

Calwa Recreation and Park District  
Agenda Item Transmittal



**Meeting Date:** March 15, 2022

**Agenda Item Number:** D-1

**Wording for Agenda:** COVID-19 Update – Discussion and Direction by Board on current procedures to Park Operations (**Informational**)

**Submitting: District Administrator**

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

<b>For action by:</b> <input checked="" type="checkbox"/> District Board
<b>Regular Session:</b> <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
<b>Review:</b> <b>District Administrator (Initials Required)</b>  <u>AR</u>

**Department Recommendation:** Continue to monitor city and state guidelines regarding COVID-19 and any variants. Continue with events, public outreach, and normal park operations while upholding current COVID-19 policies and new mask mandate enacted by the State of California, or County of Fresno, City of Fresno, and CDC.

**Summary/Background:** District is committed to the safety of all staff and park goers during this pandemic. Vaccines and testing are always suggested to all staff or park goers, and staff are committed to providing information to public on when and how to acquire vaccinations and testing services. During the years since the outbreak, variations of COVID-19 have occurred. District will remain vigilant to the guidelines of the City of Fresno, County of Fresno, State of California, and the CDC for guidance. Mask mandates have been lifted for vaccinated individuals while indoors, are staff are required to continue to wear masks while indoors with public and optional for staff when working in enclosed spaces if vaccinated.

**Prior Board Actions:** Maintain all park operations with current District protocols in place regarding programs and public events.

**Attachments:** Current County of Fresno Metrics, State of California website mask mandate support documents.

**Recommended motion to be made by Board:** Maintain current operations.

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

## Calwa Recreation and Park District Agenda Item Transmittal

### When to wear a mask

These are the statewide guidelines for masks. Your local area may have more. Check [your area's COVID-19 website](#).

#### **Everyone is required to wear masks in:**

- Indoor public spaces (until February 15, 2022)
- Workplaces (until February 15, 2022)
- Public transit
- Healthcare settings (including long term care facilities)
- Adult and senior care facilities
- Indoors in K-12 schools, childcare, and other youth settings
- State and local correctional facilities and detention centers
- Homeless shelters, emergency shelters, and cooling centers

### **California is Open, With Some Restrictions**

As of June 15, 2021 California retired the [Blueprint for a Safer Economy Guidance](#). California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow masking guidelines in select settings. Some restrictions also still exist for large events.

- [Beyond the Blueprint for Industry and Business Sectors](#) (Updated guidance for Mega Events - 3/4/2022)
- [Beyond the Blueprint Questions & Answers](#): (Industry and Sector Guidance - 3/4/2022)
- [Staying Ready - California's COVID-19 Preparedness & Equity Strategies](#) (6/15/2021)

### **Masking Guidance**

- [CDPH - Guidance for the Use of Face Coverings](#) (2/28/2022)
- Changes Made on February 28, 2022:
  - Effective March 1, 2022, the requirement that unvaccinated individuals mask in indoor public settings will move to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking.
  - Universal masking shall remain required in specified high-risk settings.

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After March 11, 2022, the universal masking requirement for K-12 and Childcare settings will terminate. CDPH strongly recommends that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts

## Guidance and Resources

### Communication Toolkits

## COVID-19 Cases and Vaccinations in Fresno County

Last updated: March 4, 2022 at 4:15 PM (Includes 2/26/22 - 3/4/22)

- **Total Confirmed Cases:** 227,154 (+1,475)
- **Total COVID-19 Associated Deaths Among Confirmed Cases:** 2,640 (+43)
- **Currently Hospitalized:** 217 (-78)
- **Test Results Received and Processed:** 2,518,978 (+25,403)

Visit the [COVID-19 Data Webpage](#) to access the full Fresno County Data Hub and the Vaccine Dashboard for up-to-date case counts, deaths, hospitalizations, vaccinations and more.

*\*These data are considered preliminary and may be changed without notice.*

*The case counts presented above, at this time, only include confirmed COVID-19 cases with a positive real-time reverse transcriptase-polymerase chain reaction (rRT-PCR) laboratory test. This number will under-report the true burden of the disease in our community as not all persons ill will be tested, reported correctly, or diagnosed using a PCR test (positive antigen tests conducted by a medical professional and an at-home testing kit are not included in these counts). As the pandemic progresses and the availability of antigen and at-home tests increases, it is reasonable to expect that the level of under-reporting of the true burden will increase. Although the counts may not be able to show the exact burden of the disease, they do provide valuable information about the general trends seen in the community. **All positives, regardless of testing method, should clinically be considered a COVID-19 positive case and isolate.***

## 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	Health Equity Metric (HPI Test Positivity)	Trend
3/7	10.2	23.7	12.1	↓
2/28	12.3	35	14.4	↓
2/22	17.1	52.8	21.5	↓
2/14	26.5	119.6	32.5	↓
2/7	30.2	160.9	35.5	↓
1/31	34.1	232.6	39.4	↑
1/24	30.9	203.9	34.6	↑
1/18	28.2	172.8	28.2	↑
1/10	14.0	39.5	13.0	↑
1/3	5.9	16.5	5.5	↑

12/27	4.9	13.0	5.4	↓
12/20	4.9	13.5	6.0	↓
12/13	5.4	13.3	6.5	↓
12/6	6.0	12.4	7.5	↓
11/29	6.8	19.9	8.4	↓
11/22	7.5	24.6	9.2	↓
11/15	8.2	27.1	10.7	↓
11/8	9.5	33.7	10.4	↑
11/1	8.9	31.8	9.9	↑
10/25	7.8	25.6	8.9	↓
10/18	7.8	26.6	10.0	↓
10/11	8.0	27.0	10.2	-
10/4	7.8	28.7	9.9	↓
9/27	9.3	37.7	11.6	-
9/20	9.4	37.9	10.9	-
9/13	9.1	43.6	10.3	-
9/8	9.8	43.9	10.9	↑
8/30	11.2	40.9	12.9	↑
8/23	12.0	36.6	13.0	↑
8/16	9.8	23.7	11.3	↑
8/12	10.0	22.3	11.1	↑
8/9	9.4	20.8	10.2	↑
8/2	6.3	11.1	7.1	↑
7/26	4.0	6.5	4.0	↑
7/19	2.8	3.9	3.1	↑
7/12	1.5	1.8	1.9	-
6/28	1.5	2.0	1.9	-

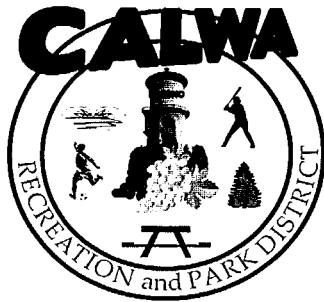
*\*California Blueprint Data Archive*

County Risk Level	Positive 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

As of June 15, 2021 California retired the [Blueprint for a Safer Economy Guidance](#). California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow

Calwa Recreation and Park District  
Agenda Item Transmittal



**Meeting Date:** March 15, 2022

**Agenda Item Number:** D-2

**Wording for Agenda:** Update on Swimming Pool Project  
(Informational)

**Submitting:** District Administrator

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**

District Board

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** Continue with construction and finalize project.

**Summary/Background:** After discussions with the Project Manager, they stated that until all funding is acquired construction will be halted. Project Manager is also processing applications for American Rescue Plan Act 2021 seeking remaining funds for the pool. Current amount available for Pool construction is \$93,771.49. After working with County of Fresno, our ARPA Funding Agreement has been approved, for the amount of \$275,000. Once Board signatures are acquired, the agreement will be provided back Fresno County for final approval.

**Prior Board Actions:** Continue with construction once agreements are approved.

**Attachments:** Current donations received, current expense report, current work remaining on, project.

**Recommended motion to be made by Board:** Schedule work once all funding finalized.

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

# Calwa Pool Cash Donations



	AMOUNT	DATE
Kaiser Permanente	\$80,000.00	5/22/2019
Maricopa Orchards LLC (Fared Assemi)	\$20,000.00	5/30/2019
Donaghy Sales	\$10,000.00	6/3/2019
County Supervisor District 3 (Sal Quintero)	\$5,000.00	11/8/2019
Chevron	\$5,000.00	5/15/2019
Fresno Housing Authority	\$5,000.00	8/16/2019
Fresno City Council District 5 (Luis Chavez)	\$5,000.00	11/8/2019
American Ambulance	\$5,000.00	8/15/2019
The Spencer Family Charitable Foundation	\$5,000.00	11/6/2019
David "Butch" Benjamin/University Market Inc.	\$5,000.00	11/25/2019
Cagjia Environmental/Orange Ave Disposal	\$3,500.00	10/24/2019
CORE Business Interiors	\$3,500.00	11/5/2019
Fresno Deputy Sheriffs Association	\$2,500.00	10/25/2019
US Cold Storage	\$1,500.00	10/29/2019
Bakman Water Company	\$1,500.00	10/24/2019
Ed Kashian, Lance Kashian Co.	\$1,000.00	10/21/2019
HOPE Encounters	\$500.00	6/18/2019
Mid Valley Distributors	\$500.00	8/16/2019
Dirk Poeschel Land Development	\$500.00	5/30/2019
Robert E. Smittcamp	\$5,000.00	5/27/2020
City of Fresno (Councilman Luis Chavez)	\$3,700.00	8/20/2020
City of Fresno (Councilman Luis Chavez)	\$5,000.00	7/29/2019
CalViva Health	\$20,000.00	6/30/2021
Sheriff's Foundation for Public Safety	\$5,000.00	6/10/2021
Kashian	\$2,000.00	11/30/2021
Kaiser Permanente #2 Donation *	\$30,000.00	9/30/2021
Chevron	\$26,000.00	1/5/2022
Totals: as of 1/13/2022	\$256,700.00	

FEB/15/22

Calwa Pool Expenses



Amount	Date	Vendor
\$18,074.26	1/7/2021	C-III
\$2,900.00	10/13/2020	Precision Civil Engineering
\$160.00	11/21/2019	Yellowdog Signs
\$48,000.00	12/25/2019	C-III
\$2,820.00	12/25/2019	C-III
\$709.00	12/25/2019	C-III
\$22,500.00	9/10/2020	C-III
\$334.25	8/17/2020	C-III
\$6,000.00	10/13/2020	CMG Construction
\$13,479.00	1/14/2021	C-III
\$8,328.00	2/22/2021	C-III
\$39,624.00	3/1/2021	C-III
\$162,928.51		
\$93,772.00		

Remaining Expenses as of 10/12/21

Pool Coping	\$ 3,840.00
Pool Concrete	\$ 19,296.00
Plaster	\$ 31,750.00
Fence	\$ 28,949.00
Pool Pump Equipment	\$ 27,682.00
26'x26' Shade Structure w/install	\$ 16,500.00
Restroom and Showers	\$ 93,500.00
<b>Total Remaining Expenses</b>	<b>\$221,617.00</b>

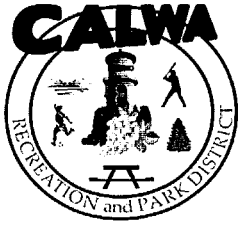




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Pool Pump Equipment	\$ 27,682.00
26'x26' Shade Structure w/install	\$ 16,500.00
Restroom and Showers	\$ 93,500.00
<b>Total Remaining Expenses</b>	<b>\$ 221,517.00</b>
<b>Remaining Budget</b>	<b>\$65,771.49</b>
<b>Total Deficit</b>	<b>\$ (155,745.51)</b>

**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** D-3

**Wording for Agenda:** Update on Prop 68 (Informational)

**Submitting:** District Administrator

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**

District Board

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** Continue with projects construction and completion.

**Summary/Background:** Prop 68 Updates are as follows: construction permits are being approved as they come along through the City of Fresno from the WRT Team. Once all permitting approved, construction will begin with breaking ground ceremony etc. That anticipated breaking ground date will be contingent on permitting approvals. Prop 68 Team will also assist District with an art event or beautify the park event in the upcoming future.

**Prior Board Actions:** N/A.

**Attachments:** Final Furnishing Drafts and Blueprints, Rocket Relocation Document.

**Recommended motion to be made by Board:** Continue to monitor project progress.

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

# CALWA PARK RENOVATION PROJECT



- 1 PICNIC AREAS
  - 2 OUTDOOR EXERCISE AREA
  - 3 THREE AGE APPROPRIATE PLAYGROUNDS
  - 4 WALKING LOOP
  - 5 **RELOCATED AND RENOVATED ROCKET;  
CONCRETE PAVING AND FOG FEATURE**
  - 6 MARKET PLAZA WITH EXISTING SNACK BAR  
RENOVATION AND KIOSK SIGN PANEL
  - 7 SENSORY AND DROUGHT-TOLERANT  
DEMONSTRATION GARDEN
  - 8 LIGHTING THROUGHOUT
  - 9 PLANTING (DROUGHT TOLERANT SOD/  
TREES, PARKING LOT STORMWATER  
MANAGEMENT, IRRIGATION)
- \* LOCATION OF EXISTING CALWA ROCKET**





## CALWA PARK RENOVATION

CALWA RECREATION AND PARK DISTRICT  
4545 E CHURCH AVE.  
FRESNO, CA 93725

CLIENT  
FRIENDS OF CALWA HEALTHY COMMUNITY

ARCHITECT  
LANDSCAPE ARCHITECT  
WALLACE ROBERTS & TOOD, INC.  
5417 MARCOSSA LA #103  
WILTON CA 94098

CIVIL ENGINEER  
PRODIGE & PRITCHARD  
4000 S STANTON ST  
2855 S JOHNSON AVENUE  
1800000000000000

PLANNING DESIGN  
JANUS DESIGN  
1000 CALWA AVE #103  
FRESNO CA 93725

ARCHITECT  
PAUL HAJAJIAN ARCHITECTS  
1000 CALWA AVE #103  
FRESNO CA 93725

LANDSCAPE ARCHITECT  
URBAN DIVERSITY DESIGN  
4000 S STANTON ST  
2855 S JOHNSON AVENUE

ELECTRICAL ENGINEER  
TEETER, LLP  
2000 CALWA AVE #103  
FRESNO CA 93725

TRUCKING & RENTALS  
AMERICAN TRUCK RENTALS  
3400 S JOHNSON AVE  
FRESNO CA 93725

IRIGATION CONSULTANT  
ROBERT BERO LANDSCAPE ARCHITECT  
1000 CALWA AVE #103  
FRESNO CA 93725

BIOTECNICAL ENGINEER  
BIK ASSOCIATES  
1000 CALWA AVE #103  
FRESNO CA 93725

DATE DESCRIPTION

DRAFT

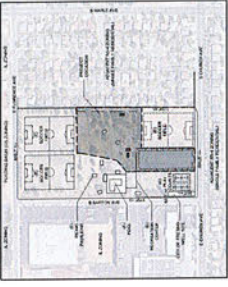
100% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION

SCALE

NET PROJECT # 27242  
DESIGN DATE 12/20/2017  
DRAWN BY CLF  
CHECKED BY JCF  
SCALE 1" = 20'

