• Total Cases: 130,508 (+2,058)

• Total Deaths: 2,018 (+54)

• Currently Hospitalized: 273 (-19)

• Test Results Received and Processed: 1,746,887 (+32,799)

For more information, visit the COVID-19 Data Hub.

Visit the <u>COVID-19 Data Webpage</u> to access the Fresno County Data Hub* and the Vaccine Dashboard for up-to-date case counts, deaths, hospitalizations, and vaccinations. Please visit the following page: <u>www.fcdph.org/covid19data</u> for more information.

*These data are considered preliminary and may be changed without notice. The charts, maps, and other content using these data are similarly subject to change. The COVID-19 Data Dashboard contains information from multiple sources that may be updated at different times.

Fresno County Metrics

These metrics are an indicator of the current rate of COVID-19 transmission in the county.

Week	Positivity Rate	New COVID-19 positive case per day per 100K population	<u>Health Equity</u> <u>Metric</u> (HPI Test Positivity)	Trend
10/4	7.8	28.7	9.9	-\
9/27	9.3	37.7	11.6	-
20	9.4	37.9	10.9	_
9/13	9.1	43.6	10.3	-
9/8	9.8	43.9	10.9	Ŷ
8/30	11.2	40.9	12.9	ô
8/23	12.0	36.6	13.0	î
8/16	9.8	23.7	11.3	Ŷ
8/12	10.0	22.3	11.1	e e
8/9	9.4	20.8	10.2	û Î
8/2	6.3	11.1	7.1	ô
7/26	4.0	6.5	4.0	ê
7/19	2.8	3.9	3.1	Ŷ
7/12	1.5	1.8	1.9	-
/28	1.5	2.0	1.9	_
C 1:C			* * *	

*<u>California Blueprint Data Archive</u>

County Risk Level F	ositive Test Percentage	Daily New Cases Per 100k	
Widespread	More than 8%	More than 10	
Substantial	5 - 8%	6 - 10	
Moderate	2 - 4.9%	2 - 5.9	
Minimal	Less than 2%	Less than 2	

Beyond the Blueprint - California is Open, With Some Restrictions

Public Health Notice

FCDPH- Ivermectin Warning for Treatment or Prevention of COVID-19 (9/30/21)

FCDPH-COVID-19 Surge Continues to Worsen (8/20/2021)

FCDPH-Summer Camps and COVID-19
Recommendations (7/23/2021)

Statewide Public Health Officer Orders

- CDPH- Adult Care Facilities and Direct
 Care Worker Vaccine Requirement
 (9/28/2021)
- CDPH Public Health Officer Order-Requirement that COVID-19 Immunization Providers Request Patients' Email Addresses and Mobile Phone Numbers for the State's Immunization Registry (9/24/2021)
- CDPH Public Health Officer Order Requirements for Visitors in Acute
 Health Care and Long-Term Care
 Settings (8/26/2021)
 - Q&A Requirements for Visitors in Acute Health Care and Long-Term Care Settings (8/20/2021)
- CDPH- COVID-19 Public Health

 Recommendations for Fully Vaccinated

 People (8/24/21)
- CDPH Public Health Officer Order -State and Local Correctional Facilities and Detention Centers Health Care Worker Vaccination Requirement (8/19/2021)
- CDPH Public Health Officer Order Hospital and Health Care System Surge (8/16/2021)
- CDPH Public Health Officer Order Vaccine Verification for Workers in Schools (8/11/2021)
 - Q&A Vaccine Verification for Workers in Schools (8/19/2021)

Face Coverings Q&A

9/1/2021

Related Materials:

Guidance for the Use of Face Coverings | Face Mask Tips and Resources Face Coverings Fact Sheet (PDF) | Face Shields Q&A (PDF) More Home & Community Guidance | All Guidance

Updates as of September 1, 2021:

To include questions on sports and recreational activities.

The risk for COVID-19 exposure and infection will remain in California until we reach community immunity with vaccinations, especially in communities heavily impacted by COVID-19. Continued use of face coverings helps prevent COVID-19 transmission among people with higher risk of infection (those who are unvaccinated or immunocompromised), those with prolonged, cumulative exposures, and individuals whose vaccination status is unknown.

California has updated its Masking Guidance, after review of current CDC recommendations.

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) or in some workplaces the Cal/OSHA Aerosol Transmissible Diseases Standard, and should consult those regulations for additional applicable requirements.

Questions & Answers

Why not issue a mask mandate instead?

Our updated masking guidance incorporates recent CDC guidance and recommends universal mask use for indoor public settings, regardless of vaccination status. As always, local health jurisdictions may put in place guidance more restrictive than the state based on local conditions. Vaccines remain the best protection against COVID-19, including the highly infectious Delta variant. We urge all eligible to get vaccinated, as it is the most important thing we can do to help end this pandemic.

When will this recommendation end?

We are continuously assessing and updating our guidance based on the latest science and data.

Do fully vaccinated people ever have to wear face coverings?

To achieve universal masking in indoor public settings, CDPH is now recommending that fully vaccinated people also mask in indoor public settings across California. This adds an extra precautionary measure for all to reduce the transmission of COVID-19, especially in communities currently seeing the highest transmission rates. Masks are also required of everyone in limited settings required by federal, state or local rules. There are some situations identified by the CDC where face coverings are required for everyone, regardless of vaccination status, including:

- On public transit (airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares) and in transportation hubs (airport, bus terminal, marina, train station, seaport or other port, subway station, or any other area that provides transportation).
- Indoors in K-12 schools, childcare and other youth settings.
 - Note: This may change as updated CDC K-12 schools guidance is forthcoming.
- Healthcare settings (including long-term care facilities).
- State and local correctional facilities and detention centers.
- Homeless shelters, emergency shelters and cooling centers.
- Long Term Care Settings and Adult and Senior Care Facilities

In certain settings, surgical masks are also recommended. See full CDPH Masking Guidance for more information.

If many people are vaccinated, why do we sometimes still need to wear face coverings?

The risk for COVID-19 exposure and infection will remain until we reach community immunity from vaccinations, especially in communities heavily impacted by COVID-19.

When must unvaccinated people wear masks?

In addition to the places listed above where everyone must still wear face coverings, and consistent with CDC guidance, masks are required for unvaccinated individuals in <u>indoor</u> public settings and businesses (for example: live performances, indoor malls, movie theaters, places of worship, indoor mega events, and indoor museums). For additional information on types of masks, the most effective masks, and ensuring a well-fitted mask, individuals should refer to CDPH Get the Most out of Masking.

Are children age 2 through 11 required to wear masks <u>indoors</u> in K-12 schools and other youth settings?

Yes, since they are currently ineligible for vaccines and are therefore "unvaccinated."

Do "<u>indoor</u> public settings" include local board and commission meetings?

Yes, board and commission meetings are indoor public settings, so unvaccinated individuals are required to wear masks. Like businesses, venue operators and hosts, boards and commissions may choose to:

 Provide information to all patrons, guests and attendees regarding vaccination requirements and allow vaccinated individuals to self-attest that they are in compliance prior to entry.

- · Require proof of vaccination.
- Require all patrons to wear masks.

Does anyone need to continue to wear masks outdoors?

In general, people do not need to wear masks when outdoors. However, per CDC recommendations, in areas of substantial to high transmission, people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact with other people who are not fully vaccinated.

Will unvaccinated children and youth be required or recommended to wear a mask during recess outdoors if they cannot maintain physical distancing?

In general, unvaccinated children and youth do not need to wear a mask outdoors, even if they cannot maintain physical distancing. However, per CDC recommendations, in areas of substantial to high transmission, people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact (including high-risk contact sports) with other people who are not fully vaccinated.

Does this guidance apply to colleges and universities?

Yes, all unvaccinated students, staff and faculty are required to wear a mask in all indoor settings. The University of California and the California State University systems have chosen to require vaccinations for students and faculty on campus. Institutions of Higher Education may use the same options as businesses to verify that someone is vaccinated.

Should I keep my mask on in the locker room and weight room?

Yes, masks are required indoors for all unvaccinated persons. Much of sports-related transmission is known to occur off the field. Universal masking is also strongly recommended, especially in crowded indoor communal spaces where distancing cannot be maintained or athletic areas with poor ventilation. This includes weight rooms, locker rooms, team meetings, and social gatherings.

What if I must remove my mask for any reason?

Removing the mask for any reason increases risk of infection or potentially exposing other persons to COVID-19. If it is done, it should be done for brief periods of time, away from other people, and preferably outdoors if possible.

What should I do if my mask feels wet or gets saturated with sweat?

Any face mask that feels wet or becomes saturated with sweat should be changed immediately.

What if I am playing a musical instrument that cannot be done with a mask?

For the playing of musical instruments that cannot be done with a mask (e.g., wind instruments), CDPH recommends at least one of the following:

- Performing the activity outdoors;
- Using modified masks and bell coverings when playing wind and brass instruments, and maintain at least 6 feet of physical distancing;
- Performing at least weekly screening testing with either PCR testing (1:1 or pooled PCR) or antigen testing of all unvaccinated individuals participating in these indoor activities.

What if wearing a mask may cause a safety hazard?

Masks are required for unvaccinated persons while playing all indoor sports unless wearing a mask poses a choking hazard[1]. For these activities, CDPH recommends at least one of the following:

- Performing the activity outdoors;
- Performing at least weekly screening testing with either PCR testing (1:1 or pooled PCR) or antigen testing of all unvaccinated individuals participating in these indoor activities.

Do visitors in healthcare settings, correctional facilities and detention centers also need to wear a mask?

Yes, all persons (vaccinated and unvaccinated) must wear a mask when visiting a healthcare facility, a long-term care facility (like a skilled-nursing facility), a correctional facility or a detention center. See State Public Health Officer Order issued July 26, 2021 for a full list of health facilities and high-risk congregate settings where masks are required of everyone.

How does a business verify someone is vaccinated?

In settings where masks are required only for unvaccinated individuals, businesses, venue operators or hosts may choose to:

- Provide information to all customers, guests and attendees regarding vaccination requirements and allow vaccinated individuals to self-attest that they are in compliance prior to entry.
- Require proof of vaccination.
- Require all patrons to wear masks.

Businesses may deem a customer, guest or attendee to have self-attested to being vaccinated, or to have met an approved masking exemptions, if the business has prominently displayed signage prior to entry explaining the requirements for unvaccinated individuals to wear a mask and the individual enters the business premises without wearing a mask.

No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.

How would a business provide information to their customers about mask requirements?

A business may post a sign or placard at the entrance to their business notifying customers of the mask requirements. Additionally, businesses may post such information on their website or at point of ticket sale prior to entry or notify their members of masking requirements.

Can a business require everyone to wear a mask, even those that are already vaccinated?

Yes, businesses have the option of requiring all patrons to wear a mask while in their facility or place of business, instead of verifying the vaccination status of each patron.

Can I be prevented from wearing a mask?

No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.

Who is exempt from wearing a mask?

The following individuals are exempt from wearing masks at all times:

- Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This
 includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are
 unconscious, incapacitated, or otherwise unable to remove a mask without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

[1] See American Academy of Pediatrics, Interim Guidance: Return to Sports – When Masks should be Worn

Originally Published on June 14, 2021

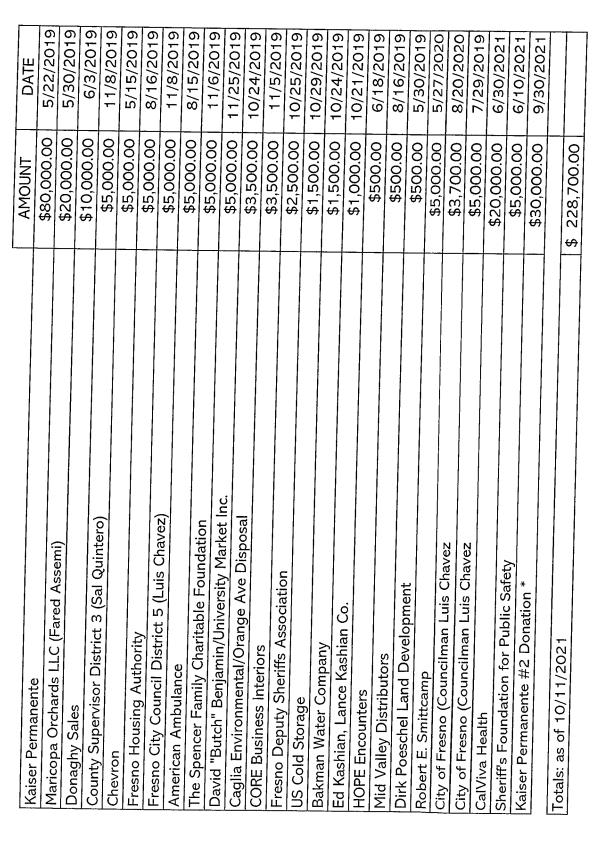
Calwa Recreation and Park District Agenda Item Transmittal



Meeting Date: October 19, 2021	For action by:X_ District Board
Agenda Item Number: Eb	Regular Session:
Wording for Agenda: Update on Swimming Pool Project (Informational) Presented By: Project Manager Ari Martinez	Consent Calendar X Regular Item Public Hearing
Submitting: District Administrator	Review:
Contact Name and Phone Number: Adam Ramos 559-264-6867	District Administrator (Initials Required)
	
Department Recommendation: Continue with construction with current remaining budget.	
Summary/Background: Received a new donation from Kaiser for the will take a few weeks to have check in Districts accounts. Lou Brosi or me regarding scheduling for pre-deck and provided permit number for donation total budget remaining is \$65,771.49. Continue with current of	f C-III has also contacted
Prior Board Actions: None	
Attachments: See attached documents: Donations, Expenses, Rema	ining Expenses for pool.
Recommended motion to be made by Board: continue with construction with Ari acting as Project Leader.	

Copies of this report have been provided to: Board Members and District Counsel

Calwa Pool Cash Donations





Calwa Pool Expenses



Skimmers Autofill Rough, Plumbing Flectrical Forming of Bool Const.	Amount	Date	Vendor	_
S. S	\$18,074.26	1/7/2021 C-III	C-III	T-
Topographic Character				_
opogi aprilic ourvery	\$2,900.00	10/13/2020	10/13/2020 Pracision Civil Engineers	RECR
Groundresking Banner			dulaelugii eligii eelug	_
Cioding earling Dalliner	\$160.00	11/21/2019	11/21/2019 Yellowdoa Signs	
Demo of Calwa Bool Dome at				-,
came of came of concrete deck, remove/haul debris	\$48,000.00	12/25/2019 C-III	=	
Removal of Palm tree strimp				_
diam'r.	\$2,820.00	12/25/2019		
Permit for demo of pool				_
	\$709.00	12/25/2019 C-III		-
Door moont / [1] 1-1				
our important old pool section compact grade, cut/grade new depths	\$22,500.00	9/10/2020 C-III	5	
Permit				
	\$334.25	8/17/2020 C-III		
Crist Collstruction/ Allred Engineering	\$6,000.00	10/13/2020	10/13/2020 CMG Construction	
Stool Standard D. D.			S S S S S S S S S S S S S S S S S S S	
oreel ou uctural Per Plan	\$13,479.00	1/14/2021 C-III		
Tivo Tivo				
	\$8 328 OO	7000/00/0		
	22,00	4/44/4021 C-III	3	
Steel Layout				
	\$39,624.00	3/1/2021	C-III	,
Total Expense as of 10/11/21				
Remaining Birdoet	\$162,928.51			
5 10000	\$65,771.49			_
	A PORT OF THE PROPERTY OF THE			

Remaining Expenses as of 10/12/21

Pool Coning		
Pool Concrete	₩	3,840.00
Placter	₩.	19,296.00
Fance	\$	31,750.00
Pool Pimo Equipment	€	28,949.00
26.20 Cl. 1 C.	s	27,682.00
20 XZO Shade Structure w/install	€.	16 500 00
Restroom and Showers	• •	00:00:00
Total Remaining Expenses	ን	93,500.00
Section 2	\$	221 517 00

Remaining Expenses as of 10/12/21

Pool Coping	8	3 840 00
	+	0,010,0
r our concrete	⇔	19,296.00
Plaster	Ψ,	31 750 00
	1	00:00
rence	₩	28,949,00
Pool Pump Equipment	U	27 682 00
	•	27,002.00
20 XZ6 Shade Structure w/install	₩	16.500.00
Restroom and Showers	6	00 00 100
	9	93,500.00
lotal Kemaining Expenses	မာ	\$ 221 517 00
Remaining Budjaer		
		#65;//1:49
Iotal Deficit	\$	\$ (155.745 51)
		(1000



Feedbacl

Account Overview

Business

CHECKING & SAVINGS	CURRENT BALANCE	AVAILABLE BALANCE
CLASSIC BUSINESS CHECKING 8	\$69,744.08	\$69,244.08
REGULAR BUSINESS CHECKING 4	\$15,228.23	\$15,228.23

Transfers & Payments

Unpaid eBills	2
Scheduled transactions	7

My Spending

Total

Eligible Accounts	
October 2021	



 Bills & Utilities
 54%
 \$123.25

 Household
 43%
 \$99.32

 Entertainment
 3%
 \$6.50

 \$229.07

Calwa Recreation and Park District Reconciliation Summary Bank of the West Payroll, Period Ending 09/30/2021

	Sep 30, 21	
Beginning Balance Cleared Transactions Checks and Payments - 13 items Deposits and Credits - 1 item	-13,618.58 10,000.00	9,903.71
Total Cleared Transactions	-3,618.58	
Cleared Balance		6,285.13
Register Balance as of 09/30/2021		6,285.13
Ending Balance		6,285.13