### PLANNING SITE PLAN

### KEY MAP

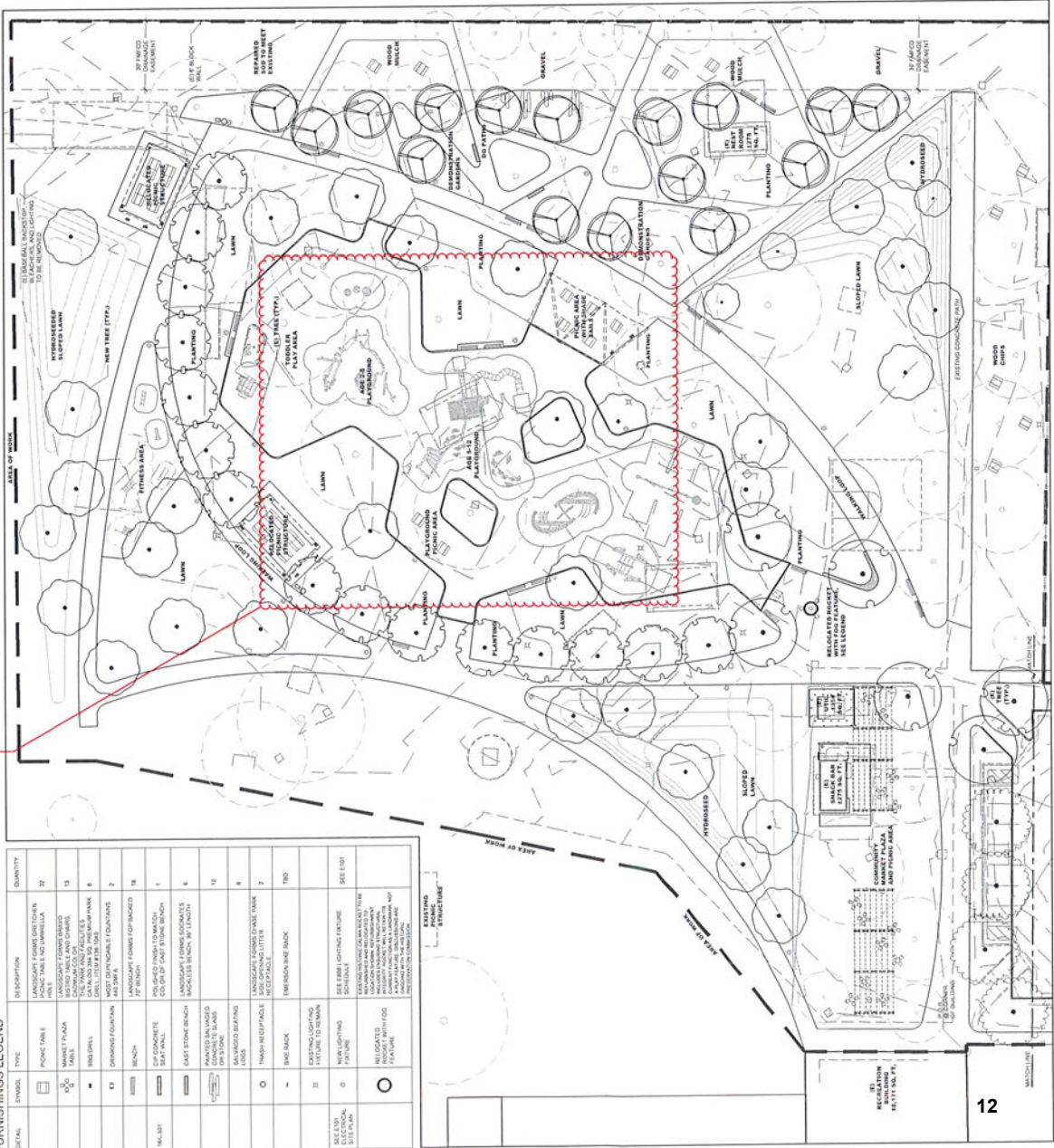
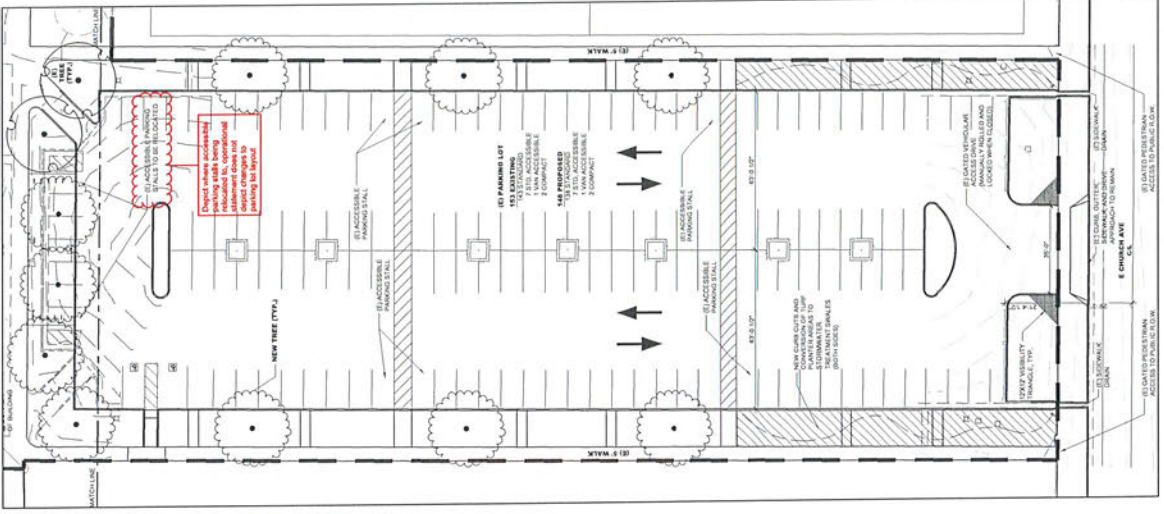


- 1. ALL DESIGN INFORMATION SHALL BE PROVIDED IN A CLARIFYING MANNER TO THE CLIENT.
- 2. ALL DESIGN INFORMATION SHALL BE PROVIDED IN A CLARIFYING MANNER TO THE CLIENT.
- 3. ALL DESIGN INFORMATION SHALL BE PROVIDED IN A CLARIFYING MANNER TO THE CLIENT.

### PROJECT INFORMATION

APPL. NO. 27-150739 - EXHIBIT A DATE 12/20/17  
PLANNING REVIEW BY DATE 12/20/17  
TRAFFIC ENG. DATE 12/20/17  
APPROVED BY DATE 12/20/17  
CITY OF FRESNO DARRM DEPT

Permittals to Section 15.20(a) of the P.M.C. when a City of Fresno is required to issue a permit for the proposed work on the site of the structure, the permittees must set back to a distance equal to the minimum set back on the site plan.



### FURNISHINGS LEGEND

SYMBOL	TYPE	DESCRIPTION	QUANTITY
□	POUR TABLE	LANDSCAPE FORMS FOR TABLE	25
○	MARKET PLACE	WOODEN TABLES TO OVERLAP	13
■	BENCH	WOODEN BENCHES	13
▭	SEAT WALL	WOODEN SEAT WALLS	6
▧	BENCH	WOODEN BENCHES	2
▨	BENCH	WOODEN BENCHES	18
▩	BENCH	WOODEN BENCHES	1
▪	BENCH	WOODEN BENCHES	6
▫	BENCH	WOODEN BENCHES	13
▬	BENCH	WOODEN BENCHES	8
▭	BENCH	WOODEN BENCHES	2
▮	BENCH	WOODEN BENCHES	18
▯	BENCH	WOODEN BENCHES	2



**CALWA PARK  
RENOVATION**

CALWA REGION AND HANFORD-RELI  
541 E CHURCH AVE  
RENO, CA 97525

CONTRACT NO. 16-0001  
SHEET NO. 16-0001-01

ARCHITECT: **WALLACE PARTNERS & ASSOCIATES**  
1001 E. MAIN ST., SUITE 100  
RENO, CA 97501  
PHONE: (530) 843-2121  
FAX: (530) 843-2122  
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PROFESSOR OF ARCHITECTURE  
**PROFESSOR OF ARCHITECTURE**  
1001 E. MAIN ST., SUITE 100  
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**LANDSCAPE ARCHITECT**  
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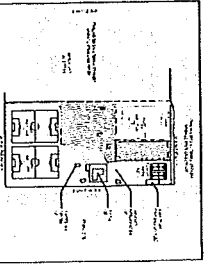
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**100% SCHEMATIC DESIGN -  
NOT FOR CONSTRUCTION**

DATE: 11/21/2016  
DRAWN BY: J. HARRIS  
CHECKED BY: M. HARRIS  
SCALE: AS SHOWN

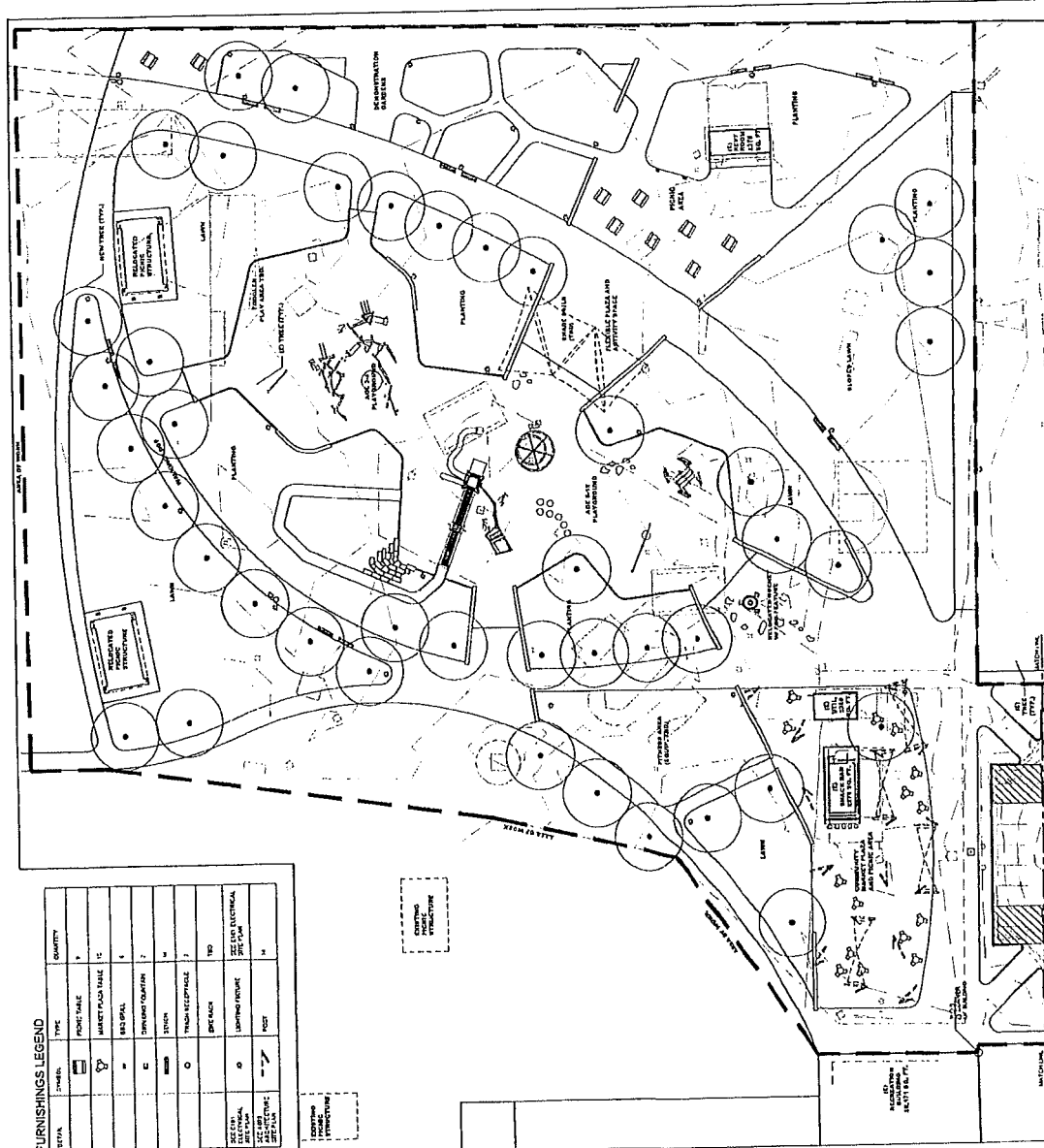
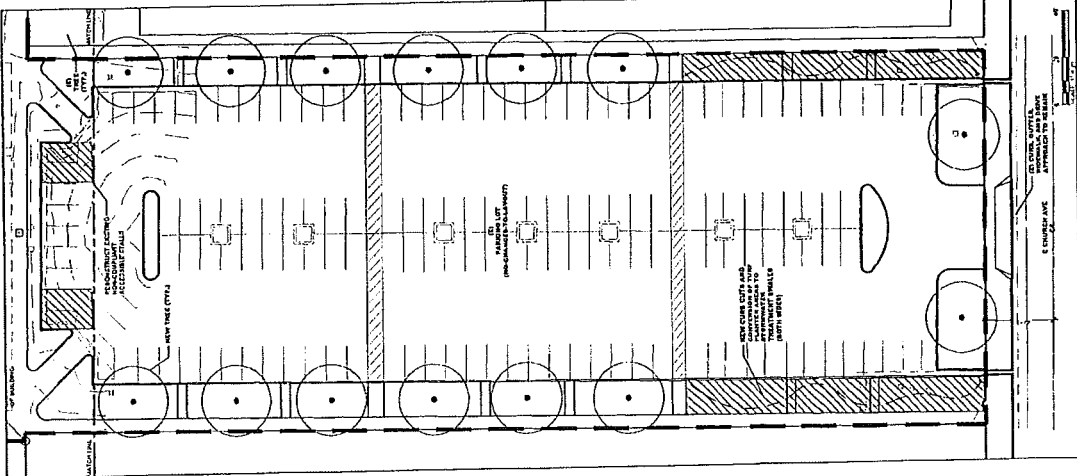
**PLANNING SITE PLAN**

**VICINITY MAP**



**PROJECT INFORMATION**

OWNER: CALWA REGION AND HANFORD-RELI  
541 E CHURCH AVE  
RENO, CA 97525  
PROJECT NO: 16-0001  
SHEET NO: 16-0001-01  
DATE: 11/21/2016  
DRAWN BY: J. HARRIS  
CHECKED BY: M. HARRIS  
SCALE: AS SHOWN  
PROJECT DESCRIPTION: CALWA PARK RENOVATION  
PROJECT LOCATION: 541 E CHURCH AVE, RENO, CA 97525  
PROJECT AREA: 1.5 ACRES  
PROJECT PERMIT NO: 16-0001  
PROJECT START DATE: 11/21/2016  
PROJECT END DATE: 11/21/2016  
PROJECT STATUS: 100% SCHEMATIC DESIGN - NOT FOR CONSTRUCTION  
PROJECT CONTACT: J. HARRIS  
PROJECT PHONE: (530) 843-2121  
PROJECT FAX: (530) 843-2122  
PROJECT WEBSITE: WWW.WPAA.COM



**FURNISHINGS LEGEND**

SYMBOL	ITEM	QUANTITY
[Symbol]	PICTURE TABLE	3
[Symbol]	MARBLE TABLE	1
[Symbol]	BAR STALL	1
[Symbol]	SPRING FOUNTAIN	1
[Symbol]	SEVEN	1
[Symbol]	TRUNK TELEPHONE	1
[Symbol]	BIKE RACK	10
[Symbol]	LAMPING FIXTURE	10
[Symbol]	POST	10
[Symbol]	220V ELECTRICAL	10
[Symbol]	110V ELECTRICAL	10







# CALWA PARK RENOVATION

CALWA RECREATION AND PARK DISTRICT  
4616 E CHURCH AVE  
FRESNO, CA 93725

CLIENT  
FRESNO BUILDING HEALTHY COMMUNITI  
FRESNO, CA 93725

LANDSCAPE ARCHITECT  
WALLACE ROBERTS & TODD, INC.  
SAN FRANCISCO, CA 94104  
WWW.WRT.COM

CIVIL ENGINEER  
PROVOST & WITCHARD  
1210 N MARKET ST  
SAN FRANCISCO, CA 94102  
WWW.PWENGINEERS.COM

LANDSCAPE DESIGNER  
ARTISANSCAPE  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
WWW.ARTISANSCAPE.COM

ARCHITECT  
PAUL HAJAJAN ARCHITECTS  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
WWW.PHA.AA

COMMUNITY DESIGN AND GRANT  
URBAN DIVERSITY DESIGN  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
WWW.URBANDIVERSITYDESIGN.COM

TELEPHONE CONSULTANT  
TELEPHONE CONSULTANT  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
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PLANNING SAFETY CONSULTANT  
PLANNING SAFETY CONSULTANT  
1010 MARKET ST STE 34  
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IRIGATION CONSULTANT  
ROBERT BOND LANDSCAPE ARCHITECT  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
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GEOTECHNICAL ENGINEER  
BSK ASSOCIATES  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
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PLANNING SAFETY CONSULTANT  
PLANNING SAFETY CONSULTANT  
1010 MARKET ST STE 34  
SAN FRANCISCO, CA 94102  
WWW.PSC.AA

REVISIONS  
REV# DATE DESCRIPTION

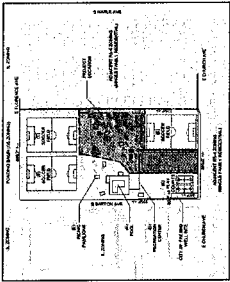
100% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION

SCALE

PROJECT # 87962  
DATE 07/2017  
DESIGNED BY AD  
SCALE 1"=20'