Calwa Recreation and Park District Reconciliation Detail

Bank of the West Payroll, Period Ending 09/30/2021

	Туре	Date	Num	Name	Clr	Amount	Balance
		ce ansactions and Payments - 13 09/01/2021 09/02/2021 09/07/2021 09/09/2021	3 items 11081 11082 985052	Fire System Solution Eduardo A Cortez Ulysses S. Grant Power Business Tec	X X X X	-250.00 -619.63 -712.11	9,903.71 -250.00 -869.63 -1,581.74
Check Check Check Check Check Check Check Check	Total Che	09/10/2021 09/14/2021 09/15/2021 09/15/2021 09/16/2021 09/20/2021 09/24/2021 09/28/2021 09/28/2021 09/30/2021 cks and Payments	11083 11084 11085	ADP ADP ADP Eduardo A Cortez Ulysses S. Grant ADP ADP ADP ADP Eduardo A Cortez	X X X X X X X X	-8.95 -79.26 -3,345.30 -1,261.56 -451.60 -736.41 -77.70 -3,707.48 -1,643.94 -724.64	-1,590.69 -1,669.95 -5,015.25 -6,276.81 -6,728.41 -7,464.82 -7,542.52 -11,250.00 -12,893.94 -13,618.58
Check	Deposits	and Credits - 1 ite 09/13/2021 osits and Credits	m	Payroll Transfer	х	-13,618.58 10,000.00 10,000.00	-13,618.58 10,000.00 10,000.00
Tot Cleared E		Transactions				-3,618.58	-3,618.58
		of 09/30/2021			_	-3,618.58 -3,618.58	6,285.13 6,285.13
Ending B	Balance					-3,618.58	6,285.13

Credit Balance \$6,285.13 \$7,009.77 \$10,717.25 \$12,361.19 \$12,438.89 \$13,175.30 \$13,626.90 \$14,888.46 10000 \$18,233.76 \$8,233.76 \$8,233.76 \$8,331.02 \$8,331.02 \$9,653.71

Calwa Recreation and Park District Reconciliation Summary Bank of West NEW REV ...08, Period Ending 09/30/2021

	Sep 30, 21	
Beginning Balance Cleared Transactions		50,461.56
Checks and Payments - 44 items Deposits and Credits - 19 items	-33,142.82 61,928.55	
Total Cleared Transactions	28,785.73	
Cleared Balance		79,247.29
Uncleared Transactions Checks and Payments - 1 item	-5,00O.00	
Total Uncleared Transactions	-5,000.00	
Register Balance as of 09/30/2021		74,247.29
Ending Balance		74,247.29

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 09/30/2021

Т	ype Date	Num	Name	Clr	Amount	Balance
Beginnin	ng Balance					50,461.56
	eared Transactions					30,461.36
01 1	Checks and Payments - 4	l4 items				
Check	09/01/2021		Streamline	X	-75.00	-75.00
Check Check	09/02/2021		Amazon	X	-238.34	-313.34
Check	09/02/2021		TFS Leasing	X	<i>-</i> 87.46	-400.80
Check	09/02/2021 09/02/2021		Amazon	Х	-43.98	-4 44.78
Check	09/02/2021		ExpertPay	X	-5.00	-449.78
Check	09/07/2021	985220	ExpertPay De Lage Landon	X	-0.15	-449.93
Check	09/07/2021	303220	Amazon	X X	-145.08 -119.17	-595.01
Check	09/07/2021		Amazon	x	-119.17 -67.99	-714.18 -782.17
Check	09/07/2021		AT and T	x	-24.21	-762.17 -806.38
Check	09/09/2021		Lighting Loan-De La		-1,955.72	-2,762.10
Check	09/13/2021		Payroll Transfer	X	-10,000.00	-12,762.10
Check	09/13/2021		The Home Depot	X	-483.20	-13,245.30
Check Check	09/13/2021		AT and T	Χ	-195.57	-13,440.87
Check	09/13/2021		Verizon Wireless	X	-123.84	-13,564.71
Check	09/13/2021 09/14/2021		Terminix	X	-45.00	-13,609.71
Check	09/14/2021		Amazon	X	-276.47	-13,886.18
Check	09/15/2021		Dollar General Stores PG and E	X	-4.23	-13,890.41
Check	09/15/2021		ExpertPay	X X	-5,727.86	-19,618.27
Check	09/15/2021		ExpertPay	x	-5.00 0.45	-19,623.27
Check	09/16/2021		Lighting Loan-De La	x	-0.15 -1,955.72	-19,623.42
Check	09/16/2021		Jeff Pfeiffer	X	-550.00	-21,579.14 -22,129.14
Check	09/16/2021		Mid Valley Disposal	X	-258.26	-22,129.14 -22,387.40
Check	09/21/2021		AT and T	X	-37.33	-22,424.73
Check	09/22/2021		Target	Χ	-90.18	-22,514.91
Check Check	09/24/2021		Montoy Law Corpora	X	-780.00	-23,294.91
Check	09/24/2021		Jeff Pfeiffer	Χ	-550.00	-23,844.91
Check	09/24/2021 09/24/2021		Arco	X	-100.35	-23,945.26
Check	09/27/2021	985229	Arco Unifirst	X	-21.50	-23,966.76
Check	09/27/2021	900229	Zoom Video Commu	X X	-152.40	-24,119.16
Check	09/27/2021		Adobe	X	-14.99 -14.99	-24,134.15
Check	09/28/2021	985228	City of Fresno	X	-14.99 -5,227.61	-24,149.14 -29,376.75
Check	09/28/2021		PG and E	X	-2,425.91	-29,376.75
Check	09/28/2021		Best Buy	X	-466.70	-32,269.36
Check	09/28/2021	1023	Hall Deposit Refund	Χ	-200.00	-32,469.36
Check Check	09/29/2021		Central Sanitary Sup	X	-426.88	-32,896.24
Check	09/29/2021		Costless Plumbing	Χ	-85.00	-32,981.24
Check	09/29/2021 09/29/2021		Amazon	X	-45.15	-33,026.39
Check	09/30/2021		USPS	X	-7.95	-33,034.34
Check	09/30/2021		Big Fresno Fair Amazon	X	-72.75	-33,107.09
Check	09/30/2021		Amazon	X X	-21.66	-33,128.75
Tota	al Checks and Payments		741142011	^ _	-14.07	-33,142.82
	oosits and Credits - 19 ite	ms			-33,142.82	-33,142.82
Deposit	09/01/2021		CALWA RECREATI	Χ	180.00	100.00
Deposit	09/01/2021		CALWA RECREATI	X	225.00	180.00
Deposit	09/01/2021		CALWA RECREATI	X	500.00	405.00 905.00
Deposit	09/09/2021		CALWA RECREATI	X	150.00	1,055.00
Deposit	09/09/2021		CALWA RECREATI	X	500.00	1,555.00
Deposit Deposit	09/09/2021		CALWA RECREATI	X	500.00	2,055.00
Deposit	09/09/2021		CALWA RECREATI	X	6,783.55	8,838.55
Deposit	09/13/2021		CALWA RECREATI	X	200.00	9,038.55
Deposit	09/13/2021 09/13/2021		CALWA RECREATI	X	375.00	9,413.55
Deposit	09/13/2021		CALWA RECREATI CALWA RECREATI	X	500.00	9,913.55
Deposit	09/17/2021		CALWA RECREATI CALWA RECREATI	X X	600.00	10,513.55
Deposit	09/17/2021		CALWA RECREATI	X	225.00 250.00	10,738.55
Deposit	09/21/2021		CALWA RECREATI	X	20.00	10,988.55 11,008.55
Deposit	09/21/2021		CALWA RECREATI	X	555.00	11,563.55
Deposit	09/23/2021		CALWA RECREATI	X	65.00	11,628.55
Deposit	09/27/2021		CALWA RECREATI	Χ	150.00	11,778.55

Calwa Recreation and Park District Reconciliation Detail

Bank of West NEW REV ...08, Period Ending 09/30/2021

Туре	Date	Num	Name	Clr	Amount	Balance
Deposit Deposit	09/28/2021 09/29/2021		CALWA RECREATI CALWA RECREATI	X	50,000.00 150.00	61,778.55 61,928.55
Total De	eposits and Credits				61,928.55	61,928.55
Total Clear	ed Transactions				28,785.73	28,785.73
Cleared Balance				_	28,785.73	79,247.29
	Transactions and Payments - 1 item 07/31/2020		Payroll Transfer		-5,000.00	-5,000.00
Total Che	ecks and Payments				-5,000.00	
	ared Transactions			_	-5,000.00	-5,000.00
Register Balance a	e of 00/30/2021			_		-5,000.00
	35 01 03/30/2021				23,785.73	74,247.29
Ending Balance					23,785.73	74,247.29

RTV. 81

180 \$50,641.56			CIVEDIA	0			
225 \$50,866.56			CAEDIT	Uncategorized		2016 PEL 10 CHECNING	
500 \$51,366.56			CKEDIT	Uncategorized		CREDIT REMOTE DED TO CHECKING ***, **6408	9/1/2021
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Program: GLSF9100	MONTHLY GENERAL LEDGER TRANSACTION REGISTER Journal Dates 09/01/2021 through 00/20/0001	Page No. 2
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Fund Total

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End of Report

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Calwa Park And Recreation Dist Subclass: 10000 General Subclass	Beginning Balance Debit Accts Credit Accts	Year-to-Date Transaction Debits Credits	ransaction Credits	Run Time 09:15:57 Current Balances Debits Accts Credit Accts
GRAND TOTALS	385,985.69 385,9	385,985.69 100,000.00	100,000.00	288,944.95 288,944.95

End of Report



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING AGENDA MINUTES September 21, 2021

TIME - 5:30 P.M.

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Open Vacancy, Board Member Laura Garcia, Board Member Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order at 5:36 p.m. Roll call was as follows: Board Chair Esmeralda Zamora was present.
Board Vice Chair Raul Guerra was present.
Board Member Laura Garcia was present.
Board Member Mary L. Rosales was present.

A. INVOCATION AND FLAG SALUTE:

Invocation and flag salute were led by Board Member Mary L. Rosales.

B. APPROVAL OF AGENDA

Agenda was approved and motion was made by Board Member Mary Rosales and Seconded by Board Vice Chairperson Raul Guerra. Roll call vote was as follows: Board Chairperson Esmeralda Zamora's vote was a yes.

Board Vice Chair Raul Guerra's vote was a yes. Board Member Laura Garcia's vote was a yes. Board Member Mary L. Rosales vote was a yes. 4-0 approved, 0- opposed and 0-absentee

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

Susan Xiong from A Hopeful Encounter presented the results of her event held at CRPD as well as a donation check for \$500.00.

D. OLD BUSINESS

COVID-19 Update - Discussion and Direction by Board on current 1. procedures to Park Operations (Direction) Presented By DA

Board was presented information on the new county infection rate numbers, directed to keep protocols as is for the Park, 6 feet distance, face masks are required for indoor hall activities. No operational changes for park hours or staff.

E. NEW BUSINESS

2

1. Bank Account Information (all accounts) (Informational) Presented By DA

All accounts were reviewed. No questions from board. Update on Swimming Pool Project (Informational)

Presented By DA

Directed to hold off on construction until funding can be confidently secured by project leaders. Directed to create a letter for the funding to Sal Quintero and Chief of Staff Ari Martinez.

Approval of Board Meeting Minutes (Action) 3.

Minutes-August 17, 2021

Presented By DA

Roll Call Vote for approval of minutes: First Motion, Laura Garcia.

Second Motion: Raul Guerra

All in favor: Ayes 4-0

Update on Prop 68 (Informational) 4.

Present By DA

DA stated that Prop 68 is on according to schedule.

- 5. Update on Upcoming Events/Programs and Previous Events (Informational)

 Presented By DA

 Presented documents pages 27-28 showcasing the active programs and activities happening at the park. No direction or feedback from board.
- 6. New District Park Product/Service Charges (Action)

Consider approval of Resolution Adopting Fees For Use of District Facilities and Park

Presented By DA

Tabled by Board Chair Esmeralda Zamora

- 7. Approval of New Position: Service Park Aide (Action)
 Board gave direction to hire one person if the demand in present for the need for an additional employee. If no demand or registration from the public then new hire will be delayed.
- 8. Pacific Gas and Electric Charges Review for Blanca Parra, Owner of El Dorado Taqueria (**Direction**)

 Tabled by Board Chair Esmeralda Zamora

F. CLOSED SESSION

Closed Session Under Government Code Section 54957.6 Agency Designated Representatives: Board Member Mary Rosales and Vice Chair Raul Guerra Unrepresented Employee: District Administrator

G. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION No actions taken.

H. ADJOURNMENT

Adjourned at 8:10pm

Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. However, due to current COVID-19 emergency, the office is partially open. You may request meeting agendas by email, you can ask to be added to the mailing list calling (559)264-6867 or send your request by email info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

NEXT REGULAR MEETING:

October 19, 2021

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 10, 2021.

Adam J. Ramos

Signature



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

SPECIAL BOARD MINUTES CALL, NOTICE, AND AGENDA September 30, 2021

TIME- 5:30 P.M.

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

BOARD VICE CHAIR

Raul Guerra, Vice Chair

BOARD MEMBERS

Vacant, Board Member Laura Garcia, Board Member Mary L. Rosales, Board Member DISTRICT ADMINISTRATOR

Adam Ramos

DISTRICT COUNSEL

Hilda Cantú Montoy

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order at 5:31 p.m.

Board Chairperson Esmeralda Zamora was present Board Vice Chair Raul Guerra was present Board Member Laura Garcia was present Board Member Mary L. Rosales was present

A. INVOCATION AND FLAG SALUTE

Invocation and flag salute were led by Board member Mary L. Rosales

B. APPROVAL OF AGENDA

Agenda was approved; Motion was made by Board Member Laura Garcia and Seconded by Board Vice Chair Raul Guerra. 4-0 approved, 0-opposed and 0-absent.

C. PUBLIC COMMENTS: Members of the public wishing to address the District Board on matters on this agenda may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

D. NEW BUSINESS

Appointment to Vacancy on Board of Directors: Review Applications and Consider Making An Appointment for Board Vacancy. (Action)

Board of Directors reviewed application submitted by Joseph Perez and had the opportunity to meet and ask questions that they had of Mr. Perez so that they could decide on his Board of Directors application.

Fresno County needs to be notified of appointment of Joseph Perez by Board of Directors of Calwa Recreation and Park District so that Joseph Perez can take the Oath of office for appointment and then he can begin immediately with his role as Board Member of Calwa Recreation and Park District.

Joseph Perez was appointed to fill the vacancy on Board of Directors of Calwa Recreation and Park District. Motion was made by Board Vice Chair Raul Guerra and Seconded by Board Member Mary L. Rosales. 4-0 approved, 0-opposed and 0-absente

E. ADJOURNMENT

Meeting was adjourned at 6:09 p.m.

Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. However, due to current COVID-19 emergency, the office is closed. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

NEXT REGULAR MEETING:

October 19, 2021

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 September 29, 2021.

Adam J. Ramos

Signature

Calwa Recreation and Park District Agenda Item Transmittal



Meeting Date: October 19, 2021 For action by: X District Board Agenda Item Number: Regular Session: Wording for Agenda: All District Employees Current Work Consent Calendar **Schedules** X Regular Item Public Hearing **Submitting: District Administrator** Review: Contact Name and Phone Number: Adam Ramos **District Administrator** (Initials Required) 559-264-6867 Department Recommendation: N/A Summary/Background: Presented is the current work schedule for all of the Districts Employees including District Administrator. Work schedules will vary by each pay period depending on several factors such as: Large park events that require all staff to be present, unexpected call outs/shift coverages, large park maintenance projects that require multiple staff, etc. **Prior Board Actions: None** Attachments: Recommended motion to be made by Board: No recommendation needed.

Copies of this report have been provided to: Board Members and District Counsel

SHIFT SCHEDULE

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21.5	4:30-9:30(5NL)	8:00am-3:00 (6.5L) 4			2-6:00PM)OPM	2-6:00PM	Juana T.
28.50	8:00am-4:30 (7.5L)	3:00-9:30 (6L) 8)		-9:30	OFF	OFF	Ulysses G.
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40	OFF	OFF	8:30-4:30 (8L)			8:30-5:00pm	8:30-5:00pm	Erica L.
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				Thurs 10/21	Wed 10/20	Tues 10/19	Mon 10/18	Employee Name
		1-9:00pm	1100k3: 8:00am-9:00pm					472
				CALWA RECREATION & PARK DISTRICT WORK SCHEDIILE BABY HOL	CDISTRICT WO	EATION & PAR	CALWA RECRI	Week of 10/18-10/24
40								
	OFF	OFF	9am-5:30pm (8L)	9am-5:30pm (8L)	(8L)	(8L)	(8L)	
25.5	OFF	00PM (4NL) 9am-3:00pm (5.5L)	2-6:00PM (4NL)	2-6:00PM (4NL)	9am-5:30nm	9am-5:30pm	9am-5:30pm	Adam R.
28.50	8:00am-4:30 (7.5L)	3:00-9:30 (6L)			2-6:00PM	2-6:00PM	2-6:00PM	Juana T.
21.5	4:30-9:30(5NL)	8:00am-3:00 (6.5L)	4:30-9:30nm	Off	OFF	4:30-9:30	4:30-9:30	Ulysses G.
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à	OFF	OFF	8-4:30pm	8-4:30pm	o-4:30pm		8:30-5:00nm	Erica
Total Hours	Sun 10/17	Sat 10/16	Fri 10/15	inurs 10/14	8.7.20	∞ -	8-4:30pm	Daniel T.
					Wed 10/13	Tues 10/12	Mon 10/11	Employee Name
			s: 8:00am-9:00pm	PARK DISTRICT WORK SCHEDULE Park Hours: 8:0	DISTRICT WORK	EATION & PARK	CHEVY NECK	Week of 10/11-10/17
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Calwa Recreation and Park District Agenda Item Transmittal



Meeting Date: October 19, 2021 For action by: X District Board Agenda Item Number: Regular Session: Wording for Agenda: Park and Office Hours of Operations Consent Calendar X_Regular Item (Direction) Public Hearing Submitting: District Administrator Review: Contact Name and Phone Number: Adam Ramos **District Administrator** (Initials Required) 559-264-6867 Department Recommendation: Office hours will reflect the hours of

operations for the park, office hours will be 8:00am-5:30pm.