## PLANNING SITE PLAN

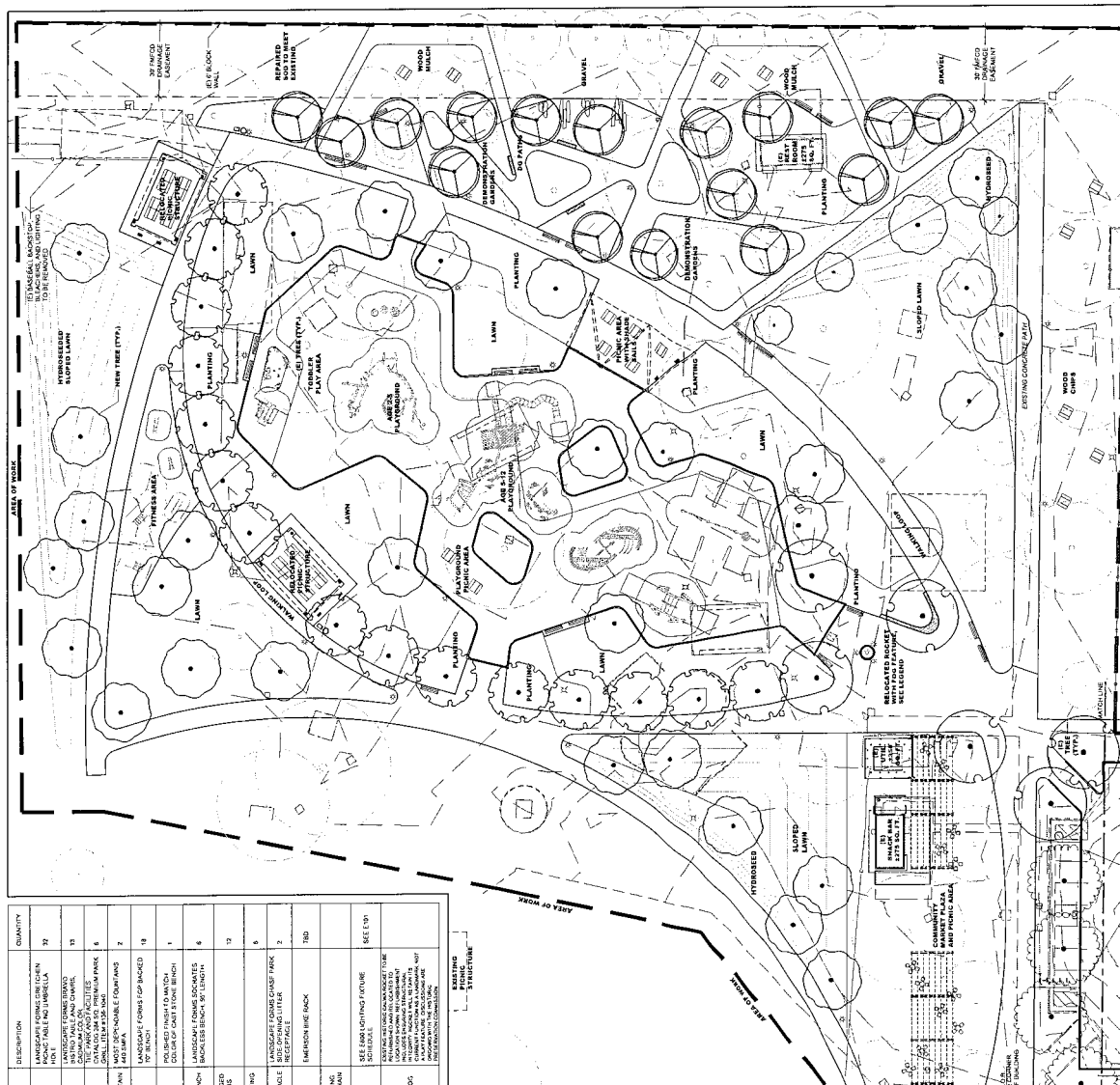
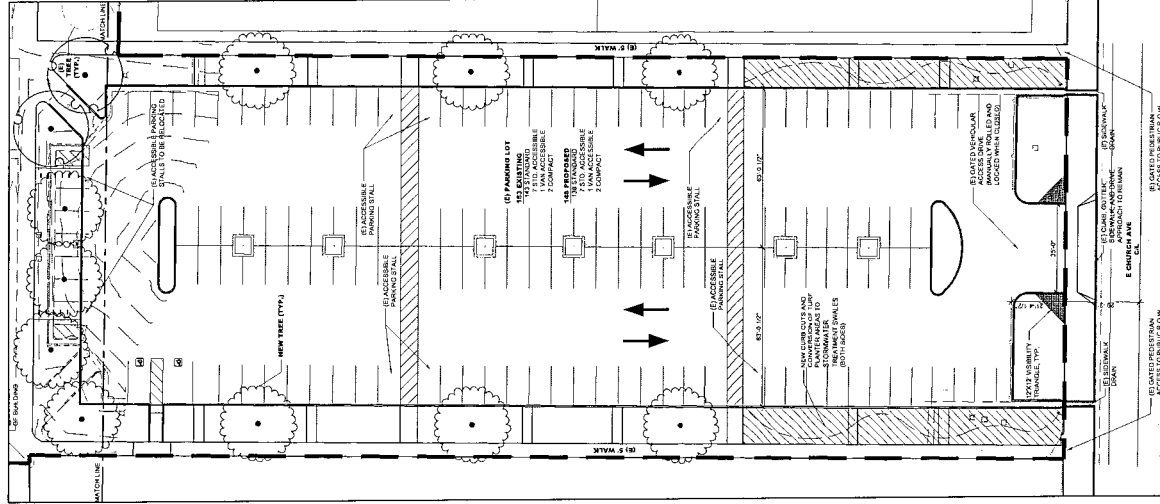
KEY MAP



- DETAIL DESCRIPTION:  
PORTION OF LOT 11 OF THE BIGHAND TRACT FILED IN BOOK 4, PAGE 38 OF FRESNO COUNTY PLATS.
1. ANY CHANGES TO THE EXISTING PLAN SHALL BE INDICATED BY A RED LINE OR BY A RED CIRCLE.
  2. ANY CHANGES TO THE EXISTING PLAN SHALL BE INDICATED BY A RED LINE OR BY A RED CIRCLE.
  3. ANY CHANGES TO THE EXISTING PLAN SHALL BE INDICATED BY A RED LINE OR BY A RED CIRCLE.

### PROJECT INFORMATION

OWNER: CALWA RECREATION AND PARK DISTRICT  
ADDRESS: 4616 E CHURCH AVE, FRESNO, CA 93725  
SITE AREA: 1.6 ACRES (TOTAL TRACT 1.6 ACRES)  
PROJECT TYPE: COMMUNITY PARK RENOVATION  
DESIGNING ENGINEER: WALLACE ROBERTS & TODD, INC.  
DESIGNING ARCHITECT: WALLACE ROBERTS & TODD, INC.  
DESIGNING CIVIL ENGINEER: PROVOST & WITCHARD  
DESIGNING LANDSCAPE ARCHITECT: WALLACE ROBERTS & TODD, INC.  
DESIGNING PLANNING SAFETY CONSULTANT: WALLACE ROBERTS & TODD, INC.  
DESIGNING IRIGATION CONSULTANT: WALLACE ROBERTS & TODD, INC.  
DESIGNING GEOTECHNICAL ENGINEER: WALLACE ROBERTS & TODD, INC.



SYMBOL	TYPE	DESCRIPTION	QUANTITY
[Symbol]	PLANTING	NEW TREES (TYPE)	37
[Symbol]	PLANTING	NEW SHRUBS (TYPE)	13
[Symbol]	PLANTING	NEW PERENNIALS (TYPE)	4
[Symbol]	PLANTING	NEW MULCH (TYPE)	7
[Symbol]	PLANTING	NEW LANDSCAPE LIGHTING (TYPE)	19
[Symbol]	PLANTING	NEW BENCHES (TYPE)	1
[Symbol]	PLANTING	NEW TABLES (TYPE)	6
[Symbol]	PLANTING	NEW PLAY EQUIPMENT (TYPE)	13
[Symbol]	PLANTING	NEW FURNITURE (TYPE)	9
[Symbol]	PLANTING	NEW SIGNAGE (TYPE)	2
[Symbol]	PLANTING	NEW STRUCTURE (TYPE)	1
[Symbol]	PLANTING	NEW LIGHTING (TYPE)	1
[Symbol]	PLANTING	NEW ELECTRICAL (TYPE)	1
[Symbol]	PLANTING	NEW PAVING (TYPE)	1
[Symbol]	PLANTING	NEW CONCRETE (TYPE)	1
[Symbol]	PLANTING	NEW METAL (TYPE)	1
[Symbol]	PLANTING	NEW WOOD (TYPE)	1
[Symbol]	PLANTING	NEW BRICK (TYPE)	1
[Symbol]	PLANTING	NEW STONE (TYPE)	1
[Symbol]	PLANTING	NEW GLASS (TYPE)	1
[Symbol]	PLANTING	NEW CERAMIC (TYPE)	1
[Symbol]	PLANTING	NEW TILE (TYPE)	1
[Symbol]	PLANTING	NEW PAINT (TYPE)	1
[Symbol]	PLANTING	NEW FINISH (TYPE)	1
[Symbol]	PLANTING	NEW ACCESSORIES (TYPE)	1
[Symbol]	PLANTING	NEW SUPPLIES (TYPE)	1

FURNISHINGS LEGEND

**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-1

**Wording for Agenda:** Bank Account Information (all accounts)  
(Informational)

**Submitting:** District Administrator  
**Contact Name and Phone Number:** Adam J. Ramos  
559-264-6867

<b>For action by:</b> <input checked="" type="checkbox"/> District Board
<b>Regular Session:</b> <input type="checkbox"/> Consent Calendar <input checked="" type="checkbox"/> Regular Item <input type="checkbox"/> Public Hearing
<b>Review:</b> <b>District Administrator (Initials Required)</b>  _____

**Department Recommendation:** NA.

**Summary/Background:** District review of all accounts including REV, PR, and County Ledger for Feb 2022 numbers.

**Prior Board Actions:** NA

**Attachments:** Monthly General Ledger Transaction Register for fund [REDACTED], Reconciliation Reports for accounts REV and PR, Detailed Report on Account Activity for REV and PR Accounts.

**Recommended motion to be made by Board:** NA

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



# Account Overview

## Business

CHECKING & SAVINGS	CURRENT BALANCE	AVAILABLE BALANCE
[REDACTED]	\$16,619.16	\$16,619.16

## Transfers & Payments

Unpaid eBills	0
Scheduled transactions	0

## My Spending

### Eligible Accounts

March 2022

You have no transactions for the account and date selected. Please try again.

Feedback

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
2/28/2022		CHECK	Uncategorized	Uncategorized	CHECK		-50		\$25,094.33
2/28/2022		XFER FROM CHECKING ACCT # 070-584388 - IN PERSON	Uncategorized	Uncategorized	XFER			20000	\$25,144.33
2/25/2022		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 022522 2RJIG 0873956 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-80.83		\$5,144.33
2/22/2022		CHECK	Uncategorized	Uncategorized	CHECK		-611.17		\$5,225.16
2/15/2022		DIRECTDEBIT ADP WAGE PAY WAGE PAY 021522 645079898474JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-5466.6		\$5,836.33
2/15/2022		DIRECTDEBIT ADP Tax ADP Tax 021522 RRIJIG 021504A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1870.1		\$11,302.96
2/11/2022		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 021122 2RJIG 9081250 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-80.83		\$13,173.07
2/10/2022		CHECK	Uncategorized	Uncategorized	CHECK		-50		\$13,253.90
2/4/2022		CHECK	Uncategorized	Uncategorized	CHECK		-672.04		\$13,303.90
2/1/2022		DIRECTDEBIT ADP WAGE PAY WAGE PAY 020122 568056840524JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-5347.9		\$13,975.94
2/1/2022		DIRECTDEBIT ADP Tax ADP Tax 020122 RRIJIG 020103A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1844.8		\$19,323.82

# Business

## CHECKING & SAVINGS

CURRENT BALANCE

AVAILABLE BALANCE

CLASSIC BUSINESS CHECKING

\$45,919.96

\$45,843.96

## Transfers & Payments

Unpaid eBills

0

Scheduled transactions

0

## My Spending

Eligible Accounts

March 2022

Household	91%	\$154.50
Bills & Utilities	9%	\$14.99
Total		\$169.49



Feedback

PeopleSoft  
 MONTHLY GENERAL LEDGER TRIAL BALANCE

Fund:	Calwa Park And Recreation Dist	Debit Accts	Beginning Balance	Year-to-Date	Transaction	Current Balances
Subclass:	10000	Debit Accts	Credit Accts	Debits	Credits	Debits Accts
General Subclass						Credit Accts
	Cash In Treasury	383,547.53	0.00	303,389.60	0.00	686,937.13
	Interest Receivable	2,438.16	0.00	0.00	2,438.16	0.00
	Due To Other Governmental	0.00	0.00	0.00	0.00	0.00
	Fiduciary Closing	0.00	1,619,309.92	0.00	0.00	1,619,309.92
	Fund Balance - Unassigned	0.00	2,028,778.94	0.00	252,148.00	2,280,926.94
	RDA AEX1 26 Property Tax	0.00	-3,262,103.17	150,000.00	0.00	-3,412,103.17
	Redev Tax Increm Reimb	0.00	0.00	0.00	28,567.71	28,567.71
	Property Taxes-Current Sec	0.00	0.00	0.00	15,118.45	15,118.45
	Suppl-Current Secured	0.00	0.00	0.00	147,240.38	147,240.38
	Supplemental-Curr Unsec Pr	0.00	0.00	0.00	3,820.17	3,820.17
	Property Taxes-Curr Unsec	0.00	0.00	0.00	83.89	83.89
	Interest	0.00	0.00	0.00	862.46	862.46
	State-I/L Homeowners Prop	0.00	0.00	0.00	1,731.63	1,731.63
	SUB CLASS TOTAL	385,985.69	385,985.69	453,389.60	453,389.60	686,937.13

End of Report

Fiscal Year 2022  
 Through Period 8

Beginning Balance  
 Debit Accts      Credit Accts

Year-to-Date Transaction  
 Debits                      Credits

Current Balances  
 Debits Accts      Credit Accts

Carwa Park And Recreation Dist  
 Subclass: 10000  
 General Subclass

GRAND TOTALS	385,985.69	385,985.69	453,389.60	453,389.60	686,937.13	686,937.13
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End of Report

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Fund: 4660 Calwa Park And Recreation Dist SUBCLASS: 10000 ACCOUNT: 0110						
Sub class: 10000 General Subclass						
Account: [REDACTED]						
	Cash In Treasury	0110				0.00
			Beginning Balance			
			02/17/2022 AUD	685,561.57		
			02/25/2022 AUD		352.19	
			Cash In Treasury		1,023.37	
			Ending Balance		1,375.56	
						0.00
			Beginning Balance			
			02/17/2022 AUD	-2,444.61		
			02/25/2022 AUD			352.19
			Suppl-Current Secured			1,023.37
			Ending Balance		0.00	1,375.56
			Subclass Total		1,375.56	1,375.56
			Fund Total		1,375.56	1,375.56

End of Report

2:35 PM

03/10/22

**Calwa Recreation and Park District**  
**Reconciliation Summary**  
Bank of West NEW REV ...08, Period Ending 02/28/2022

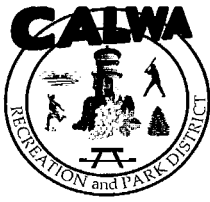
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	<u>Feb 28, 22</u>	
Beginning Balance		68,933.49
Cleared Transactions		
Checks and Payments - 35 items	-17,451.00	
Total Cleared Transactions	<u>-17,451.00</u>	
Cleared Balance		<u>51,482.49</u>
Register Balance as of 02/28/2022		51,482.49
Ending Balance		51,482.49