Summary/Background: Seeking direction with current hours of operations for the OFFICE which is currently 8:30am-5:30pm. These hours have been in place since DA arrival, seeking direction for OFFICE hours The park hours, according to Ordinance No. 2016-01 Section 1 Chapter 7. Park Hours "Park hours are from 8:00am-9:00pm". There is no language in the Ordinance that states the office needs to reflect the hours of the park.

Prior Board Actions: None

Attachments:

Recommended motion to be made by Board: Office hours will reflect the hours of operations for the park, office hours will be 8:00am-5:30pm.

Copies of this report have been provided to: Board Members and District Counsel

Calwa Recreation and Park District Agenda Item Transmittal



Meeting Date: October 19, 2021 For action by: X District Board Agenda Item Number: F-5 Regular Session: Consent Calendar Wording for Agenda: Update on Night Owl Security Camera X Regular Item System (Informational) Presented By: DA at Request of Board Public Hearing **Member Mary Rosales** Review: Submitting: District Administrator District Administrator Contact Name and Phone Number: Adam Ramos (Initials Required) 559-264-6867 Department Recommendation: Retain/Install security system for the park. Summary/Background: Security camera system was purchased from Bestbuy for \$466.70, this includes a 4 year protection plan that covers any damages to any of the 8 cameras purchased. Additional costs will be to cover installation materials such as conduit and additional wires for the camera resulting in charges not exceeding \$150.00. Cameras will be placed on the top of the main building/offices and will cover back garages, inside of the hall, front/back entrances of the hall, and parking lot. These are hard wired for extra clarity and does come with an app for the phone for viewing. Internet is sufficient to power the cameras and comes with a DVR (recording device) as well. Installation will be completed by Park Maintenance Staff and DA saving District \$500-\$700 in installation costs. Prior Board Actions: None Attachments: See attached documents: purchase receipts, product description. Recommended motion to be made by Board: Retain/Install security system for the park.

Welcome to Best Buy #121 7550 N BLACKSTONE AVE FRESNO, CA 93720



Val:100001-235691-970708-391479-648004-24797

0121 002 5651 09/28/21 11:28

6472240 BTD2-81-8LS 379.99

8 CH 1080P DVR 1 TB HDD 8 CAM

31.72 Sales Tax

54.99

4YR \$350-\$3 6418962 4YR \$350-\$399.99 SMART HOME G

Plan ID 6826705392

6472240

0.00

434.98 Subtotal

31.72 Sales Tax

Total 466.70

**********3381

SKU#

Sales Tax

ChipRead USD\$

466.70

DEBIT - DEBIT

Approval

Verified By PIN

CARD ENTRY: Chip

MODE: Issuer

AID:

Reference Number:

My Best Buy

	Menu	Search Best Buy	Q			Fresno	<u>Cart</u>
Top Deals	Deal of the Day Bes	st Buy Totaltech	Accou	nt	Recently Viewed	d Order Status	Saved Items
Back to resul	ts Best Buy ▶ Smart Systems	Home ➤ Home Security & Monitoring ➤ S	ecurity Cameras &	Sur	veillance > Security	<u>Camera</u>	Share Print
Night Owl Night Ow Audio Ca	/l - 8 Channel B meras - White	luetooth DVR w/ 8 Wired 108	30p HD		rice Match Guarantee	\$31.67/mo.*	
Model: BTD2-8	81-8LSA SKU : 6472240				ı	suggested payments with 12-Month Financing Show me how>	
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Camera Compatibility

Operating System Compatibility

Works With 🕧

Connectivity

Camera Connectivity (j)

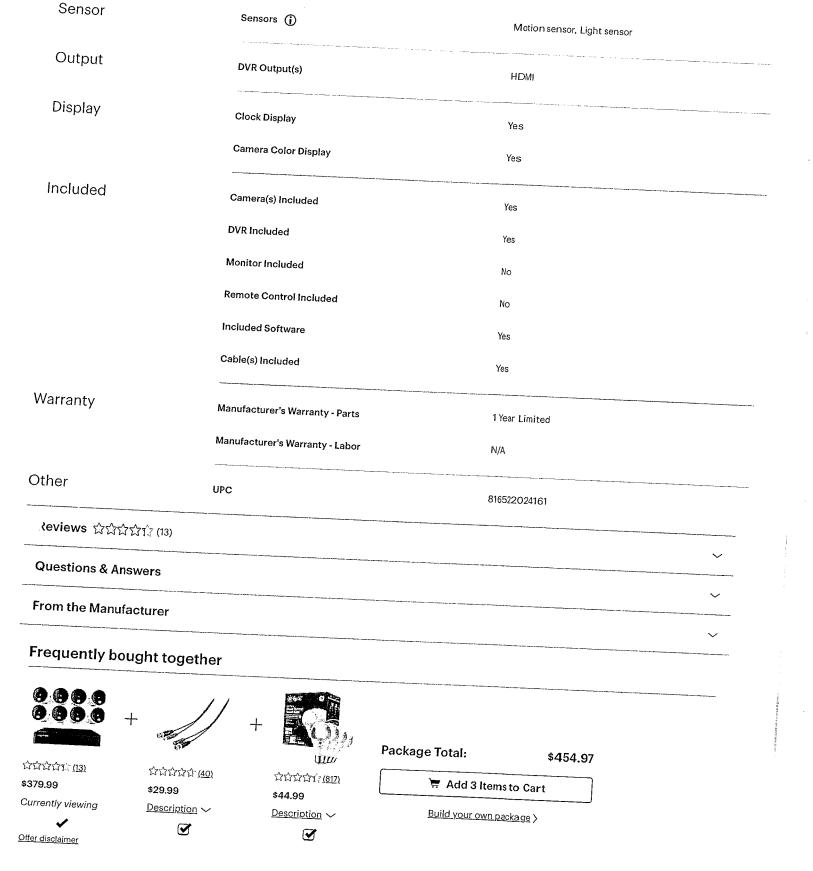
Wired

Google Assistant

DP2 and BTD2 Series Cameras

Android, Apple iOS, Windows, Mac

	Minimum Upload Speed (j)	3 megabits per second	
Recording and Play	back Records Audio	ار No	
	Number Of Channels	8	
	Video Compression Type	Advanced	
	Recording Resolution (i)	1920 x 1080	
	Video Recording Prompt	Motion detection	
Storage	Storage Type	DVR	
	DVR Storage Capacity	100O gigabytes	
Performance	Indoor Or Outdoor Use (i)	Indoor and outdoor	
	Protective Qualities	Weatherresistant	
	Minimum Operating Temperature	-4 degrees fahrenheit	
	Maximum Operating Temperature	140 degrees fahrenheit	
Features	Audio Communication (i)	1-way	
	Mobile Notifications	Yes	
	Audio-Only Option	Yes	
	3-Axis Adjustable	Yes	-
	Auto-On Detection	Motion	
	Alarm Type	Audible, Voice	
	Alarm Location	On camera	
Dimension	Camera Height	3 inches	
	Camera Depth	6 inches	
	Camera Weight	0.34 pounds	
	DVR Height	2 inches	
	DVR Width	8 inches	
•	DVR Depth	10 inches	
ī	DVR Weight	2.5 pounds	
-	OVR Cord Length	6 feet	
		Help	



ADVERTISEMENT

Help



Calwa Recreation and Park District Agenda Item Report

Meeting Date: 10-19-21

Agenda Item F-

Wording for Agenda: Approval of New District Park Product/Service Charges

Consider Approval of Resolution Adopting Fees for Use of District

Facilities and Park. Presented by DA (Action)

Submitting: District Administrator

Contact Name: Adam J. Ramos 559-476-9309

Summary Background

After review of the revenue generated for the District in the last FY 20/21, new price points are required for the new inflated economy and to recoup revenue lost during the COVID-19 pandemic. The Districts prices have not been adjusted for at least two fiscal years and new prices are needed to sustain the new facilities and provide a new level of product/services for our community. The "Hall" has been upgraded with new paint, new baseboards, repairs to the air conditioning unit, gas line has been repaired for kitchen use, side room has been converted for "hall" use, and new floors will be installed. The costs of the upgrades will be covered by the new price adjustments thus another need for the adjustments. Prices were adjusted mainly for the "Hall" rental use, as well as put into clear and concrete packages. Terms of the new packages are as is, and no adjustments or additions will be added by District staff, Administrators, or Board of Directors.

Exhibits

See attachments of the new proposed prices.

DA Recommendation:

It is recommended that we adjust the prices to the park, including the art wall as well. New prices are needed to sustain the new park upgrades to the infrastructure of the park and any potential improvements and programs to the park.



CALWA RECREATION AND PARK DISTRICT FACILITIES FEES

CALWA COMMUNITY HALL	COSTS
CLEANING FEE (NON REFUNDABLE)	\$50.00
HOLDING DEPOSIT (REFUNDABLE)	\$200.00
I. 4 HOURS	\$300
II. 6 HOURS	\$500
III. 8 HOURS	\$700
BY THE SINGLE HOUR	\$75.00/hour

ENTIRE PARK RENTAL (Contract Agreement Required)	COSTS
Cleaning Deposit (Refundable if park is clean)	\$600.00
All Day Park Rental Fee (Non-Profit) Per Day	\$1200.00
All Day Park Rental Fee (General) Per Day	\$1800.00

PARTIAL PARK RENTAL 1/4 OF PARK	COSTS	
Cleaning Deposit (Refundable)	\$175.00	
All Day Rental Fee Per Day (NP)	\$275.00	
All Day Rental Fee Per Day (General)	\$375.00	
Contract Required	TBD	

PICNIC AREAS (1-5)	COSTS	·
Picnic Shelters (1,2,3 and 5)	\$35.00	,
Picnic Shelter (Large Area 4)	\$40.00	
Electricity Use Fee	\$20.00	
Bounce House Use Fee	\$30.00	

SOCCER FIELDS	COSTS
ADULT GAME/LIGHTS PER HOUR	\$55.00/\$35.00
ADULT NP GAME/LIGHTS PER HOUR	\$45.00/\$25.00
YOUTH PER GAME/LIGHTS PER HOUR	\$35.00/\$25.00
YOUTH NP PER GAME/LIGHTS PER HOUR	\$30.00/\$20.00

RESOLUTION NO. 2021-7-2

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

WHEREAS, the Board of Directors adopted Resolution No. 2021-7-2 approving reasonable fees for the use of District facilities and the park; and

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

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

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

- Section 1. The foregoing recitals are true and correct and are incorporated by reference.
- Section 2. The Board approves the Calwa District Facilities and Park Fees schedule attached as **Exhibit A**. All prior fees and schedules are superseded by this Resolution.
- Section 3. District staff is directed to take all administrative actions necessary to implement the attached listing of effective District fees.
- Section 4. This resolution shall be effective upon adoption.

	CERTIFICATION	
The foregoing Resolution No. 2021by the following vote:	was adopted at a regular meeting on	2021,
AYES:		
NOES:		
ABSTENTIONS:		
ABSENCES:		
Sec	cretary of the Board of Directors	

Calwa Recreation and Park District Facilities Fees

Administrative Fee Key Deposit (Refundable) Liability Insurance (required/unless furnished)	TBD \$50.00 TBD TBD
Key Deposit (Refundable) Liability Insurance (required/unless furnished)	\$50.00 TBD TBD
Key Deposit (Refundable) Liability Insurance (required/unless furnished)	\$50.00 TBD TBD
Liability Insurance (required/unless furnished)	TBD TBD
C	TBD
Security Guards (required with over 100 participants or if alcohol use)	
Portable Restrooms	
Waste Bin/Roll off	TBD
	TBD
CALWA COMMUNITY HALL	
Cleaning Deposit (Refundable if no extra cleaning required by Calwa)	#2 70.00
All Day Rental Fee w/Kitchen-includes tables & chairs	\$250.00
Residents	400 600
Non-Residents	400-600
	400-600
Rental Fee w/Kitchen-includes table & chairs	
Residents (Minimum 2-hour fee) / Each hour after 2 hr. requirement	-200/75-150
On-Recidents (Minimum 2 have C) / T 1 1	200/75-150
esident Funeral Event	100-150
On Resident Eunaral Errant	100-150

EXCLUSIVE PARKS USE (Entire Park)	
Cleaning Deposit (Refundable if the park is left clean)	Φ500.00
All Day Rental Fee (Non-Profit) Per Day	\$500.00 1000-2000
All Day Rental Fee Regular Organization	1500-2500
Art Wall	15-20 section
PARTIAL PARK RENTAL 1/4	
Cleaning Deposit (Refundable)	\$150.00
All Day Rental Fee (Non-Profit) Per Day	250-500
All Day Rental Fee Regular Organization	350-600
Will Need Contract Agreement	TBD

PARK RENTAL: PICNIC AREA	
Rental Shelters (Areas)	25.50
Electricity (Additional Fee	35-50
Bounce House Fee	15-20
	15-30
SOFTBALL FIELDS	
Rental Softball Fields Per Game	25-50
Light Rental Use Per Hour	\$30.00
SOCCER FIELDS	
Adult Per Game / Lights Per Hour	\$50.00/\$30.00
Adult Non-Profit Per Game / Lights Per Hour	\$40.00/\$24.00
Youth Per Game/ Lights Per Hour	\$35.00/\$25.00
Youth Non-Profit Per Game / Lights Per Hour	\$30.00/\$20.00

HALL

- \$100 every 2 hours minimum of 2 hours required, \$75 each hour after 2 hours
- \$250.00 Refundable Cleaning Deposit
- Certificate of Liability Insurance and Security Guards
- Maximum occupancy is 150 (Standing), 100 (Seated)
- Set-up time is 1 hour unless special request is made.

Must start clean-up 1/2 hour before the event is over.

> Changed from 50 heto \$45/hour, we can make \$100.00

PICNIC AREAS

\$35.00 Flat Fee; \$15.00 Additional Fee for Electricity

Picnic Area Locations:

Picnic Area #1 - Located at the back of the Snack Bar

Picnic Area #2 - Located between Picnic Area #1 and Softball Field #2

Picnic Area #3 - Located north of the children's playground area

Picnic Area #4 - Located north of swimming pool next to Barton Ave.

Entire Park Rental

- Non-Profit: \$1,000 with \$500 Deposit
- Regular Organization's Price: \$1,500 with \$500 Deposit

SOFTBALL FIELDS

- \$25.00/game; \$75.00 Additional charge for special instruction
- \$30.00/hour for lights

Watered-Chalked-Distance Bases-Dragged-Fast Pitches-Slow Pitch

SOCCER FIELDS

- \$50.00/game; additional charge for chalking may be assessed
- \$30.00/hour for lights

***MUST HAVE at least half of the amount upon reservation
*****Reservations are on first come first serve basis***

Calwa Recreation and Park District Agenda Item Transmittal



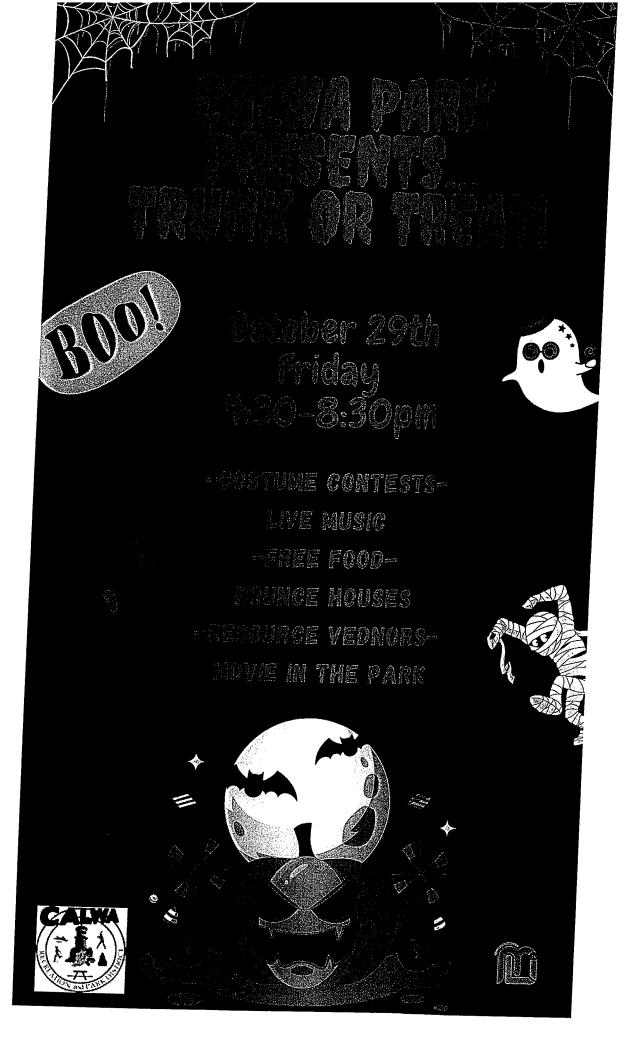
Meeting Date: October 19, 2021	For action by: X District Board
Agenda Item Number: F-7	
Wording for Agenda: Update on Park Aide/Park Attendant Position	Regular Session: Consent Calendar X Regular Item Public Hearing
Submitting: District Administrator	Review:
Contact Name and Phone Number: Adam Ramos 559-264-6867	District Administrator (Initials Required)
Department Recommendation: Continue with hiring 1 new position/employee.	
Summary/Background : District has received over 100 applications for completed 5 interviews after review of the applications. This person, if a the park operations on several levels: leading programs for public, publiche community, assist with light janitorial work.	annroyed will assist in
Prior Board Actions: Directed to hire one employee as temp, only present from program attendance.	if high demand was
Attachments: None	
Recommended motion to be made by Board: Continue with hiring 1 r to assist in park operations and programs.	new position/employee
Copies of this report have been provided to: Board Members and District	t Counsel