**Calwa Recreation and Park District**  
**Reconciliation Detail**  
**Bank of West NEW REV ...08, Period Ending 02/28/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						68,933.49
Cleared Transactions						
Checks and Payments - 35 items						
General Journal	06/30/2021	GL022...		X	-7,960.83	-7,960.83
Check	02/01/2022		PG and E	X	-1,558.19	-9,519.02
Check	02/01/2022		Streamline	X	-75.00	-9,594.02
Check	02/01/2022		Ameriguard Security...	X	-51.99	-9,646.01
Check	02/02/2022		Central Sanitary Sup...	X	-482.06	-10,128.07
Check	02/02/2022		Leasedirect Payment	X	-141.08	-10,269.15
Check	02/02/2022		Amazon	X	-84.50	-10,353.65
Check	02/02/2022		Amazon	X	-8.65	-10,362.30
Check	02/03/2022		Quickbooks Intuit	X	-70.00	-10,432.30
Check	02/04/2022		Regime Republic	X	-45.00	-10,477.30
Check	02/07/2022		Microsoft 365	X	-600.00	-11,077.30
Check	02/07/2022		Displays4Sale	X	-231.25	-11,308.55
Check	02/07/2022	1030	Lucy Perez	X	-200.00	-11,508.55
Check	02/07/2022		A1 Equipment Rentals	X	-199.80	-11,708.35
Check	02/07/2022		Mid Valley Disposal	X	-197.60	-11,905.95
Check	02/07/2022		Jensen & Pilgard	X	-103.95	-12,009.90
Check	02/07/2022		Target	X	-38.11	-12,048.01
Check	02/07/2022		Michaels Store	X	-12.43	-12,060.44
Check	02/08/2022		Mid Valley Disposal	X	-258.26	-12,318.70
Check	02/08/2022		Verizon Wireless	X	-123.52	-12,442.22
Check	02/08/2022		Amazon	X	-59.66	-12,501.88
Check	02/09/2022		Cuttone & Mastro	X	-715.00	-13,216.88
Check	02/09/2022		AT and T	X	-225.41	-13,442.29
Check	02/10/2022		Unifirst	X	-162.80	-13,605.09
Check	02/10/2022		Terminix	X	-120.00	-13,725.09
Check	02/11/2022		Costco	X	-88.31	-13,813.40
Check	02/14/2022		Ameriguard Security...	X	-155.91	-13,969.31
Check	02/14/2022		Winco	X	-28.60	-13,997.91
Check	02/16/2022		Lighting Loan-De La...	X	-1,955.72	-15,953.63
Check	02/16/2022		NETS OF AMERICA	X	-331.50	-16,285.13
Check	02/16/2022		City of Fresno	X	-295.98	-16,581.11
Check	02/16/2022		City of Fresno	X	-6.81	-16,587.92
Check	02/22/2022		Site One Landscape...	X	-667.70	-17,255.62
Check	02/22/2022		AT and T	X	-182.39	-17,438.01
Check	02/23/2022		Canva	X	-12.99	-17,451.00
Total Checks and Payments					-17,451.00	-17,451.00
Total Cleared Transactions					-17,451.00	-17,451.00
Cleared Balance					-17,451.00	51,482.49
Register Balance as of 02/28/2022					-17,451.00	51,482.49
Ending Balance					-17,451.00	51,482.49





## CALWA RECREATION & PARK DISTRICT MEETING AGENDA

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

### REGULAR BOARD MEETING MINUTES

#### NOTICE AND AGENDA

February 15, 2022

TIME – 5:30 P.M.

START TIME: 5:36P.M.

END TIME: 8:02P.M.

#### BOARD CHAIRPERSON

Esmeralda Zamora, Chair

#### DISTRICT ADMINISTRATOR

Adam Ramos

#### BOARD VICE CHAIR

Raul Guerra Vice Chair

#### DISTRICT COUNSEL

Hilda Cantú Montoy

#### BOARD MEMBERS

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The 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

Roll Call was taken: Board member Mary Rosales: Present, Board member Joseph Perez Present, Board Member Laura Garcia Tardy but Present, Vice Chair Raul Guerra Present, and Chair Esmeralda Zamora Present. Board Secretary and District Administrator Adam Ramos Present as well as District Legal Counsel Hilda Montoy.

#### A. INVOCATION AND FLAG SALUTE

Invocation and flag salute were lead by Board Member: Mary Rosales.

#### B. APPROVAL OF AGENDA

1<sup>st</sup> motion: Mary Rosales 2<sup>nd</sup> motion: Joseph Perez. All in favor vote casted: 4 Aye, 0 No, 1 Abstaining (due to late attendance)

### 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.

No members of the public were present via live or in person for public comments.

### D. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on current procedures to Park Operations (**Informational**)  
Presented By DA Pages: 1-5

DA presented information that the CA wide mask mandate will be lifted on 2-15-22. Board asked about masks for staff while indoors, DA instructed that if Staff is vaccinated, they are optional requirements and if Staff is not vaccinated then they are required. We will still have our normal procedures in place regarding vaccinated and unvaccinated staff and community members regarding the hall use. Masks optional for vaccinated individuals.

2. Update on Swimming Pool Project (**Informational**)  
Presented By DA Pages: 6-11

DA presented information about the new potential ARPA funding. Stated we are "earmarked" to receive the requested amount of \$200,000 as indicative of the remaining expenses to complete the pool. It was requested that the DA receive more information and clarification for the word "front" and the exact amount. Requested to have update on permitting process and status on that with City of Fresno.

3. Update on Prop 68 (**Informational**)  
Presented By: DA Pages: 12

DA presented that he held a meeting with Sheila from WRT, one of the members of the Prop 68 Team and only provided information that was pertinent to Sheila requesting to organize a volunteer event for the park. District and Prop 68 Team are awaiting permits from the City of Fresno to move forward with breaking ground and dates.

### F. NEW BUSINESS

1. Bank Account Information (all accounts) **(Informational)**  
Presented By DA: Pages 13-25  
All accounts were reviewed with DA and questions were presented regarding the fraud check. DA stated that management team from Bank of the West has closed that account and Board would need to stop by to open new account. Questions regarding certain transactions specially for 200 and 725 were asked and they were answered by DA as “hall deposit refunds”.
2. Approval of Board Meeting Minutes **(Action)**  
Minutes-Special Meeting February 1, 2022  
Presented By DA: Pages 26-28  
1<sup>st</sup> motion: Mary Rosales 2<sup>nd</sup> Motion: Esmeralda Zamora. All in favor vote: 5 aye, 0 no, 0 abstain.
3. Approval of Contract Field Use with Southeast Fresno Youth Soccer League 2022 Season **(Action)**.  
Presented By: DA Pages: 29-34  
Joe Hinojosa from Southeast Fresno Youth Soccer League and DA presented field use contract with updated terms and language. DA noticed some language and dates that were incorrect, DA was directed to update and present to Counsel. Approval of contract was 1<sup>st</sup> motioned: Joseph Perez and 2<sup>nd</sup> Motion: Laura Garcia. Roll Call Vote as follows: Esmeralda Zamora-Yes, Raul Guerra-Yes, Laura Garcia-Yes, Mary Rosales-Yes, Joseph Perez-Yes.
4. Approval of Resolution No. 2022-2 Regarding Procedures for Checks, Warrants, or Other Orders for the Payment of Money; Authorizing Persons in Specified Positions to Act as District Signatories; Authorizing Specified Positions to Pick Up Validated Checks and Blank Checks Stock; Approving the Closing of Bank Account and Opening of New Bank Account; and Directing Staff to Update All Necessary County and Bank Documents. **(Action)**  
Presented By DA Pages: 35-37  
District needed to open a new account after the REV BOW account was compromised and closed. This resolution will also give our District an updated Resolution to include new board members and have signatures on file through our bank. 1<sup>st</sup> Motion: Mary Rosales 2<sup>nd</sup> Motion: Laura Garcia. Roll call vote as follows: Esmeralda Zamora-Yes, Raul Guerra-Yes, Joseph Perez-Yes, Mary Rosales-Yes, Laura Garcia-Yes. Meeting date for bank signatures was agreed by the board for Tuesday 2-22-22.
5. Report and Presentation Regarding Mini Pitch System Proposed by Urban Soccer Park **(Direction)**  
Presented By: DA Pages: 38-54  
DA reported to District this Urban Park Mini Pitch system seeking direction. Legal Rep requested look into any potential additional cost

regarding CEQUA, environmental analysis structure, and possible permitting from the City of Fresno. Board Member Perez stated that he believes the money for the cost of the project should be used for infrastructure development and not on park amenities for the moment. Requested to contact City of Fresno Counsel member Luis Chavez regarding status of the Barton Street development. Board Member Guerra stated that our park needs a structure to attract new patrons to the park and can be a project that generates funds for the District. Direction given to DA was to look into donation funding through Donaghy or other sources, potential ARPA funds or State of CA Recreation Grant Funds. Board requested final cost analysis break down of the project including any unforeseen costs.

6. Discussion of Future Park Upgrade Projects (**Direction**)  
Presented By: DA Pages: 55-58  
DA presented document that showcased numerous items that District needs to address to improve the quality of the park. Some items were allowed to pass if budget can support the cost. Larger items exceeding \$5,000 were requested to be presented in next meeting with cost analysis and at least 3 company bids.
7. Approval of District Employees Salary Step Increases (**Action**)  
Presented By: DA Pages: 59-60  
DA presented Salary Step Increase document for District staff salary raises per annual evaluations. Document was presented in 5 steps with 5% increase per step. Board Member Guerra noticed a small typo error in the document and instructed DA to update. Motion to approve was 1<sup>st</sup>: Joseph Perez and 2<sup>nd</sup>: Raul Guerra. Roll Call vote as follows: Esmeralda Zamora-Yes, Raul Guerra-Yes, Joseph Perez-Yes, Mary Rosales-Yes, Laura Garcia-Yes
8. Consider adoption of Resolution Reauthorizing Remote Teleconference Meetings by the Board of Directors Per AB 361 (**Action**)  
Presented By: DA Pages: 61-65  
DA presented resolution regarding teleconferencing, this allows community and board members the chance to view and vote via teleconferencing. Motion to approve as follows: 1<sup>st</sup>: Laura Garcia and 2<sup>nd</sup>: Mary Rosales. Roll Call Vote as follows: Esmeralda Zamora-Yes, Raul Guerra-Yes, Joseph Perez-Yes, Mary Rosales-Yes, Laura Garcia-Yes

## H. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

### I. ADJOURNMENT

Meeting Adjournment: 8:02pm

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

**NEXT REGULAR MEETING:**

**March 15th, 2022**

#### **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](http://www.calwarecreation.org) on 2-11-2022.

---

Adam J. Ramos  
District Administrator  
Calwa Recreation and Park District

**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-3

**Wording for Agenda: Approval of ARPA Funding Swimming Pool Subrecipient Grant Agreement (Action)**

**Submitting: District Administrator**

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**  
 District Board

**Regular Session:**  
 Consent Calendar  
 Regular Item  
 Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** Approve agreement.

**Summary/Background:** Through constant communication and diligence with our Project Manager and County of Fresno staff, the District was approved for \$275,000 to finalize and complete our Calwa Pool Project. This agreement will be submitted by 3 18 2022 for final approval and disbursement is TBD. This amount will cover all remaining expenses to complete the project and is outline in the agreement provided.

**Prior Board Actions:** Resume construction.

**Attachments:** Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement.

**Recommended motion to be made by Board:** Schedule work once all funding finalized.

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

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS  
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Calwa Recreation and Park District, a special district in the County of Fresno formed under Chapter 4 of Division 5 of the California Public Resources Code, with a district office located at 4545 East Church Avenue, Fresno, CA 93725 ("SUBRECIPIENT").

**WITNESSETH:**

**WHEREAS**, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program; and

**WHEREAS**, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an "Eligible Use," collectively "Eligible Uses"):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or more Eligible Uses; and

**WHEREAS**, the residents and members of the community of Calwa, which is the unincorporated community served by the SUBRECIPIENT, were disproportionately impacted by the COVID-19 pandemic, which directly affected the residents and members of Calwa; and

**WHEREAS**, the Final Rule has designated investments to disproportionately impacted communities to improve health outcomes and public safety, such as parks, recreation facilities, and programs that increase healthier living environments, as an eligible use of SLFRF; and

1           **WHEREAS**, according to the Department of Housing and Urban Development, Calwa is a  
2 Disadvantaged Community, with a median household income of \$39,314; and

3           **WHEREAS**, SUBRECIPIENT represents that the SLFRF provided under this Agreement will fund  
4 the purchase and installation of pool pumps and filtration equipment, showers, restrooms, a perimeter  
5 fence, and a shade structure for an activity area in support of the SUBRECIPIENT's efforts to reopen its  
6 outdoor community pool, and increase recreational space, community wellness, and provide for a healthier  
7 living environment within the community of Calwa, an area that has been disproportionately impacted by  
8 the COVID-19 pandemic; and

9           **WHEREAS**, SUBRECIPIENT represents that the community pool facility will provide free access to  
10 aquatic safety classes, swim lessons, life-guard training, and physical activities for nearby children, families,  
11 and seniors within the community of Calwa and its vicinity, thereby improving the health and increasing  
12 water safety for those persons; and

13           **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to  
14 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by  
15 investing in programs and services to disproportionately impacted communities in Fresno County; and

16           **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to special-  
17 purpose districts for Eligible Uses, for the purpose of meeting ARPA's goals; and

18           **WHEREAS**, based on SUBRECIPIENT's representations, COUNTY will grant SLFRF to  
19 SUBRECIPIENT so that SUBRECIPIENT may complete renovations on the community pool, resulting in  
20 reopening the community pool ("Program");

21           **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an  
22 Eligible Use of SLFRF under the ARPA, in reliance on information provided by SUBRECIPIENT; and

23           **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the  
24 COUNTY may provide SLFRF to the SUBRECIPIENT as reimbursement for appropriate and qualifying  
25 expenditures, including an Eligible Use of SLFRF, as permitted under the Interim Final Rule and Final  
26 Rule.

27           **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein  
28 contained, the parties hereto agree as follows:



1           1.       **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

2           A.       SUBRECIPIENT represents that each of the recitals, stated hereinabove and in  
3 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and  
4 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to  
5 SUBRECIPIENT under this Agreement.

6           B.       SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are  
7 a subaward of SLFRF up to the amount stated herein to carry out the Program.

8           C.       SUBRECIPIENT understands and agrees that the SLFRF disbursed under this  
9 award may only be spent on documented Eligible Uses in compliance with the ARPA, the United States  
10 Department of the Treasury (“TREASURY”) regulations implementing section 602 of the ARPA, and  
11 guidance issued by the TREASURY regarding the foregoing.

12           D.       SUBRECIPIENT represents that it will use these SLFRF to fund the purchase and  
13 installation of necessary pool pumps and filtration equipment, showers, restrooms, a perimeter fence, and  
14 shade structure for an activity area in support for the reopening of the community pool to support long-term  
15 healthier environments and build a strong recovery from the COVID-19 pandemic.

16           E.       During the Term of this Agreement, SUBRECIPIENT shall carry out the Program  
17 by furnishing to the COUNTY the services described in Exhibit A, Program Description, which is  
18 attached and incorporated by this reference.

19           F.       Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible  
20 to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the  
21 County of Fresno, and laws of the State of California, and all laws of the federal government. This  
22 includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative  
23 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the  
24 TREASURY’s Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds  
25 (“Compliance Guidance”), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local  
26 Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”) (for expenditures before April 1, 2022)  
27 and Final Rule (“Final Rule”) (for expenditures on April 1, 2022, or later), and any subsequent updates,  
28 including TREASURY’s Frequently Asked Questions. The award terms and conditions required by the

1 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided  
2 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this  
3 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

4 G. Prevailing Wage.

5 a. For any portion of any of the work, service, and/or function (including, but  
6 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be  
7 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors  
8 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the  
9 Program that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of  
10 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) SUBRECIPIENT  
11 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-  
12 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with  
13 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with  
14 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of  
15 this Section 1.G. into such agreements.

16 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any  
17 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action  
18 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of  
19 Industrial Relations of the State of California, including any representative thereof (collectively, the  
20 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,  
21 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of  
22 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's responses thereto, or  
23 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with  
24 respect to SUBRECIPIENT's obligations under this Section 1.G. LESSOR acknowledges that the DIR  
25 provides the following internet resource: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

26 c. COUNTY does not make any representation, or provide any guidance, to  
27 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed  
28 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers

1 (including their respective sub-contractors at any tier), that constitutes a “public work,” or (ii) the  
2 sufficiency of the DIR’s internet resource, above, for purposes of compliance with this Section 1.G. The  
3 provisions of this Section 1.G. shall survive the termination of this Agreement.

4 H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken  
5 and completed, and all SLFRF granted under this Agreement are fully expended, no later than  
6 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY  
7 in writing, whether it can complete the Program or fully expend the SLFRF granted under this  
8 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully  
9 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,  
10 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a  
11 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account  
12 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and  
13 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

14 I. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the  
15 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or  
16 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against  
17 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at  
18 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or  
19 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury  
20 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or  
21 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

22 J. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other  
23 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF  
24 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five  
25 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF  
26 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the  
27 Program’s budget, and if SUBRECIPIENT does not intend to expand the Program.

1 K. None of the personnel employed in the administration of the Program shall be in  
2 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title  
3 5, U.S. Code, as applicable.

4 L. None of the SLFRF to be paid under this Agreement shall be used for any  
5 partisan political activity, or to support or defeat legislation pending before Congress.

6 2. **PROCUREMENT REQUIREMENTS**

7 A. SUBRECIPIENT shall comply with all procurement requirements specified in the  
8 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

9 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority  
10 businesses, women's business enterprises, and labor surplus area firms are used when possible, when  
11 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §  
12 200.321.

13 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a  
14 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United  
15 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

16 3. **REPORTING REQUIREMENTS**

17 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to  
18 COUNTY designated contact, as designated by COUNTY's County Administrative Officer in writing at  
19 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this  
20 Agreement as provided by this Section 3.A. The reports shall contain, but are not limited to, the  
21 information described in Exhibit C, which is attached and incorporated by this reference, and must  
22 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply  
23 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth  
24 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen  
25 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the  
26 first quarter ending after the Effective Date:

27 1) January 1 – March 31, due by April 15

28 2) April 1 – June 30, due by July 15

1 3) July 1 – September 30, due by October 15

2 4) October 1 – December 31, due by January 15

3 B. **Annual Performance Report:** Within fifteen (15) days after each June 30,  
4 SUBRECIPIENT shall submit one “Annual Performance Report” to the COUNTY, covering all  
5 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The  
6 report shall contain, but not limited to, the information contained in Exhibit D, which is attached and  
7 incorporated by this reference.

8 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty  
9 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and  
10 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to  
11 facilitate closeout of the Program, and ensure COUNTY’s obligations and requirements under the  
12 SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to  
13 SUBRECIPIENT written acceptance of the Final Program Report.

14 4. **NONDISCRIMINATION**

15 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,  
16 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not  
17 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any  
18 employee, applicant for employment or person receiving services under this Agreement because of race,  
19 religious creed, color, national origin, ancestry, physical or mental disability including perception of  
20 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,  
21 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military  
22 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors  
23 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination  
24 and equal opportunity, including, without limitation, the COUNTY’s non-discrimination policy; Title VI of the  
25 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY’s implementing regulations at  
26 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under  
27 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil  
28 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis

1 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act  
2 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at  
3 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving  
4 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42  
5 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,  
6 activities, and services provided or made available by state and local governments or instrumentalities or  
7 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);  
8 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as  
9 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of  
10 Federal Regulations.

11 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of  
12 this Section 4 in all subcontracts to perform work under this Agreement.

13 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the  
14 opportunity to express, and have considered, their views, grievances, and complaints regarding  
15 SUBRECIPIENT's delivery of services.

16 5. **CONFLICTS OF INTEREST; ETHICS**

17 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest  
18 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each  
19 activity funded under this award. Subrecipient must disclose in writing to the TREASURY and to COUNTY  
20 any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR § 200.12. Further,  
21 no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any gifts, service, favor,  
22 employment, engagement, remuneration, or economic opportunity which would tend to improperly to  
23 influence a reasonable person in that position to depart from the faithful and impartial discharge of the  
24 duties of that position.

25 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her  
26 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or  
27 herself, any member of his or her household, any business entity in which he or she has a financial interest,  
28 or any other person.

1 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an  
2 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any  
3 private business in which he or she has a financial interest.

4 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any  
5 report or other document because it might tend to affect unfavorably his or her private financial interests.

6 E. No officer, agent, consultant, employee, or elected or appointed official of the  
7 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any  
8 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or  
9 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year  
10 thereafter, for any of the work to be performed pursuant to the Program.

11 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

12 A. Any licenses, certificates or permits required by the federal, state, county, or municipal  
13 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A  
14 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this  
15 Agreement.

16 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and  
17 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional  
18 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and  
19 maintained by SUBRECIPIENT at no expense to the COUNTY.

20 C. Subrecipient must show proof of an established "indirect cost rates," as defined by the  
21 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5  
22 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with  
23 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

24 7. **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

25 SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference materials,  
26 and telephone service necessary for SUBRECIPIENT to provide the services and operate the Program  
27 identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay SUBRECIPIENT for  
28 any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such items. Responsibility for

1 the costs and expenses incurred by SUBRECIPIENT in providing and maintaining such items is the sole  
2 responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall comply with the Uniform  
3 Cost Administrative Principles, and Audit Requirements for Federal Awards.

4 8. **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

5 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with  
6 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic  
7 reports to TREASURY.

8 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY  
9 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF  
10 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as  
11 applicable, and reporting requirements, as applicable.

12 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's  
13 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under  
14 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve  
15 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this  
16 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to  
17 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this  
18 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

19 9. **PENALTIES**

20 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as  
21 described herein, may result in the TREASURY's recoupment of SLFRF from the COUNTY, and that in  
22 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

23 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.  
24 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY  
25 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that  
26 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more  
27 of the following actions, as appropriate in the circumstances:

28 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall



1 refund SLFRF upon demand by COUNTY.

2 B. Temporarily withhold cash payments pending correction of the deficiency by  
3 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

4 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all  
5 or part of the cost of the activity or action not in compliance;

6 D. Wholly or partly suspend or terminate the SLFRF;

7 E. Recommend the TREASURY initiate suspension or debarment proceedings;

8 F. Withhold further SLFRF for the Program; and

9 G. Take other remedies that may be legally available.

10 10. **FINANCIAL MANAGEMENT**

11 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by  
12 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all  
13 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as  
14 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized  
15 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized  
16 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate  
17 accounts that correspond to each such authorized use provided further that such separate accounts are  
18 subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall  
19 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,  
20 or charge.

21 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's  
22 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance  
23 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which  
24 Uniform Guidance requirements apply or how they apply.

25 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement  
26 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute  
27 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the  
28

1 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to  
2 the COUNTY.

3 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
4 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
5 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
6 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
7 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
8 accountability submissions shall be provided to County of Fresno, County Administrative Office located  
9 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
10 [fresnocao@fresnocountyca.gov](mailto:fresnocao@fresnocountyca.gov).

11 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,  
12 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this  
13 transaction by any federal department or agency. This certification is made pursuant to the regulations  
14 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant  
15 program-specific regulations. This provision shall be required of every subcontractor receiving any  
16 payment in whole or in part from Federal funds.

17 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which  
18 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,  
19 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and  
20 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions  
21 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the  
22 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall  
23 have access to all books, documents, accounts, records, reports, files, papers, things, property,  
24 contractors of program services, and other persons pertaining to such financial transactions and  
25 necessary to facilitate the audit.

26 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and  
27 records, including invoices, payroll registers, time records, invoices, contracts, and accounting  
28

1 documents concerning matters that are reasonably related to the Program shall be provided upon  
2 request to the COUNTY.

3 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit  
4 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in  
5 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

6 I. No cash reimbursement for purchases of any kind is allowable.

7 11. **TERM**

8 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the  
9 Effective Date, until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program  
10 Report under section 3.C. of this Agreement, unless sooner terminated as provided herein. Notwithstanding  
11 timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to cover costs incurred  
12 during the time period set forth by the TREASURY. The COUNTY's written acceptance of the Final  
13 Program Report under section 3.C of this Agreement shall include the COUNTY's written notification to the  
14 SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The County Administrative  
15 Officer or his or her designee is authorized to execute this written acceptance of the Final Program Report  
16 and notification of term end to SUBRECIPIENT.

17 12. **TERMINATION**

18 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be  
19 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
20 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
21 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)  
22 days advance written notice.

23 B. Breach of Contract: The COUNTY may immediately suspend or terminate this  
24 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 25 1) An illegal or improper use of funds;
- 26 2) A failure to comply with any term of this Agreement;
- 27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
2 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall  
3 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
4 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the  
5 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of  
6 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT  
7 shall promptly refund any such SLFRF upon demand.

8 C. Without Cause: Under circumstances other than those set forth above, this  
9 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention  
10 to terminate to SUBRECIPIENT.

11 13. **GRANT FUNDING/COMPENSATION**

12 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to  
13 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant  
14 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an  
15 amount not to exceed two hundred seventy-five thousand dollars (\$275,000).

16 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to  
17 SUBRECIPIENT for necessary pool pumps and filtration equipment, concrete, plaster, showers,  
18 restrooms, a perimeter fence, and shade structure for an activity area in support of the reopening of the  
19 community pool shall not exceed two hundred seventy-five thousand dollars (\$275,000). Drawdowns for  
20 the payment of eligible necessary expenses shall detail purchase orders, receipts, and reimbursement  
21 requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the  
22 Program for eligible items listed in Exhibit B of this Agreement. In the first fourteen (14) days following the  
23 Effective Date of this Agreement, SUBRECIPIENT may make drawdown requests to a maximum of one-  
24 half of the Program's total budgeted amount (\$275,000) to cover eligible expenditures in support of the  
25 Program.

26 SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the  
27 disbursement of funds to meet the Program needs. SUBRECIPIENT shall provide COUNTY copies of  
28 purchase orders, invoices, and contracts for the installation of necessary pool pumps and filtration

1 equipment, concrete, plaster, showers, restrooms, a perimeter fence, and shade structure for an activity  
2 area in support of the reopening of the community pool. Upon receipt of purchase order for acceptable to  
3 the COUNTY, COUNTY shall grant SLFRF to SUBRECIPIENT. The SUBRECIPIENT is responsible for  
4 monitoring the Program's cash flow needs and submitting drawdown requests to COUNTY in a timely  
5 manner to assure adequate coverage of Program needs. It is understood that all expenses incidental to  
6 SUBRECIPIENT's performance of services in carrying out its Program under this Agreement shall be  
7 borne by SUBRECIPIENT.

8 B. SUBRECIPIENT shall submit detailed drawdown requests including purchase orders,  
9 receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to  
10 be incurred in support of the Program. SUBRECIPIENT shall not invoice under this Agreement costs  
11 potentially reimbursable from other sources of funds, including State, Federal, and/or private sources.

12 C. SUBRECIPIENT shall submit invoices to the County of Fresno, County Administrative  
13 Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address  
14 fresnocoao@fresnocountyca.gov. Payments by COUNTY shall be in arrears for services provided during  
15 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of  
16 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to comply  
17 with any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

18 D. To ensure compliance with Federal and State regulations, COUNTY may require  
19 additional supporting documentation or clarification of claimed expenses as follows:

20 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional  
21 documentation or clarification.

22 ii. SUBRECIPIENT shall respond within five (5) business days with required  
23 additional documentation or clarification to avoid disallowances/partial payment of invoice.

24 iii. All invoices containing expenses that need additional documentation or  
25 clarification not provided to COUNTY within five (5) business days of request shall have those expenses  
26 disallowed, and only the allowed expenses shall be paid.

27 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice  
28 only, and must be accompanied by required documentation.

1           E. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out  
2 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this  
3 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional  
4 consideration, compensation, salary, wages, or other type of remuneration for services rendered under  
5 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from  
6 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.  
7 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County  
8 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

9           14.    **INDEPENDENT CONTRACTOR**

10           In performance of the work, duties and obligations assumed by SUBRECIPIENT under this  
11 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the  
12 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an  
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
14 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
15 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and  
16 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
17 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

18           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and  
19 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

20           Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right  
21 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable  
22 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
23 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating  
24 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all  
25 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
26 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

27           15.    **MODIFICATION**

28           Any matters of this Agreement may be modified from time to time by the written consent of all the

1 parties without, in any way, affecting the remainder.

2 16. **NON-ASSIGNMENT**

3 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under  
4 this Agreement without the prior written consent of the other party.

5 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at  
6 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs  
7 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and  
8 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by  
9 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs  
10 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and  
11 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
12 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this  
13 Agreement.

14 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the  
15 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this  
16 Agreement.

17 The provisions of this Section 17 shall survive the termination of this Agreement.

18 18. **INSURANCE**

19 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third  
20 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following  
21 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
22 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

23 A. **Commercial General Liability**

24 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
25 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
26 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
27 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
28 liability or any other liability insurance deemed necessary because of the nature of this contract.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
3 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
4 used in connection with this Agreement.

5 C. Professional Liability

6 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
7 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
8 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.  
9 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of  
10 three (3) years following the termination of this Agreement, one or more policies of professional liability  
11 insurance with limits of coverage as specified herein.

12 D. Worker's Compensation

13 A policy of Worker's Compensation insurance as may be required by the Labor Code.

14 Additional Requirements Relating to Insurance

15 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming  
16 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
17 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
18 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
19 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
20 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without  
21 a minimum of thirty (30) days advance written notice given to COUNTY.

22 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and  
23 employees any amounts paid by the policy of worker's compensation insurance required by this  
24 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be  
25 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under  
26 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

27 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
28 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the



1 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:  
2 ARPA – SLFRF Coordinator , 2281 Tulare Street, Room 304, Fresno, CA 93724, stating that such  
3 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents  
4 and employees will not be responsible for any premiums on the policies; that for such worker’s  
5 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,  
6 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate  
7 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its  
8 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the  
9 operations under this Agreement are concerned; that such coverage for additional insured shall apply as  
10 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
11 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT’s  
12 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
13 days advance, written notice given to COUNTY.

14 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein  
15 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
16 Agreement upon the occurrence of such event.

17 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
18 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
19 FSC VII or better.

20 19. **RECORDKEEPING AND CONFIDENTIALITY**

21 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT  
22 must maintain records and financial documents for five (5) years after all SLFRF have been expended or  
23 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by  
24 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is  
25 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no  
26 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

27 B. SUBRECIPIENT shall maintain reasonable security measures to protect records  
28 containing personal information from unauthorized access, acquisition, destruction, use, modification, or

1 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security  
2 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established  
3 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,  
4 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall  
5 be monitored for compliance.

6           20.           **AUDITS AND INSPECTIONS:**

7                   A. SUBRECIPIENT shall, at any time during business hours, and as often as the  
8 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data  
9 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the  
10 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
11 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly  
12 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any  
13 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the  
14 reviewing entity deems to be appropriate in order to determine:

- 15                                   1) Whether the objectives of the Program are being achieved;
- 16                                   2) Where the Program is being operated in efficient and effective manner;
- 17                                   3) Whether management control systems and internal procedures have  
18   been established to meet the objectives of the Program;
- 19                                   4) Whether the financial operations of the Program are being conducted  
20   properly;
- 21                                   5) Whether the periodic reports to the COUNTY contain accurate and  
22   reliable information;
- 23                                   6) Whether all of the activities of the Program are conducted in compliance  
24   with the provisions of state and federal laws and regulations and this  
25   Agreement; and
- 26                                   7) Whether all activities associated with the Program are in compliance with  
27   the Interim Final Rule and Final Rule for the SLFRF, the Compliance  
28   Guidance, and any subsequent guidance issued by TREASURY.

1 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to  
2 its performance under this Agreement. These records shall be subject to the inspection, review, and audit  
3 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this  
4 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for  
5 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees  
6 to promptly reimburse the COUNTY for such payments upon request.

7 C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more  
8 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under  
9 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit  
10 requirements.

11 21. **NOTICES** The persons and their addresses having authority to give and receive notices  
12 under this Agreement include the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Calwa Recreation and Park District
ARPA - SLFRF Coordinator	4545 East Church Avenue
2281 Tulare Street, Room 304	Fresno, CA 93730
Fresno, CA 93724	Attn: Adam Ramos
	District Manager

17 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement  
18 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
19 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
20 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
21 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
22 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
23 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
24 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
25 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
26 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
27 beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
28 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section

1 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
2 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
3 beginning with section 810).

4 22. **GOVERNING LAW**

5 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
6 California.

7 The rights and obligations of the parties and all interpretation and performance of this Agreement  
8 shall be governed in all respects by the laws of the State of California.

9 23. **ADVICE OF ATTORNEY**

10 Each party warrants and represents that in executing this Agreement, it has received  
11 independent legal advice from its attorneys, or the opportunity to seek such advice.

12 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

13 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit  
14 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status  
15 to operate as a corporation.

16 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions  
17 that they are a party to while SUBRECIPIENT is providing goods or performing services under this  
18 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party  
19 and in which one or more of its directors has a material financial interest. Members of the Board of  
20 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
21 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by  
22 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
23 immediately thereafter.

24 25. **ELECTRONIC SIGNATURES**

25 The parties agree that this Agreement may be executed by electronic signature as provided in  
26 this section. An "electronic signature" means any symbol or process intended by an individual signing  
27 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
28 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for

1 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
2 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
3 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
4 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
5 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
6 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
7 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
8 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
9 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
10 conditioned upon the parties conducting the transactions under it by electronic means and either party  
11 may sign this Agreement with an original handwritten signature.

12 26. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the  
13 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous  
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
15 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this  
16 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses  
17 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to  
18 be integrated into this Agreement, and binding on the parties.

19 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first  
2 hereinabove written.

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**SUBRECIPIENT**

**COUNTY OF FRESNO**

\_\_\_\_\_  
Ezmeralda Zamora, Board Chair  
Calwa Recreation and Park District

\_\_\_\_\_  
Brian Pacheco, Chairman of the Board of  
Supervisors of the County of Fresno

Mailing Address:  
4545 E. Church Avenue  
Fresno, CA 93725

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:  
Fund: 0026  
Subclass: 91021  
ORG: 1033  
Account:

1 **EXHIBIT A**

2 **Program Description**

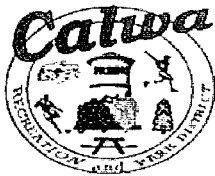
3 SUBRECIPIENT provides recreational facilities, programs, and community enrichment activities that  
4 support community wellness, promote social, physical and mental well-being for residents of Calwa and the  
5 surrounding community. The community of Calwa is designated as a disadvantaged community, with an  
6 average median household income of \$39,314 (census tract 0601900001201).

7 SUBRECIPIENT intends to use SLFRF to fund the purchase of pool pumps and filtration equipment,  
8 showers, concrete, plaster, restrooms, a perimeter fence, and shade structure for an activity area in support  
9 of the reopening of the community pool, which has been inoperable for over 20 years. Upon completion, the  
10 community pool shall be available for use by members of the community at no cost. The community pool will  
11 also be available to book for private events such as birthday parties for a nominal fee, in accordance with the  
12 SUBRECIPIENT's rental procedures and fee structure.

1 **EXHIBIT B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible  
4 expenses to complete the Program. In the first fourteen (14) days following the Effective Date of this  
5 Agreement, SUBRECIPIENT may make drawdown requests to a maximum of \$137,500, equivalent to  
6 one-half of the Program's total budgeted (\$275,000) amount to cover eligible expenditures in support of  
7 the Program. Drawdowns for the payment of eligible expenses shall detail purchase orders, receipts,  
8 and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be  
9 incurred in support of the Program as represented in Exhibit B, Table 1-1.



11 **Calwa**  
12 **Recreation and Park District**

13  
14 **Table 1-1**  
15 **Expenditure Plan Calwa Pool**

16

Eligible Items	Estimated Cost	Drawdown Requests
Pool Coping	\$3,840	
Pool Concrete	\$19,296	
Plaster	\$31,750	
Fence	\$28,949	
Pool Pump Equipment	\$27,682	
26' X 26' Shade Structure w/ Install (premade structure)	\$16,500	
Restroom and Shower (remodel of two restrooms, shower area, and ADA compliant)	\$93,500	
Project emergency contingency	\$53,483	
<b>SLFRF Total Award</b>	<b>\$275,000</b>	

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**EXHIBIT C**

**Subrecipient Quarterly Program Expenditure Report (Template)**

<b>PROGRAM</b>	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 2 Negative Economic Impacts	
Total Award: \$275,000	Remaining Balance:

<b>EXPENDITURES</b>					
<b>Category</b>		<b>Cumulative Expenditures to date (\$)</b>	<b>Cumulative Obligations to date (\$)</b>	<b>Current Period Expenditures</b>	<b>Current Period Obligations</b>
<b>2</b>	<b>Negative Economic Impacts</b>				
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety				
<b>TOTAL</b>					

Describe program achievements and upcoming milestones:

<b>PROJECT STATUS</b>
-----------------------

Quarterly Status Report, select one.

<input type="checkbox"/>	Not started
<input type="checkbox"/>	completed less than 50 percent
<input type="checkbox"/>	completed more than 50 percent
<input checked="" type="checkbox"/>	<b>Completed</b>

<b>AUTHORIZED SIGNATURE</b>
-----------------------------

Prepared by: (print name)

Date

1 EXHIBIT D

2 Annual Performance Report

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are  
4 required to produce an Annual Report. The Annual Report provides information on the  
5 SUBRECIPIENT’s Program, and how it plans to ensure program outcomes are achieved in an  
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and  
8 must be submitted to the County within 15 calendar days after the end of the reporting period.  
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to  
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July  
11 15th).

Annual Report	Period Covered	Due Date
1	Award – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027

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16  
17 **Instructions:**

18 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting  
19 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-  
20 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.  
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**Exhibit E**  
**Self-Dealing Transaction Disclosure Form**

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

1 EXHIBIT F

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
3 AWARD TERMS AND CONDITIONS

4 1. Use of Funds.

- 5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used  
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations  
7 implementing that section, and guidance issued by Treasury regarding the foregoing.  
8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the  
9 institutional, managerial, and financial capability to ensure proper planning, management, and  
10 completion of such project.

11  
12 2. Period of Performance. The period of performance for this award begins on the date hereof and  
13 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use  
14 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on  
15 December 31, 2024.

16  
17 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as  
18 they relate to this award.

19  
20 4. Maintenance of and Access to Records.

- 21 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with  
22 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by  
23 Treasury regarding the foregoing.  
24 b) The Treasury Office of Inspector General and the Government Accountability Office, or their  
25 authorized representatives, shall have the right of access to records (electronic and otherwise) of  
26 Subrecipient in order to conduct audits or other investigations.  
27 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been  
28 expended or returned to Treasury, whichever is later.

1  
2 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding  
3 from this award.

4  
5 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct  
6 and indirect costs as specified in the Scope of Work.

7  
8 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

9  
10 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest  
11 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each  
12 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the  
13 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in  
14 accordance with 2 C.F.R. § 200.112.

15  
16 9. Compliance with Applicable Law and Regulations.

17 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted  
18 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the  
19 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,  
20 and executive orders, and Subrecipient shall provide for such compliance by other parties in any  
21 agreements it enters into with other parties relating to this award.

22 b) Federal regulations applicable to this award include, without limitation, the following:

23 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
24 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are  
25 inapplicable to this Award and subject to such exceptions as may be otherwise provided by  
26 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the  
27 Single Audit Act, shall apply to this award.

- 1           ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant  
2           to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated  
3           by reference.
- 4           iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant  
5           to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated  
6           by reference.
- 7           iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
8           (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or  
9           condition in all lower tier covered transactions (contracts and subcontracts described in 2  
10          C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's  
11          implementing regulation at 31 C.F.R. Part 19.
- 12          v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth  
13          in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 14          vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 15          vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 16          viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42  
17          ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 18          x. Generally applicable federal environmental laws and regulations.
- 19    c) Statutes and regulations prohibiting discrimination applicable to this award include, without  
20    limitation, the following:
- 21          i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's  
22          ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
23          race, color, or national origin under programs or activities receiving federal financial  
24          assistance;
- 25          iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),  
26          which prohibits discrimination in housing on the basis of race, color,  
27          iv. religion, national origin, sex, familial status, or disability;
- 28



- v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1  
2 13. Publications. Any publications produced with funds from this award must display the following  
3 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
4 3678 awarded to County of Fresno by the U.S. Department of the Treasury."  
5

6 14. Debts Owed the Federal Government.

- 7 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally  
8 determined to be authorized to retain under the terms of this award; (2) that are determined by the  
9 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury  
10 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and  
11 have not been repaid by Subrecipient shall constitute a debt to the federal government.  
12 b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A  
13 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for  
14 payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly  
15 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any  
16 actions available to it to collect such a debt.  
17

18 15. Disclaimer.

- 19 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third  
20 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property  
21 damages, or any other losses resulting in any way from the performance of this award or any other  
22 losses resulting in any way from the performance of this award or any contract, or subcontract  
23 under this award.  
24 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship  
25 between the United States and Subrecipient.  
26

27 16. Protections for Whistleblowers.  
28

1 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise  
2 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities  
3 provided below, information that the employee reasonably believes is evidence of gross  
4 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority  
5 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or  
6 a violation of law, rule, or regulation related to a federal contract (including the competition for or  
7 negotiation of a contract) or grant.

8 b) The list of persons and entities referenced in the paragraph above includes the following:

- 9 i. A member of Congress or a representative of a committee of Congress;
- 10 ii. An Inspector General;
- 11 iii. The Government Accountability Office;
- 12 iv. A Treasury employee responsible for contract or grant oversight or management;
- 13 v. An authorized official of the Department of Justice or other law enforcement agency;
- 14 vi. A court or grand jury; or
- 15 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who  
16 has the responsibility to investigate, discover, or address misconduct.

17 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this  
18 section, in the predominant native language of the workforce.

19  
20 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217  
21 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt  
22 policies and programs for their employees when operating company-owned, rented or personally owned  
23 vehicles.

24  
25 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,  
26 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce  
27 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies  
28 to decrease accidents caused by distracted drivers.

1 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF  
2 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
3

4 As a condition of receipt of federal financial assistance from the Department of the Treasury, the  
5 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal  
6 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of  
7 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,  
8 and other arrangements with the intention of providing assistance. Federal financial assistance does not  
9 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by  
10 the Federal government at market value, or programs that provide direct benefits.

11 The assurances apply to all federal financial assistance from, or funds made available through the  
12 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

13 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of  
14 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the  
15 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.  
16

- 17 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,  
18 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to  
19 discrimination under programs and activities receiving federal financial assistance, of any person in  
20 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as  
21 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other  
22 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,  
23 memoranda, and/or guidance documents.
- 24 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons  
25 with Limited English Proficiency," seeks to improve access to federally assisted programs and  
26 activities for individuals who, because of national origin, have Limited English proficiency (LEP).  
27 Subrecipient understands that denying a person access to its programs, services, and activities  
28 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights

1 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,  
2 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's  
3 directives, to ensure that LEP persons have meaningful access to its programs, services, and  
4 activities. Subrecipient understands and agrees that meaningful access may entail providing  
5 language assistance services, including oral interpretation and written translation where necessary,  
6 to ensure effective communication in the Subrecipient's programs, services, and activities.

- 7 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient  
8 develops applicable budgets and conducts programs, services, and activities. As a resource, the  
9 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information  
10 on taking reasonable steps to provide meaningful access for LEP persons, please visit  
11 <http://www.lep.gov>.
- 12 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition  
13 of continued receipt of federal financial assistance and is binding upon Subrecipient and  
14 Subrecipient's successors, transferees, and assignees for the period in which such assistance is  
15 provided.
- 16 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,  
17 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and  
18 agrees to incorporate the following language in every contract or agreement subject to Title VI and  
19 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,  
20 subcontractors, successors, transferees, and assignees:

21 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*  
22 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*  
23 *financial assistance from excluding from a program or activity, denying benefits of, or*  
24 *otherwise discriminating against a person on the basis of race, color, or national origin (42*  
25 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*  
26 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*  
27 *this contract (or agreement). Title VI also includes protection to persons with "Limited*  
28 *English Proficiency" in any program or activity receiving federal financial assistance , 42*

1                    *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*  
2                    *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*  
3                    *contract or agreement.*

- 4                    6. Subrecipient understands and agrees that if any real property or structure is provided or improved  
5                    with the aid of federal financial assistance by the Department of the Treasury, this assurance  
6                    obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period  
7                    during which the real property or structure is used for a purpose for which the federal financial  
8                    assistance is extended or for another purpose involving the provision of similar services or benefits.  
9                    If any personal property is provided, this assurance obligates the Subrecipient for the period during  
10                    which it retains ownership or possession of the property.
- 11                    7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department  
12                    of the Treasury of the aforementioned obligations. Enforcement may include investigation,  
13                    arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from  
14                    these actions. The Subrecipient shall comply with information requests, on-site compliance reviews  
15                    and reporting requirements.
- 16                    8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any  
17                    complaints of discrimination on the grounds of race, color, or national origin, and limited English  
18                    proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and  
19                    provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or  
20                    completed, including outcome. Subrecipient also must inform the Department of the Treasury if  
21                    Subrecipient has received no complaints under Title VI.
- 22                    9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-  
23                    compliance of Title VI and efforts to address the non-compliance, including any voluntary  
24                    compliance or other agreements between the Subrecipient and the administrative agency that  
25                    made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the  
26                    Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject  
27                    of any court or administrative agency finding of discrimination, please so state.

1 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is  
2 responsible for ensuring that sub-recipients also comply with Title VI and other applicable  
3 authorities covered in this document State agencies that make sub-awards must have in place  
4 standard grant assurances and review procedures to demonstrate that that they are effectively  
5 monitoring the civil rights compliance of subrecipients.  
6

7 The United States of America has the right to seek judicial enforcement of the terms of this assurances  
8 document, and nothing in this document alters or limits the federal enforcement measures that the United  
9 States may take in order to address violations of this document or applicable federal law.  
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Calwa Recreation and Park District  
Agenda Item Transmittal



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-4

**Wording for Agenda: Update on Mini Pitch System  
Proposed by Urban Soccer Park (Direction)**

**Submitting: District Administrator**

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**

District Board

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** Consider approval of construction of Calwa Urban Soccer Complex.

**Summary/Background:** Calwa has a large soccer following with our park having a reputation of having amazing soccer fields, thus being utilized by many of our community members of all ages daily. The need for more programs and events necessary to adapt to the changing profile of recreational sports. Many community members have stated the need for a futsal, indoor soccer field, or turf field to provide a much needed focal and use attraction to the park. The district has acquired some partial funding for the park to use to improve its longevity and use. An urban soccer park/field is the common recreational soccer trend. The benefits are numerous with this field being the main selling point for the park. District has a large following who utilize the park for our soccer fields and programs associated with soccer. A rough Initial investment from the District is estimated between \$95,000.00-\$150,000.00. District is estimating that revenues from the structure provided though paid services averaging \$100,000-\$200,000/year at full function. DA has applied to ARPA funding through the County of Fresno for this project for a requested amount of \$165,000

**Prior Board Actions:** NA

**Attachments:** Proposal of Urban Soccer Park, Cost outline, Potential Revenues, Correspondence with Urban Soccer Park rep.

**Recommended motion to be made by Board:** Consider proposal for approval and seek further information.



## Calwa Recreation and Park District Agenda Item Transmittal

### Example of Service Charges for Calwa Urban Soccer Field

Product Service	Service Price	Length of Program	Staff Required
Children Camps 1 Week Program	\$50.00/child		2
Children Camps 4 Week Program	\$50.00/child		2
Single Day Field Use Per Hour	\$75.00/hour		1
Adult Men's League 3 Divisions	\$350/team		2
Adult Women's League 3 Divisions	\$350/team		2
Co-ed Adults League 3 Divisions	\$350/team		2

#### Scenario A: Drop-Ins

Drop-in hours per night will be 2 hours per day. Drop in fees per hour will be \$75.00/hour. If we offer two drop in hours per day during the week and 4 drop in hours per day on the weekends that will give District a weekly revenue of: 18hour/week(\$75)=\$1350.00/week.  
Revenue per month=1350(4)=\$5400.00

**\$5400/month/12 months=\$64,800 Total of Drop-In Revenue**

#### Scenario B: Adult Leagues All Classes

Estimated that 8 teams sell out the 8 slots for adults **men's** which District provides 7 weeks and 1 Playoff Game profits to District per divisions. **We sell out 2 divisions at 8 teams per division that registered for Adult Men's All Divisions Revenue Generated at: \$10,400.00/adult men's all divisions.**

**\$350/team**

**Estimated Team Registration: 1 Playing Cycle 8 Weeks. Yearly 6.5 Cycles.**

#### Cycle 1

**Mens Adult: 24 Teams (400) = \$9,600**

**Women Adult: 10 Teams (400) = \$4,000**

**Co-Ed Adult: 12 Teams (400) = \$4,800**

**Kids Ages 10-12: 8 Teams (300) = \$2,400**

**Kids Ages 8-10: 8 Teams (300) = \$2,400**

**Kids Ages 6-8: 8 Teams (200) = \$1,600**

**Kids Ages 5 Below: 4 Teams (100) = \$400**

**Est Totals Per Cycle: \$**

**6.5 Cycles/year/\$25,200 Rev per cycle = \$163,800.00/rev per year**

**From:** Austin Allison  
**Sent:** Monday, March 7, 2022 11:06 AM  
**To:** Adam Ramos  
**Subject:** Re: Adam Ramos - Parks Proposal

Hey Adam,

How was your weekend?

I'm following up on this last email to see if you or the board have any other questions for us. I know there are several items that come up with a project. Letting you know that I am here to help!

Best,

On Fri, Feb 25, 2022 at 10:50 AM Austin Allison <[austin@urbansoccerpark.com](mailto:austin@urbansoccerpark.com)> wrote:  
Hey Adam,

That's good to hear! I'm glad stuff was worked out and there is more direction now.

1. This would be something that you would have to ask if prevailing wages would be required since it is a city project in California. Either way, we would be able to work with you to execute and bring the project together.
2. We typically do not need permits in order to do the work we do as a vendor. However, we cannot advise on the city or state regulations that might be required. I would suggest asking the local government. If they are needed, we can lend our expertise and assistance in making sure everything is provided.
3. We cannot advise on California state regulation and whether you need to do an environmental report. That would be something to reach out to them and seek guidance directly from them.
4. We have worked on plenty of projects needing to put bids out. We can navigate that process with you.

Let me know if there are any other questions, I'd love to get you all of that stuff. We can also jump on the phone if that makes things easier.

Best,  
Austin

On Wed, Feb 23, 2022 at 1:21 PM Adam Ramos <[adam@calwarecreation.org](mailto:adam@calwarecreation.org)> wrote:

Good morning Austin,



# SPECIFICATIONS & PRICING

ITEMS	PRICE	QTY	SUBTOTAL
<b>USP SYSTEM</b>			
50' x 80': Urban Soccer Field	\$64,380.00	1	\$64,380.00
50' x 80' Urban Soccer Field with 53' x 88' total footprint			
<ul style="list-style-type: none"> <li>• <b>Two:</b> 10'w x 6.5'h x 4'd Shallow Futsal Goals - Yellow</li> <li>• <b>Two:</b> "Oxford Style" doors off half-line</li> <li>• <b>24</b> x Containment Boards - Silver</li> <li>• <b>4</b> x Urban Park Corner Planters</li> </ul>			
10' Sections: Nylon End-Line Netting	\$3,225.00	2	\$6,450.00
<ul style="list-style-type: none"> <li>• 12' End-line : Nylon Netting -10' Sections                             <ul style="list-style-type: none"> <li>• Nylon Netting on <b>2</b> Sections</li> <li>• Vandal Proof Netting on <b>3</b> Sections</li> <li>• Posts</li> <li>• Rigging</li> <li>• Anchors</li> </ul> </li> </ul>			
10' Sections: Nylon Side-Line Netting	\$4,080.00	2	\$8,160.00
<ul style="list-style-type: none"> <li>• 12' Sideline : Nylon Netting -10' Sections                             <ul style="list-style-type: none"> <li>• Nylon Netting</li> <li>• Posts</li> <li>• Rigging</li> <li>• Anchors</li> </ul> </li> </ul>			
			<b>\$78,990.00</b>

## SURFACE



Urban Soccer Park Turf : 50' x 80'	\$42,640.00	1	\$42,640.00
<ul style="list-style-type: none"> <li>• \$10.66 / sq ft</li> <li>• <i>We use specially engineered, recyclable, made for small sided soccer certified turf</i></li> <li>• <i>Silica Sand and Cork infill</i></li> <li>• <i>Channeled shock pad that ensures soft landings and drastically aids drainage.</i></li> </ul>			

USP Site Preparation	\$24,500.00	1	\$24,500.00
<ul style="list-style-type: none"> <li>• \$3.50/square foot</li> <li>• Overbuilt by 10ft in each direction</li> <li>• The USP team will complete site preparation ahead of installation</li> <li>• It will be done to the correct specifications</li> </ul>			

**\$67,140.00**

**LOGISTICS**

Installation & Wellness Visit	\$7,899.00	1	\$7,899.00
<ul style="list-style-type: none"> <li>• The Urban Soccer Park team will install your field(s)</li> <li>• The wellness visit will be 3 - 9 months after installation</li> </ul>			

Trucking	\$5,490.00	1	\$5,490.00
<ul style="list-style-type: none"> <li>• Shipping of the field from our warehouse to your location for installation</li> <li>• Includes unloading expenses</li> </ul>			

**\$13,389.00**

Subtotal **\$159,519.00**

**Total \$159,519.00**

# STANDARD PAYMENT PLAN

**Percentage Due**



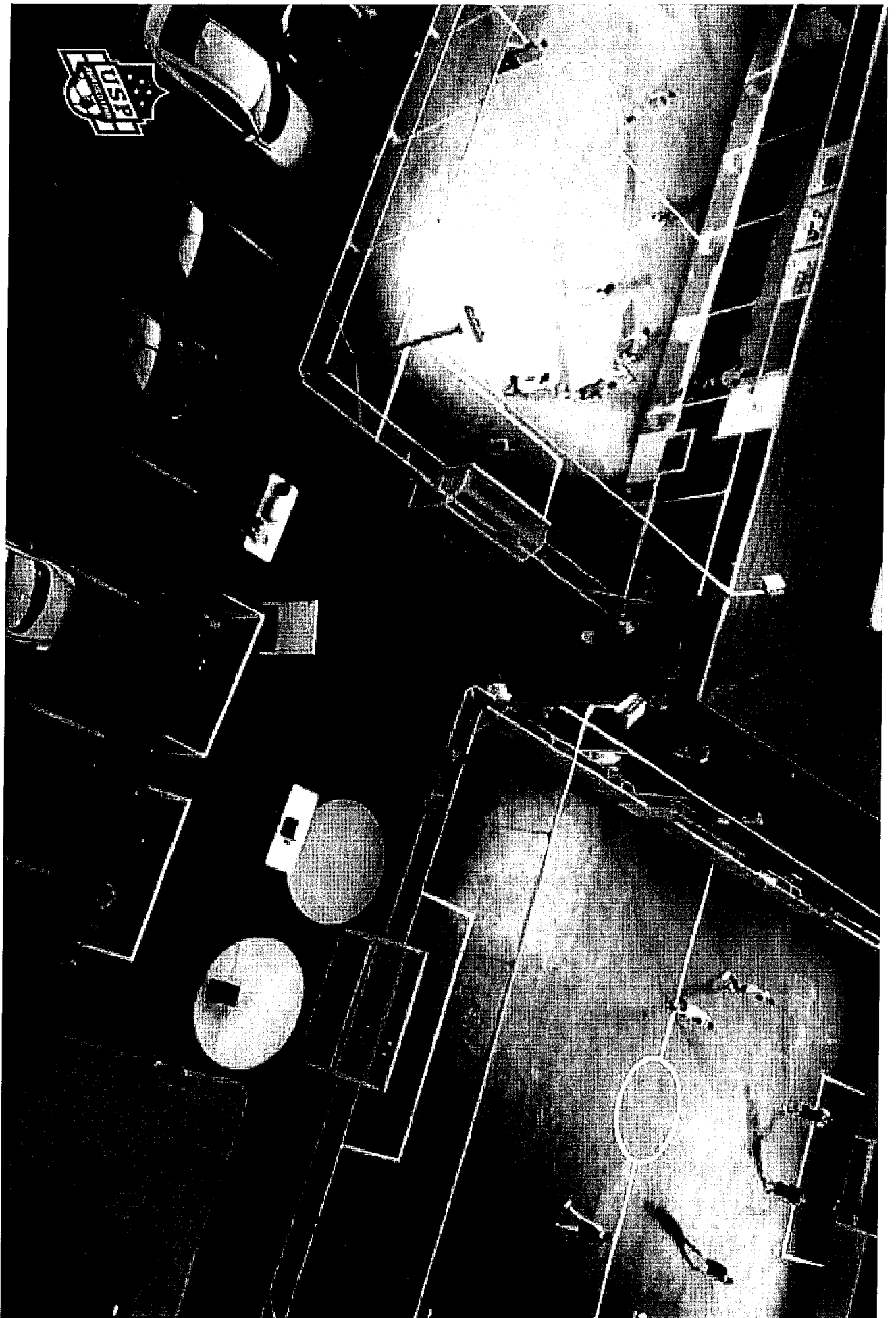
**Percentage Due**

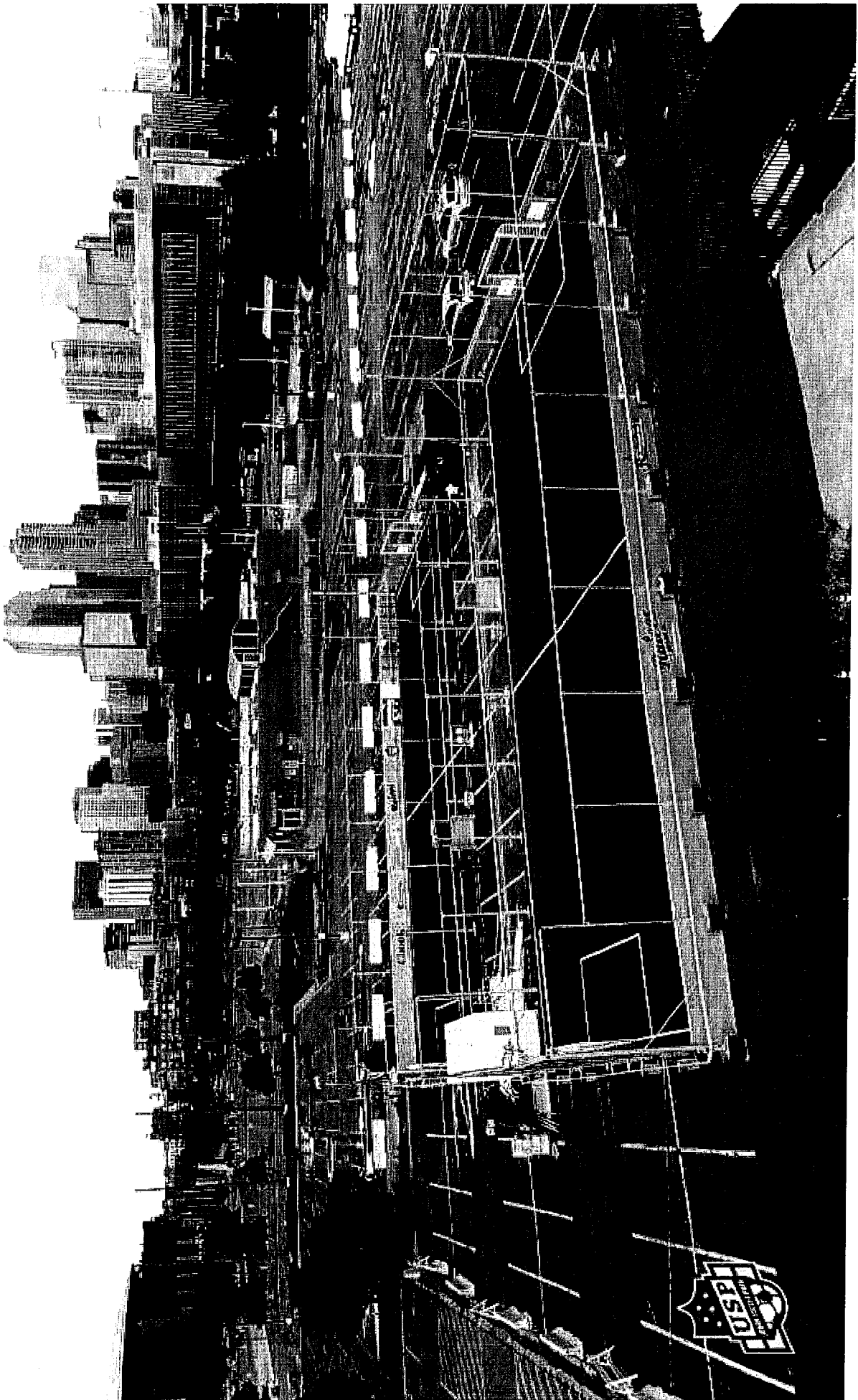
50% Deposit to Book Production Date/Reserve Inventory

25% Payment Due when Production Finished

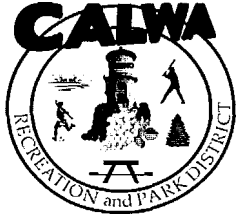
Final 25% Payment Due on Target Installation Date

**NON-BINDING INITIAL: TO REQUEST YOUR ESTIMATED INSTALL DATE**





**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-5

**Wording for Agenda:** Update on Proposed Park Projects for ARPA Funding through the County of Fresno (Informational)

**Submitting:** District Administrator

**Contact Name and Phone Number:** Adam J. Ramos  
559-264-6867

**For action by:**  
 District Board

**Regular Session:**  
 Consent  
Calendar  
 Regular Item  
 Public Hearing

**Review:**

**District Administrator  
(Initials Required)**  
  
\_\_\_\_\_

**Department Recommendation:** Continue with seeking funding for park projects listed in documents provided.

**Summary/Background:** ARPA funding through the County of Fresno allows Special Districts and other entities the opportunity to apply for relief funding. District has applied for several projects to be funding including but not limited to: maintenance garage, soccer complex, basketball court upgrade, and walking loop. If project funding is approved this will allow our District the opportunity to start to reflect the master plan provided by WRT team. These amenities will create a better park and better experiences for our park goers and the community.

**Prior Board Actions:** NA

**Attachments:** APRA applications for several projects, and Master Plan Layout Map.

**Recommended motion to be made by Board:** NA

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



## Calwa ARPA Funding 2022

### A. Walking Trail:

Strip grass and grade for walking trail Approx.-15,348ft  
Install 2" of asphalt over native subgrade  
Total: \$56,000

### B. Basketball Court Replacement

Demo existing concrete (up to 5" thick) in Approx.- 14,400 sq ft.  
Grade, compact and install 2" of asphalt 3" of base rock  
Stripe (2) full basketball court  
Upgrade basketball equipment: \$20,000  
Add benches (4):\$10,000  
Total Cost: \$95,000.00

### C. New Garage/Workshop-Maintenance Department

Classic Metal Building Workshop  
40Lx35W (will replace the current pump room)  
Foundation Cement: \$22,000  
Structure: \$40,000  
Total: \$62,000

### D. Urban Soccer Complex

50x80 Urban Soccer Complex (Field)  
Cost: \$165,000



# THE AMERICAN RESCUE PLAN ACT OF 2021



# THE COUNTY OF FRESNO STATEMENT OF INTEREST

## ORGANIZATION INFORMATION

Organization Legal Name: Calwa Recreation and Park District Date: 3/9/2022

Organization Legal Classification: Recreation and Park District

*Examples: Inc, LLC, DBA, 501c3*

Address: 4545 E. Church Ave Unit: Click or tap here to enter text.

*Street Address*

Fresno, CA

*City and State*

93725

*Zip*

Authorized Representative: Adam J. Ramos

*First and Last Name*

Title: District Administrator Phone: 559-476-9309 Email: adam@calwarecreation.org

## PLEASE READ EACH QUESTION CAREFULLY, AND ANSWER WITH AS MUCH DETAIL AS POSSIBLE

### ORGANIZATION'S PROJECT INFORMATION

1. Project Title: Calwa Park Soccer Urban Complex
2. Describe whether, and if so, how this project activity will promote strong, equitable growth, including racial equity, among groups and communities in Fresno County: This park addition will impact several populations with our District. Daily, we see on average of 400+ community members utilize the park for our soccer fields courts. Soccer is the highest used recreational activity here at Calwa Park and we have several partnerships and agreements with several organizations of diverse backgrounds to promote organized soccer activities. This soccer complex will act as a catalyst of physical activity and demand for the use of the field.
3. Describe whether, and if so, how this project activity will positively impact disadvantaged or underserved communities within Fresno County: Located in the historical economic and social underserved area, near some of the poorest zip codes in the State of California. Nearby neighborhoods have limited resources as expansion of the metropolitan areas proceeded north over the last 50 years. Providing projects as an a urban soccer complex will allow the District to host several activities centered around soccer and also provide a complex for the community of diverse backgrounds to use. If approved we anticipate a participation rate of 500+ people per day participating in organized soccer activites for children to adults of all backgrounds.

4. Has this project activity received funding through the COVID-19 Relief Fund (CRF)? YES  NO
5. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Clean Water State Revolving Fund (CWSRF)? YES  NO
6. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Drinking Water State Revolving Fund (DWSRF)? YES  NO
7. Does your organization reside in or serve a Qualified Census Tract? (A Qualified Census Tract (QCT) is any census tract (or equivalent geographic area defined by the Census Bureau) in which at least 50% of households have an income less than 60% of the Area Median Gross Income (AMGI). HUD has defined 60% of AMGI as 120% of HUD's Very Low-Income Limits (VLILs), which are based on 50% of area median family income, adjusted for high cost and low-income areas.) YES  NO

If yes, please explain: Calwa Park serves several QCTS. Tracts: 4.00,11.00,13.01,13.03,13.04

8. Which category or categories will this project activity benefit? (Select from below)

- Negative Economic Impact       Public Health       Services to Disproportionately Impacted Communities
- Broadband       Water       Sewer       Other      NA

**ORGANIZATION'S FUNDING**

9. Provide a proposed budget and timeline for this project activity, include all sources of obtained and potential funding. Please indicate whether each funding source has been obtained, or is potential. Total Cost: \$175,000. Timeline for project activity start date based on approval of request, estimated start date August 2022 completion project date estimated at October 2022. Potential source funding is Donaghy Sales for half of the requested amount.

**ORGANIZATION'S CERTIFICATION AND SIGNATURE**

I certify that all answers on behalf of the organization identified in this Statement of Interest are true and complete to the best of my knowledge.

Signature:  Date: 3/9/2022

Print Name: Adam J. Ramos

**THE  
AMERICAN RESCUE  
PLAN ACT OF 2021**



**THE COUNTY OF FRESNO  
STATEMENT OF INTEREST**

**ORGANIZATION INFORMATION**

Organization Legal Name: Calwa Recreation and Park District Date: 3/9/2022

Organization Legal Classification: Recreation and Park District

*Examples: Inc, LLC, DBA, 501c3*

Address: 4545 E. Church Ave Unit: Click or tap here to enter text.

*Street Address*

Fresno, CA

*City and State*

93725

*Zip*

Authorized Representative: Adam J. Ramos

*First and Last Name*

Title: District Administrator Phone: 559-476-9309 Email: adam@calwarecreation.org

**PLEASE READ EACH QUESTION CAREFULLY, AND ANSWER WITH AS MUCH DETAIL AS POSSIBLE**

**ORGANIZATION'S PROJECT INFORMATION**

1. Project Title: Calwa Park Community Walking Loop/Path
2. Describe whether, and if so, how this project activity will promote strong, equitable growth, including racial equity, among groups and communities in Fresno County: This park addition will impact several populations with our District. Daily, we see on average of 45-100 community members utilize the park for our basketball courts playing basetkball, tennis, and futsal. The current state of the courts are poor and hazardous with cracks in the asphalt, dated equipment, no seating, and missing paint lines for court outlines. This project will create a safe and secure park amenity for several populations to exercise safely within our park. This court upgrade will bring diversity to the park as partipants of various socioeconimc and ethic backgrounds can utilize this safe court.
3. Describe whether, and if so, how this project activity will positively impact disadvantaged or underserved communities within Fresno County: Located in the historical economic and social underserved area, near some of the poorest zip codes in the State of California. Nearby neighborhoods have limited resources as expansion of the metropolitan areas proceeded north over the last 50 years. Providing projects as an updated basketball courts will provide the community with a safe location to exercise and improve their quality of life through physical activity and increase an opportunity for public health.

4. Has this project activity received funding through the COVID-19 Relief Fund (CRF)? YES  NO
5. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Clean Water State Revolving Fund (CWSRF)? YES  NO
6. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Drinking Water State Revolving Fund (DWSRF)? YES  NO
7. Does your organization reside in or serve a Qualified Census Tract? *(A Qualified Census Tract (QCT) is any census tract (or equivalent geographic area defined by the Census Bureau) in which at least 50% of households have an income less than 60% of the Area Median Gross Income (AMGI). HUD has defined 60% of AMGI as 120% of HUD's Very Low-Income Limits (VLILs), which are based on 50% of area median family income, adjusted for high cost and low-income areas.)* YES  NO

If yes, please explain: Calwa Park serves several QCTS. Tracts: 4.00,11.00,13.01,13.03,13.04

8. Which category or categories will this project activity benefit? (Select from below)

- Negative Economic Impact       Public Health       Services to Disproportionately Impacted Communities
- Broadband       Water       Sewer       Other      NA

### ORGANIZATION'S FUNDING

9. Provide a proposed budget and timeline for this project activity, include all sources of obtained and potential funding. Please indicate whether each funding source has been obtained, or is potential. Total Cost: \$120,000.00. Current basketball repairs/upgrades will be to demo existing concrete (up to 5" thick) in approx.. 14,400 sq. ft. as well as grade, compact, and install 2" of asphalt over 3" of baserock. Stripe (2) full basketball courts. Painting of the lines for the borders of the courts. Lighting upgrades on 8 poles. 2 sets of benches for seating. Current sources of potential funding are Amazon and Donaghy Sales.

### ORGANIZATION'S CERTIFICATION AND SIGNATURE

*I certify that all answers on behalf of the organization identified in this Statement of Interest are true and complete to the best of my knowledge.*

Signature:  Date: 3/9/2022

Print Name: Adam J. Ramos

**THE  
AMERICAN RESCUE  
PLAN ACT OF 2021**



**THE COUNTY OF FRESNO  
STATEMENT OF INTEREST**

**ORGANIZATION INFORMATION**

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Authorized Representative: Adam J. Ramos

*First and Last Name*

Title: District Administrator Phone: 559-476-9309 Email: adam@calwarecreation.org

**PLEASE READ EACH QUESTION CAREFULLY, AND ANSWER WITH AS MUCH DETAIL AS POSSIBLE**

**ORGANIZATION'S PROJECT INFORMATION**

1. Project Title: Calwa Maintenance Department Building Upgrade
2. Describe whether, and if so, how this project activity will promote strong, equitable growth, including racial equity, among groups and communities in Fresno County: The Calwa Maintenance Department Building Upgrade and remodel will bring this building up to date with current industrial standards and quality for our department. The building currently in use, is out of date and code. This upgrade would allow our current staff a safe industry standard location to conduct their operations that would ensure high quality productivity and interaction with our community. This would allow our park a safe and secure location that would function as the departments offial building.
3. Describe whether, and if so, how this project activity will positively impact disadvantaged or underserved communities within Fresno County: Located in the historical economic and social underserved area, near some of the poorest zip codes in the State of California. Nearby neighborhoods have limited resources as expansion of the metropolitan areas proceeded north over the last 50 years. Providing projects such as an upgrade on our building, gives families the opportunity to enjoy a park that is being serviced with the best equipment, structures, and team ensuring park safety and standards to theamenities we offer here at Calwa Park.



- 4. Has this project activity received funding through the COVID-19 Relief Fund (CRF)? YES  NO
- 5. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Clean Water State Revolving Fund (CWSRF)? YES  NO
- 6. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Drinking Water State Revolving Fund (DWSRF)? YES  NO
- 7. Does your organization reside in or serve a Qualified Census Tract? *(A Qualified Census Tract (QCT) is any census tract (or equivalent geographic area defined by the Census Bureau) in which at least 50% of households have an income less than 60% of the Area Median Gross Income (AMGI). HUD has defined 60% of AMGI as 120% of HUD's Very Low-Income Limits (VLILs), which are based on 50% of area median family income, adjusted for high cost and low-income areas.)* YES  NO

If yes, please explain: Calwa Park serves several QCTS. Tracts: 4.00,11.00,13.01,13.03,13.04

8. Which category or categories will this project activity benefit? (Select from below)

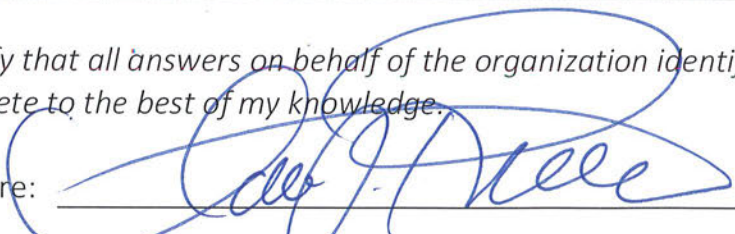
- Negative Economic Impact       Public Health       Services to Disproportionately Impacted Communities
- Broadband       Water       Sewer       Other NA

**ORGANIZATION'S FUNDING**

9. Provide a proposed budget and timeline for this project activity, include all sources of obtained and potential funding. Please indicate whether each funding source has been obtained, or is potential. Total Cost: \$65,000: includes concrete foundation (grading, cutting land), installation and purchasing of pre fabricated garage structure 40x60, and permitting. Final completion date expected 10/01/2022

**ORGANIZATION'S CERTIFICATION AND SIGNATURE**

*I certify that all answers on behalf of the organization identified in this Statement of Interest are true and complete to the best of my knowledge.*

Signature:  Date: 3/9/2022

Print Name: Adam J. Ramos

**THE  
AMERICAN RESCUE  
PLAN ACT OF 2021**



**THE COUNTY OF FRESNO  
STATEMENT OF INTEREST**

**ORGANIZATION INFORMATION**

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Authorized Representative: Adam J. Ramos

*First and Last Name*

Title: District Administrator Phone: 559-476-9309 Email: adam@calwarecreation.org

**PLEASE READ EACH QUESTION CAREFULLY, AND ANSWER WITH AS MUCH DETAIL AS POSSIBLE**

**ORGANIZATION'S PROJECT INFORMATION**

1. Project Title: Calwa Park Community Walking Loop/Path

2. Describe whether, and if so, how this project activity will promote strong, equitable growth, including racial equity, among groups and communities in Fresno County: This park addition will impact several populations with our District. Daily, we see on average of 20-35 community members utilize the park for running/walking/dog walking/etc...on our green fields. This project will create a safe and secure park amenity for several populations to walk safely within our park. This walking path will bring diversity to the park of walkers, runners, and pet owners all together to use this loop.

3. Describe whether, and if so, how this project activity will positively impact disadvantaged or underserved communities within Fresno County: Located in the historical economic and social underserved area, near some of the poorest zip codes in the State of California. Nearby neighborhoods have limited resources as expansion of the metropolitan areas proceeded north over the last 50 years. Providing projects as the walking loop will provide the community with a safe location to exercise and improve their quality of life through physical activity.

4. Has this project activity received funding through the COVID-19 Relief Fund (CRF)? YES  NO



5. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Clean Water State Revolving Fund (CWSRF)? YES  NO
6. Is your organization interested in seeking ARPA funding for a project activity that is eligible for funding by the Drinking Water State Revolving Fund (DWSRF)? YES  NO
7. Does your organization reside in or serve a Qualified Census Tract? *(A Qualified Census Tract (QCT) is any census tract (or equivalent geographic area defined by the Census Bureau) in which at least 50% of households have an income less than 60% of the Area Median Gross Income (AMGI). HUD has defined 60% of AMGI as 120% of HUD's Very Low-Income Limits (VLILs), which are based on 50% of area median family income, adjusted for high cost and low-income areas.)* YES  NO

If yes, please explain: Calwa Park serves several QCTS. Tracts: 4.00,11.00,13.01, 13.03,13.04

8. Which category or categories will this project activity benefit? (Select from below)

- Negative Economic Impact       Public Health       Services to Disproportionately Impacted Communities
- Broadband       Water       Sewer       Other      NA

**ORGANIZATION'S FUNDING**

9. Provide a proposed budget and timeline for this project activity, include all sources of obtained and potential funding. Please indicate whether each funding source has been obtained, or is potential.  
 Total Cost: \$60,000: Strip grass and grade for walking trail approx.: 15,348 sq. ft. and install 2" of asphalt over native subgrade.  
 Final completion date expected 09/01/2022.

**ORGANIZATION'S CERTIFICATION AND SIGNATURE**

*I certify that all answers on behalf of the organization identified in this Statement of Interest are true and complete to the best of my knowledge.*

Signature:  Date: 3/9/2022

Print Name: Adam J. Ramos

Print Title: District Administrator



# CALWA PARK CONCEPTUAL ENHANCEMENTS



**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-6

**Wording for Agenda:** Consider Holding Remote Meetings Under AB 361 and determine whether to approve Resolution Authorizing Remote Teleconference Meetings by the Board of Directors Per AB 361 (**Action**)

**Submitting:** District Administrator

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**

District Board

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** Approve Resolution 2022-4.

**Summary/Background:** District may continue to meet per regular Brown Act provisions for teleconferencing or utilize the option under AB361 for remote meetings. This Resolution will allow our Board members the ability to participate in our normal and special board meetings via teleconferencing via zoom or other teleconferencing software.

**Prior Board Actions:** Approved Resolution 2022-3.

**Attachments:** Resolution 2022-4.

**Recommended motion to be made by Board:** Approve contract.

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

**RESOLUTION NO. 2022 - 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Board wishes to affirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361.

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

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

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

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

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

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

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

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

Section 8. This Resolution shall take effect on March 15, 2022, and shall be effective for thirty days or until such time as the Board of Directors adopts a Subsequent Resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Board of Directors and all District legislative bodies may continue to meet remotely, without compliance with Government Code Section 54953(b)(3), but otherwise as permitted by Government Code Section 54953(e) *et seq.*

\* \* \* \* \*

**CERTIFICATION**

The foregoing Resolution No. 2022-4 was adopted at a special meeting on March 15, 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENCES: \_\_\_\_\_

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



**Calwa Recreation and Park District  
Agenda Item Transmittal**



**Meeting Date:** March 15, 2022

**Agenda Item Number:** E-7

**Wording for Agenda:** Update on District April Events and Programming (Informational)

**Submitting:** District Administrator

**Contact Name and Phone Number:** Adam Ramos  
559-264-6867

**For action by:**

District Board

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**District Administrator  
(Initials Required)**

AR

**Department Recommendation:** NA

**Summary/Background:** District will be hosting a Calwa Spring Festival on April 16<sup>th</sup>, 2022. We partnered with MLTV, Binational of Central California, Fresno Sheriff Department, and many more to make this FREE event a memorable transition into Spring and Easter. Funding will be provided by our network donors and line budget from our Events April Budget as well as Director Stipends which is provided below. We will be having numerous vendors, bounce house areas, Easter activities, free food, and raffles all centered around Easter and Spring. We are expecting an attendance 1500-2250 community members and partnering with several local non-profits.

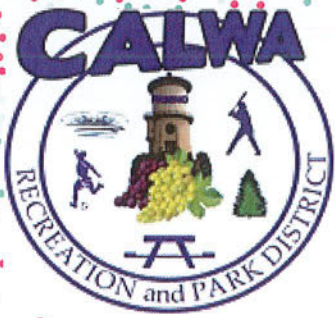
**Prior Board Actions:** NA.

**Attachments:** Spring Flyer and Director Stipend Donation Receipt.

**Recommended motion to be made by Board:** NA

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





# CALWA PARK



## 2022

# Spring Easter Festival

**EASTER EGG**

**HUNT &**

**GAMES**

**MUSIC**

**RESOURCE**

**VENDORS**

**KIDS FUN**

**ZONE**

**FREE**

**FOOD**

**DANCE**

**PERFORMANCES**

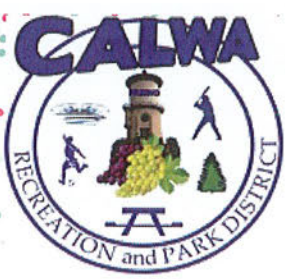
**"SATURDAY APRIL 16TH**

**2022**

**TIME: 11AM-5PM**

**Location: Calwa Park"**





# CALWA PARK



## Festival de Pascua de primavera

BÚSQUEDA DE "SÁBADO 16 DE ABRIL DE  
HUEVOS DE 2022  
PASCUA Y  
JUEGOS  
HORA: 11AM-5PM  
Ubicación: Parque

MÚSICA

Galwa"

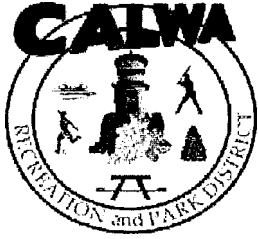
PROVEEDOR  
ES DE  
RECURSOS

ZONA DE  
DIVERSIÓN  
PARA NIÑOS

COMIDA  
GRATIS







**Calwa Recreation and Park District**

# DONATION RECEIPT

Date: 03/10/2022

TO: **J [REDACTED] P [REDACTED]**  
**Donation**

Calwa Representative Event		Payment Terms	Due Date
District Administrator	Director Stipend Donation		NA

Qty	Description	Unit Price	Line
1x	Donation	400.00	400.00
	Meeting dates attended were:		
	10/19/21 11/16/21 2/1/22 2/15/22		
			Subtotal 400.00
			Sales tax NA
			Total 400.00
<b><i>Thank you for your donation!</i></b>			

**Calwa Recreation & Park District Tax ID: 94-6036299**