Calwa Recreation and Park District Agenda Item Transmittal



For action by:
X District Board
Regular Session: Consent Calendar Regular Item Public Hearing
Review:
District Administrator (Initials Required)
ctober 29 th 2021. The t. Half of the parking lot in soccer field will be will have the resource as and testing. Bounce his event in the candy. Anticipating over se with the County of
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Halloween Event Info Sheet 2021

Guarantee Vendors (anticipated)

- UFW Foundation
- United Way Fresno Madera
- Binacional Centro CA
- Centro Binancional
- CRLA (Juanita)
- Anthem Blue Cross
- Central California Environmental Network
- KingsView-Suciside Prevention Team (Reach out)
- Reading and Beyond (let Erica's sister)

Live DJ

Movie in Park Set-Up

MC

Vendor Booths give out candies

Car Clubs to help with passing out

Bounce Houses 2x rentals

Bounce House Slide 1x

Prizes (sporting equipment, backpacks 25x): 6-10 \$25 gas cards

Raffle Prizes

Contact Los Amigos food market, 11th-15th and 20th-24th see if okay to set up for flyer set up

CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California special district, hereinafter referred to as "District," and exercise instructor, Johana Espinoza, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

- 1. **Term:** This Agreement shall commence on 10/18/2021, and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the one (1) year period ends.
- 2. **Premises**: District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall," solely to conduct exercise classes.
 - a. District agrees to keep the temperature inside Hall as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.

3. Licensee's Requirements: Licensee shall:

- a. Use the Premises to perform physical exercise classes ("Classes") only. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the Hall only.
- c. Children. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
- d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students.
- e. Licensee agrees to provide Internet service connections and equipment required for classes, including stereo and speakers.
- f. Licensee further agrees that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
- g. Keep accurate enrollment records, including the student's name, contact

- information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
- h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day to day operations or activities of the classes taught by Licensee.
- i. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee'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 building.
- j. Licensee shall be respectful to other dance instructors and participants, and shall require that participants who are not following District rules are asked to leave the class.
- k. Substitute instructors shall not be permitted. Only Licensee may conduct classes.
- I. Licensee shall not assign or sublease this License Agreement to anyone.
- m. Licensee shall follow all COVID-19 protocols that District has in place.
- 4. Dates and Times of Permitted Use: The classes will be held commencing at 10a.m. and ending at 11 a.m. Monday through Friday, starting on 10/18/2021 and night class commencing at 6:30pm and ending at 7:30pm.
 - a. No access will be granted from December 23rd through January 2nd.
 - 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 or requested change of schedule of classes to District Administrator for approval.
 - d. No classes shall be instructed by other persons not listed as Licensee.
 - e. No classes shall be permitted on the third Tuesday of each month.
 - f. No classes shall be permitted on dates when the Board has special meetings.
 - g. District shall notify Licensee of such special meetings at least five (5) days in advance which will require Licensee to cancel class or, if possible, reschedule as approved by District Administrator.
- 5. License Fee: Licensee shall make payments in the amount of \$375 to the District as a license fee for the use of the Hall, the amount will be sure on or before the 1st of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District.
- 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: 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.
- 9. **Restoration**: If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
- 10. Assignment and Sublicensing: Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.

- 11. **Termination**: This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days notice to the other party.
 - b. With 5 days notice for failure of Licensee to pay the License Fee by the last day of the month.
 - c. With 5 days notice for Licensee' 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.

Adam Ramos, District Administrator Calwa Recreation, & Park District	, Licensee
Date: 10/n/21	Date:



Calwa Recreation and Park District Community Center Hall License Agreement

This License Agreement, hereinafter referred to as "Agreement", is made and entered into by and between the Calwa Recreation and Park District aka: CRPD, a California Special District, hereinafter referred to as "District", and exercise class instructors hereinafter referred to as "Licensee".

07/26/2021

DISTRICT AND LICNESEE AGREE AS FOLLOWS:

- 1. **Term**: this agreement shall commence on <u>Erika Lopez</u>, and continue on a month to month basis until such time as either party gives notice of termination with a 30-day notice, or unless terminated earlier as provided in this Agreement.
- 2. **Premises**: District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall", solely to conduct exercise classes.
 - District agrees to keep the temperature inside Hall as low as 78-degree
 Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the
 winter. The temperature may fluctuate between those two extremes at any
 point during the year.
 - Licensee agree to accept the Hall in its "as-is" condition "with all faults".
 - District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
- 3. Licensee' Requirements: Licensee shall:
 - Use the Premises to perform exercise classes ("Classes") only. Any other use must be permitted in writing by the District Administrator.
 - b) Conduct classes in the Hall. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
 - c) Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students. Licensee agree to provide Internet service connections and equipment required for classes, including stereo and speakers. Licensee further agree that District shall not at any

time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.

 d) Keep accurate enrollment records, including the students name, contact information and attendance records, and names of parents if a minor.
 Licensee shall provide a copy of these records to District monthly basis.

e) Licensee will be responsible for the operations of their Classes and District will have no right to direct, supervise or control the day-to-day operations or activities of the classes taught by Licensee.

f) Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee' use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.

4. Dates and Times of Permitted Use:

Access to Hall will be for one (1) hour commencing at 730 pm and ending at 830 pm, Monday through Friday, starting on 7/26/21

a. No access will be granted from December 23rd through January 2nd.

b. No access will be granted for evening classes on the 3rd Tuesday of each month.

c. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.

5. License Fee: Licensee shall make payments in the amount of \$210.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of each month. Price is fixed, no adjustments will be made.

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

- 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: 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.
- 9. Restoration: If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
- 10. Assignment and Sublicensing: Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.

- 11. **Termination**: This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days notice to the other party.
 - b. With 5 days notice for failure of Licensee to pay the License Fee by the last day of the month.
 - c. With 5 days notice for Licensee' 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.

In Witness Whereof, the parties hereto have executed the Agreement in Fresno, CA.

Adam y Ramos, District Administrator

Calwa Recreation & Park District

Date:

Signature: When I Print Name: Erika Lopez

Date: 7/22/21



Calwa Recreation and Park District Community Center Hall License Agreement

This License Agreement, hereinafter referred to as "Agreement", is made and entered into by and between the Calwa Recreation and Park District aka: CRPD, a California Special District, hereinafter referred to as "District", and exercise class instructors *Cruz M. Delgado, International Karate Kofuja-Do* hereinafter referred to as "Licensee".

DISTRICT AND LICNESEE AGREE AS FOLLOWS:

- Term: this agreement shall commence on 09/01/2021 and continue on a monthto-month basis until such time as either party gives notice of termination with a 30-day notice, or unless terminated earlier as provided in this Agreement.
- Premises: District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall", solely to conduct exercise classes.
 - District agrees to keep the temperature inside Hall as low as 78-degree
 Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the
 winter. The temperature may fluctuate between those two extremes at any
 point during the year.
 - Licensee agree to accept the Hall in its "as-is" condition "with all faults".
 - District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
- 3. Licensee' Requirements: Licensee shall:
 - a) Use the Premises to perform exercise classes ("Classes") only. Any other use must be permitted in writing by the District Administrator.
 - b) Conduct classes in the Hall. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
 - c) Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students. Licensee agree to provide Internet service connections and equipment required for classes, including stereo and speakers. Licensee further agree that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.

- d) Keep accurate enrollment records, including the students name, contact information and attendance records, and names of parents if a minor. Licensee shall provide a copy of these records to District monthly basis.
- e) Licensee will be responsible for the operations of their Classes and District will have no right to direct, supervise or control the day-to-day operations or activities of the classes taught by Licensee.
- f) Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee' use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.

4. Dates and Times of Permitted Use:

Access to Hall will be for one (1) hour commencing at 5:30pm and ending at 6:30pm, on Wednesday and Saturdays only. 10:30am to 11:30am

- a. No access will be granted on November 25th, December 23rd through December 26th and January 31st_1st. These are holidays the Districts completely shuts down the entire park for. Amounts will be prorated for the closures.
- b. No access will be granted for evening classes on the 3rd Tuesday of each month.
- c. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract. d.

- 5. License Fee: Licensee shall make payments in the amount of \$150.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of each month. Price is fixed, no adjustments will be made, unless for prorated amounts regarding special event closures, which District will communicate with Licensee 10 days in advance.
- 6. Independent Contractor: Licensee enter into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agree that they are not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee are responsible for providing, at their own expense, disability, unemployment, and other insurance, workers compensation, training, permits and licenses for themselves and for their employees and subcontractors.
- 7. Compliance with Laws and Regulations: Licensee shall, at Licensee' expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"),

now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.

- d) Licensees' instructors and any volunteers participating in the instruction of the classes shall have said instructors and volunteers clear a background check if working directly with children.
- e) Licensee's instructors, volunteers, and any participants shall follow the Districts current guidelines and protocols regarding COVID-19. Guidelines are as follows: if vaccinated no masks are required while indoors, if not vaccinated masks are required for all participants who qualify for the vaccine. If children are receiving instruction, it is the personal choice of the business to enforce a COVID-19 protocol, which would need to be approved by District before instruction can begin.
- f) Licensee shall not sublet their reserved timeslot to other instructors or businesses conducting the same instruction, all classes shall be led by Licensee. If other instructors, other than Licensee, are going to lead instruction, a list and relationship to Licensee must be provided to District.
- 8. Indemnification: Licenses shall indemnify, defend and hold harmless District, its officers, agents and employees from and against any and all loss, cost (including attorneys fees), damage, expense and liability (including statutory liability and liability under workers compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act of neglect by Licensee', its agents, employees, contractors, Lessees, participants, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement.

Licensee hereby release District from all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by an 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 License from claims for financial, personal injury, property damage and other damages by students. Failure on

- 9. **Restoration**: If any damage occurs to the Hall, fixtures or equipment, or if any repairs of replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
- 10. Assignment and Sublicensing: Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee' discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal ob ligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.
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 - 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.

Date: _

Calwa Recreation and Park District Agenda Item Transmittal



Meeting Date: October 19, 2021 For action by: X District Board Agenda Item Number: Regular Session: Consent Calendar Wording for Agenda: Approval of Trial Use of the Soccer Fields for 7v7 501(c)(3) Non-Profit Soccer League: Papi Football Inc. X Regular Item Public Hearing (Action) Presented By: DA and CEO of Papi Football Inc. Luis **Torres** Review: Submitting: District Administrator **District Administrator** (Initials Required) Contact Name and Phone Number: Adam Ramos 559-264-6867

Department Recommendation: Permit trial use of soccer fields for 7v7 non-profit.

Summary/Background: Mr. Torres from Papi Football Inc. a local non-profit is requesting use and partnership of Calwa Park and its Soccer Field, Field 3, for small sided 7v7 league games. His program targets youth, adults of all ages and he currently operates out of Mosqueda Park. He has over 50+ players enrolled year around and wants to bring the program to better fields. This will increase park attendance, increase sales for park services and vendors, and bring back organized soccer for Calwa public. We would operate with a Renters Agreement charge Mr. Torres a renter's fee of TBD. Expecting start date of program, if approved would be first week of November 2021. Trial use would be for 3 months and after 3 months contracts would be terminated or renewed

Prior Board Actions: NA

Attachments: Non-profit status document, Certificate of Liability Insurance, IRS EIN Proof

Recommended motion to be made by Board: Permit trial use of soccer fields for 7v7 non-profit.

Copies of this report have been provided to: Board Members and District Counsel



CERTIFICATE OF LIABILITY INSURANCE CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERAGE AFFORDED BY THE POLICIES BELOW OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the confers to the contract between the Issuing Insurer(s), Authorized Representative and the contract between the Issuing Insurer(s). DATE (MM/DD/YYYY) IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions of the endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME: Kandace Kalin O2 Sports Insurance 110 E. Broward Blvd., Suite 1700 855-351-0202 FAX (A/C, No): Fort Lauderdale Florida 33301 (A/C, No, Ext): 855-984-2379 kk@o2sportsinsurance.com ADDRESS: PRODUCER CUSTOMER ID: INSURED INSURER(S) AFFORDING COVERAGE PapiFutbol Infantil NAIC # INSURER A: Nationwide Mutual Insurance Company 4465 E. Floradora 23787 INSURER B: Fresno, CA 93703 A Member of the Sports, Leisure & Entertainment RPG INSURER C: INSURER D INSURER E INSURER F: COVERAGES **CERTIFICATE NUMBER: W**01952743 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE USED OF THE POLICY FOR ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE USED TO THE POLICY FOR ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE USED TO THE POLICY FOR THE POLICY F ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS O TYPE OF INSURANCE ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY NUMBER INSD | WVD POLICYEX COMMERCIAL GENERAL LIABILITY Х (MM/DD/YYYY) LIMITS Х 6P CLAIMS-05/22/2021 05/22/2022 EACH OCCURRENCE X OCCUR 12:01 AM EDT \$1,000,000 12:01 AM DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$5,000,000 POLICY PRODUCTS - COMP/OP AGG \$1,000,000 OTHER: PROFESSIONAL LIABILITY \$1,000,000 AUTOMOBILE LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000 05/22/2021 COMBINED SINGLE LIMIT 05/22/2022 ANY AUTO 12:01 AM EDT (Ea accident) \$1,000,000 OWNED AUTOS ONLY 12:01 AM SCHEDULED BODILY INJURY (Per person) AUTOS HIRED AUTOS ONLY Х NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) X PROPERTY DAMAGE NOT PROVIDED WHILE IN HAWAII UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE EACH OCCURRENCE DED RETENTION AGGREGATE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY N/A ANY PROPRIETOR/PARTNER/ Y/N OTHER STATUTE EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT If yes, describe under DESCRIPTION E.L. DISEASE - EA EMPLOYEE OF OPERATIONS below MEDICAL PAYMENTS FOR PARTICIPANTS E.L. DISEASE - POLICY LIMIT 05/22/2021 05/22/2022 PRIMARY MEDICAL 12:01 AM EDT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EXCESS MEDICAL Legal Liability to Participants (LLP) limit is a per occurrence limit. \$25,000 Sport(s): Soccer Youth Age(s): 12 and under, 13-15, 16-19 The City of Fresno and its officers, officials, employees, agents and volunteers are included as an additional insured as respects to general liability. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent or any other basis. All policy terms and conditions apply. See Attached Additional Remarks Schedule CERTIFICATE HOLDER

City of Fresno, PARCS and its officers, officials, employees, agents and volunteers

San Pablo Avenue

CA 93728

(Owner/Lessor of Premises)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



Filing Fee - \$30.00

Secretary of State Articles of Incorporation of a **Nonprofit Public Benefit Corporation**

ARTS-PB-501(c)(3)

4209210

FILED W Secretary of State State of California

OCT 3 1 2018

Copy Fees - First page \$1.00; each attachment page \$0.50;

IMPORTANT — Read Instructions before completing this form.

Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to https://www.ftb.ca.gov.

This Space For Office Use Only

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6. Read and Sign Below (This form must be signed by each incorporator. See instructions. Do not include a title.)

Sonia Becerra

Cinnature

Revenue Code section 501(c)(3).

Type or Print Name

I hereby ce transcript o is a full, true original rece California S

I hereby certify that the foregoing transcript of ______ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 2 8 2018 Rd

Date:__

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ALEX PADILLA, Secretary of State



### **EIN Assistant**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 83-2452310

Legal Name: PAPI FOTBOL INC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>

### 5. EIN Confirmation

### Help Topics

Can the EIN be used before the confirmation letter is received?

### REPORT TO BOARD OF DIRECTORS

Meeting Date: October 14, 2021

Report by: Hilda Cantú Montoy, District Counsel

Subject: First Amendment to Agreement for Employment of District Administrator

This report has been prepared at the direction of the Ad Hoc Committee that negotiated the amendments to the District Administrator's employment agreement; therefore, there is no recommendation provided as this is a policy determination.

The Board is asked to consider and determine whether to approve the First Amendment to Agreement for Employment of District Administrator with Adam Ramos.

Pursuant to the Brown Act, Government Code § 54953 (c) (3), prior to taking action on this item, the Board must verbally announce a summary of the action being considered as set forth below.

**Board Announcement** - If approved, the proposed First Amendment to Agreement for Employment of District Administrator provides as follows:

- Effective September 16, 2021, the Compensation is \$44,265.60 per year;
- The term of the Agreement is extended to September 15, 2022...

### FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT OF DISTRICT ADMINISTRATOR

This First Amendment to Employment Agreement ("First Amendment") is made and entered on October __, 2021, by and between the Calwa Recreation and Park District ("District") and Adam Ramos ("Employee)

### **RECITALS**

WHEREAS, District and Employee entered an Employment Agreement ("Agreement") effective September 16, 2021; 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 3 of the Employment Agreement is amended to read as follows and to repeal prior text in Section 3:

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

This Employment Agreement is extended for a term of one year to September 15, 2022. The term of this Agreement shall be at the will of either party.

SECTION 2. Section 5 of the Employment Agreement is amended to read as follows:

### 5. <u>Compensation</u>.

Effective September 16, 2021, Employee shall be paid an annual base salary of forty-four thousand two hundred sixty five dollars and sixty cents (\$44,265.60) per year paid in accordance with the District's payroll procedures.

**SECTION 3.** Except as amended by this First Amendment to Agreement, all other terms in the Employment Agreement shall continue in full force and effect.

(Signatures on next page)

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

CALWA	RECREA	TION A	AND PA	ARK D	DISTRI	СТ

Esmeralda Zamora, Board Chairperson
Date:
EMPLOYEE
Adam Ramos
Date: