



CALWA RECREATION & PARK DISTRICT MINUTES FOR MEETINGS

www.calwarecreation.org

TUESDAY, November 21, 2017

Regular Session 6:30 P.M.

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

BOARD CHAIRPERSON

Mary L. Rosales

DISTRICT ADMINISTRATOR

Felix Ortiz

BOARD VICE CHAIR

Raul Guerra, Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member

Gabriela Mares, Board Member

Esmeralda Zamora, Board Member

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

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

A. OPENING CEREMONIES – 6:30 P.M.

1. Pledge of Allegiance
Held by Chairperson Mary L. Rosales
2. Invocation
Led by Chairperson Mary L. Rosales
3. Roll Call
Chairperson Mary L. Rosales, Director Esmeralda Zamora, Director Gabriela Mares, Director Jose Luis Sanchez were all present. Director Raul Guerra was absent.
4. Approval of Agenda
Agenda was approved Motioned by Esmeralda Zamora and Seconded by Director Jose Luis Sanchez. Approved by 4-0 All in Favor Opposed-0

B. PUBLIC COMMENT

Members of the public wishing to address the District on an item that is not on the agenda may do so now. No action will be taken by the Board this evening. But items presented may be referred to the Administrator for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chairperson.

C. SCHEDULED MATTERS

1. Discussion and direction to Staff on trouble shooting marquee sign and two soccer light poles to determine cost of repairing - District Administrator **(A)**
Approved 1850.00 to have soccer field lights checked by AC Electric and get quotes for Marquee. Director Jose Luis Sanchez has volunteered to see if he can get the marquee fixed possibly during Christmas break. Motioned by Director Esmeralda Zamora and Seconded by Director Gabriela Mares, 4-0 All in Favor 0-opposed
2. Discussion and direction to staff on After School Program – District Administrator **(A)**
Approved for 1 year to start on January 2, 2018 subject to a contract. Motioned by Director Esmeralda Zamora and Seconded by Director Gabriela Mares, 4-0 All in Favor 0- opposed
3. Discussion and direction to staff on improving playground equipment by painting and using wood chips for ground cover for safety of the children. **(A)**
Approved \$3,500 for playground repairs needed. Approved by Director Gabriela Mares and Seconded by Jose Luis Sanchez All in favor 4-0 0-opposed
4. Discussion and approval of salary increases to full time and part time employees. **(A)**
Approved the salary increase for full time and part time employees to being on January 1, 2018. Board recommends that District Administrator use evaluation forms, have salary step increases for future salary increases and budget is worked on. Tabled for next Board meeting is the amendment of holidays given to employees.
Motioned by Director Gabriela Mares and Seconded by Director Esmeralda Zamora. All in favor 4-0 0-opposed

5 Chain of Command- Hilda (Info.)

Information provided by Hilda that Article 3 Section G in the By Laws there was a brief section that did mention that the District Administrator is in charge but that the District Administrator had to go to whole Board not just one Board Member in general. Board Members can ask for informational things from staff but not to change working hours or ask staff to do tasks. Policy will be made to address the chain of command with Board Members, District Administrator and Staff.

D. REPORTS FROM DISTRICT BOARD

Director Gabriela Mares would like that the Calwa Recreation & Park District Logo appear on flyers for upcoming events as a form of advertisement. Would also like for a bullet point summarizing events be e-mailed to Board Members along with what we may need help with such as items.

Director Jose Luis Sanchez mentioned that the improvised logo with rocket did need more color added to it. He asked for an update on the how cameras were working out. They are working well just one cameras battery was not functioning, but it was being addressed already. Provided information about a meeting on either November 28, 2018 or December 28, 2018 at 5:30 at Calwa Methodist Church that all community members were invited to attend being held by Sal Quintero

Chairperson Mary L. Rosales had no reports to share

Director Esmeralda Zamora wanted to thank District Administrator and Staff for the great job they are doing.

E. REPORT FROM DISTRICT ADMINISTRATOR

Reports of upcoming events, programs and projects at Calwa Recreation & Park District.

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

1. Minutes, Meeting October 17, 2017
2. Financials, October 31, 2017
Approved Financials and Minutes with changes to be made. Motioned by Esmeralda Zamora and Seconded by Jose Luis Sanchez, All in Favor 4-0
0-opposed

G. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

H. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

I. ADJOURNMENT

Meeting was adjourned at 7:48 P.M.

Agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. To receive meeting agendas by email, you can ask to be added to the mailing list

by calling (559) 264-6867 or sending your request by email to info@calwarecreation.org.

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

Calwa RPD Budget FY 17-18

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	YTD TOTAL	Total	REMAINING	PERCENTAGE% REMAINING
Employee Cost									
Employee Salaries	\$ 12,435.00	\$ 11,354.00	\$ 12,320.00	\$ 12,036.33	\$ 11,903.44		\$ 144,223.63		61%
	\$ 8,025.03	\$ 5,743.35	\$ 8,329.87	\$ 20,654.52	\$ 13,745.50	\$ 56,498.27		\$ 87,725.36	
Payroll Taxes	\$ 1,233.00	\$ 1,201.00	\$ 1,217.00	\$ 1,209.00	\$ 1,213.00		\$ 14,554.22		49%
	\$ 1,165.05	\$ 2,121.00	\$ 730.25	\$ 2,315.60	\$ 1,048.79	\$ 7,380.69		\$ 7,173.53	
Payroll Fees	\$ 111.00	\$ 106.75	\$ 108.88	\$ 107.81	\$ 108.34		\$ 1,299.89		51%
	\$ 116.24	\$ 111.55	\$ 189.30	\$ 146.40	\$ 69.82	\$ 633.31		\$ 666.58	
Director Stipends	\$ 1,000.00	\$ 750.00	\$ 500.00	\$ 1,500.00	\$ 937.50		\$ 11,631.04		60%
	\$ 2,472.92	\$ -	\$ -	\$ 1,834.20	\$ 365.80	\$ 4,672.92		\$ 6,958.12	
Workers Compensation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 7,489.00		90%
	\$ -	\$ -	\$ -	\$ 726.44	\$ -	\$ 726.44		\$ 6,762.56	
HR miscellaneous	\$ 421.12	\$ 119.00	\$ 242.00	\$ 260.71	\$ 207.24		\$ 2,872.94		94%
	\$ -	\$ -	\$ -	\$ 173.81	\$ -	\$ 173.81		\$ 2,699.13	
Total	\$ 27,219.36	\$ 21,586.65	\$ 23,987.30	\$ 41,014.35	\$ 29,817.21	\$ 70,085.44		\$ 114,415.25	
	\$ 11,779.24	\$ 7,975.90	\$ 9,249.42	\$ 25,850.97	\$ 15,229.91	\$ 70,085.44			
							Total		
Expenses									
Audit	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 11,200.00		100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 11,200.00	
Bank Fees	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00		\$ 264.00		69%
	\$ 21.00	\$ 21.00	\$ 21.00	\$ 10.00	\$ 10.00	\$ 83.00		\$ 181.00	
Cleaning Supplies	\$ 796.00	\$ 595.00	\$ 695.50	\$ 645.25	\$ 670.38		\$ 8,033.31		62%
	\$ 1,296.96	\$ 457.02	\$ 469.80	\$ 257.14	\$ 550.90	\$ 3,031.82		\$ 5,001.49	
District Counsel	\$ 1,771.00	\$ 939.00	\$ 1,675.00	\$ 955.00	\$ 1,335.00		\$ 15,412.37		45%
	\$ 2,929.50	\$ 2,121.00	\$ 1,411.50	\$ 1,411.50	\$ 660.00	\$ 8,533.50		\$ 6,878.87	
District Board Elections	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		n/a
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Electricity	\$ 2,497.00	\$ 2,608.00	\$ 1,952.00	\$ 2,358.00	\$ 2,353.75		\$ 27,854.94		60%
	\$ 2,350.39	\$ 1,494.68	\$ 2,722.96	\$ 2,588.24	\$ 1,962.36	\$ 11,118.63		\$ 16,736.31	
Equipment Fuel	\$ 108.00	\$ 75.00	\$ 83.47	\$ 88.82	\$ 82.43		\$ 1,031.34		33%
	\$ 167.99	\$ 149.20	\$ 134.66	\$ 118.23	\$ 124.77	\$ 694.85		\$ 336.49	
Event Costs	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00		\$ 1,200.00		100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,200.00	
Fresno Co Service Fees	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 747.00		100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 747.00	
Liability Insurance	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00		\$ 2,160.00		36%
	\$ -	\$ 1,380.16	\$ -	\$ -	\$ -	\$ 1,380.16		\$ 779.84	
Internet	\$ 109.95	\$ 175.00	\$ 142.48	\$ 158.74	\$ 150.61		\$ 1,810.90		60%
	\$ 329.85	\$ -	\$ 109.95	\$ -	\$ 276.61	\$ 716.41		\$ 1,094.49	
Landline Phone	\$ 83.49	\$ 95.49	\$ 89.49	\$ 92.49	\$ 90.99		\$ 1,092.55		43%
	\$ 195.64	\$ 55.35	\$ 120.54	\$ 120.54	\$ 135.78	\$ 627.85		\$ 464.70	
Mobile Phone	\$ 125.39	\$ 145.26	\$ 135.33	\$ 140.29	\$ 137.81		\$ 1,654.81		71%
	\$ -	\$ 5.04	\$ 118.62	\$ 118.62	\$ 242.36	\$ 484.64		\$ 1,170.17	
Memberships	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,300.00		52%
	\$ -	\$ 619.00	\$ -	\$ -	\$ -	\$ 619.00		\$ 681.00	
Mileage	\$ 179.12	\$ 89.25	\$ 134.19	\$ 111.72	\$ 122.95		\$ 1,470.41		86%
	\$ -	\$ 71.16	\$ 55.12	\$ -	\$ 81.10	\$ 207.38		\$ 1,263.03	
Office Equipment	\$ 298.32	\$ 275.42	\$ 286.87	\$ 281.15	\$ 284.01		\$ 3,406.82		74%
	\$ 292.06	\$ 163.69	\$ 160.07	\$ 82.97	\$ 172.46	\$ 871.25		\$ 2,535.57	
Office Supplies	\$ 328.85	\$ 375.24	\$ 352.05	\$ 363.64	\$ 357.84		\$ 4,296.71		90%
	\$ -	\$ 75.60	\$ 32.17	\$ 155.49	\$ 177.02	\$ 440.28		\$ 3,856.43	
Professional Development	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00		\$ 4,200.00		78%
	\$ 933.80	\$ -	\$ -	\$ -	\$ -	\$ 933.80		\$ 3,266.20	
Recreation programs	\$ -	\$ -	\$ 239.44	\$ 125.00	\$ 75.00		\$ 1,639.44		97%
	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00		\$ 1,589.44	
Repairs and Maintenance	\$ 2,322.00	\$ 49,960.00	\$ 2,320.00	\$ 5,499.00	\$ 1,094.00		\$ 83,306.91		75%
	\$ 3,005.49	\$ 7,782.61	\$ 1,345.74	\$ 7,200.11	\$ 1,165.22	\$ 20,499.17		\$ 62,807.74	
Security	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00		\$ 2,700.00		83%
	\$ -	\$ -	\$ -	\$ 450.97	\$ -	\$ 450.97		\$ 2,249.03	
Security Monitoring System	\$ 180.00	\$ 145.00	\$ 162.50	\$ 153.75	\$ 158.13		\$ 1,895.55		0%
	\$ 471.00	\$ -	\$ -	\$ 471.00	\$ 944.13	\$ 1,886.13		\$ 9.42	
Technology Services	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00		\$ 960.00		100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 960.00	
Trash Disposal	\$ 218.34	\$ 248.63	\$ 233.49	\$ 241.06	\$ 237.27		\$ 2,848.94		59%
	\$ 430.95	\$ -	\$ 213.97	\$ 322.59	\$ 213.87	\$ 1,181.38		\$ 1,667.56	
Vehicle leasing/Financing	\$ 457.99	\$ 478.63	\$ 489.89	\$ 475.50	\$ 481.34		\$ 5,749.74		74%
	\$ 611.18	\$ -	\$ 458.00	\$ 134.27	\$ 296.80	\$ 1,500.25		\$ 4,249.49	
water	\$ 2,310.00	\$ 2,432.00	\$ 897.00	\$ 1,879.67	\$ 1,736.22		\$ 20,676.63		13%
	\$ 2,989.93	\$ 4,181.69	\$ 3,599.70	\$ 4,316.41	\$ 2,808.58	\$ 17,896.31		\$ 2,780.32	
Total	\$ 28,418.19	\$ 77,821.12	\$ 21,469.48	\$ 27,667.75	\$ 19,088.10	\$ 143,292.22		\$ 272,994.16	73%
	\$ 16,025.74	\$ 18,577.20	\$ 10,973.80	\$ 17,808.08	\$ 9,821.96	\$ 73,206.78		\$ 199,787.38	
	\$ 55,637.55	\$ 99,407.77	\$ 45,456.77	\$ 68,682.09	\$ 48,905.31	\$ 143,292.22			
Grand Total	\$ 27,804.98	\$ 26,553.10	\$ 20,223.22	\$ 43,659.05	\$ 25,051.87	\$ 143,292.22	\$ 457,494.85	\$ 314,202.63	69%

11:08 AM

12/07/17

Calwa Recreation and Park District
Reconciliation Summary
Bank of The West Revenue, Period Ending 11/30/2017

	<u>Nov 30, 17</u>
Beginning Balance	355.86
Cleared Transactions	
Checks and Payments - 16 items	-2,924.19
Deposits and Credits - 6 items	3,243.48
	<u>319.29</u>
Total Cleared Transactions	
Cleared Balance	<u><u>675.15</u></u>
Register Balance as of 11/30/2017	675.15
Ending Balance	675.15

Calwa Recreation and Park District
Reconciliation Detail
Bank of The West Revenue, Period Ending 11/30/2017

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						355.86
Cleared Transactions						
Checks and Payments - 16 items						
Check	07/12/2017	1078	Promo Events Mark...	X	-500.00	-500.00
Check	10/09/2017	1090	Rolando Madrigal	X	-50.00	-550.00
Check	11/01/2017	DEBIT	Bank of the West	X	-10.00	-560.00
Check	11/02/2017	DEBIT	Ferguson	X	-93.48	-653.48
Check	11/03/2017	DEBIT	All-Phase	X	-128.00	-781.48
Check	11/08/2017	DEBIT	Post Office	X	-19.60	-801.08
Check	11/10/2017	DEBIT	Shell Gas Station	X	-62.49	-863.57
Check	11/13/2017	DEBIT	Amazon.com	X	-56.65	-920.22
Check	11/13/2017	DEBIT	Fresno Distributing ...	X	-25.75	-945.97
Check	11/15/2017	DEBIT	THE GLASS SHACK	X	-41.78	-987.75
Check	11/20/2017	DEBIT	RING.COM	X	-10.00	-997.75
Check	11/21/2017	DEBIT	Shell Gas Station	X	-62.28	-1,060.03
Check	11/28/2017	DEBIT	RING.COM	X	-494.53	-1,554.56
Check	11/29/2017	DEBIT	Verizon Wireless	X	-123.68	-1,678.24
Check	11/30/2017	DEBIT	Ferguson	X	-806.35	-2,484.59
Check	11/30/2017	DEBIT	Amazon.com	X	-439.60	-2,924.19
Total Checks and Payments					<u>-2,924.19</u>	<u>-2,924.19</u>
Deposits and Credits - 6 items						
Deposit	11/02/2017			X	93.48	93.48
Transfer	11/02/2017			X	500.00	593.48
Deposit	11/08/2017			X	450.00	1,043.48
Transfer	11/08/2017			X	500.00	1,543.48
Deposit	11/14/2017			X	600.00	2,143.48
Deposit	11/27/2017			X	1,100.00	3,243.48
Total Deposits and Credits					<u>3,243.48</u>	<u>3,243.48</u>
Total Cleared Transactions					<u>319.29</u>	<u>319.29</u>
Cleared Balance					<u>319.29</u>	<u>675.15</u>
Register Balance as of 11/30/2017					<u>319.29</u>	<u>675.15</u>
Ending Balance					<u><u>319.29</u></u>	<u><u>675.15</u></u>


Account Statement


November 1, 2017 - November 30, 2017


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CALWA RECREATION & PARK DISTRICT
4545 E CHURCH AVE
FRESNO CA 93725-1537

At your service

 bankofthewest.com

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 1-800-659-5495 TTY/TDD

Security Center

Stay informed. Visit the Bank of the West Security Center for tips and information on financial scam awareness at bankofthewest.com/security.

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

CLASSIC BUSINESS CHECKING

CALWA RECREATION & PARK DISTRICT

REVENUE

ACCOUNT SUMMARY

Beginning Balance	\$355.86
3 Credits	1,093.48
3 Deposits	2,150.00
14 Withdrawals	-2,374.19
2 Checks	-550.00
Ending Balance	\$675.15

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$1,145.57

For your protection:

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

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



CLASSIC BUSINESS CHECKING

(continued)

ACCOUNT DETAIL

Credits

<u>Date</u>	<u>Amount</u>	<u>Description</u>
11/02	\$93.48	POS CREDIT FERGUSON ENT, INC 690 08448723857 CA ON 171102 #7602
11/02	500.00	ONLINE TRANSFER TRANSFER FROM CHECKING ***-**5854
11/08	500.00	ONLINE TRANSFER TRANSFER FROM CHECKING ***-**5854
3 credits for a total of \$1,093.48		

Deposits

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
11/08	\$450.00	11/14	\$600.00	11/27	\$1,100.00
3 deposits for a total of \$2,150.00					

Withdrawals

<u>Date</u>	<u>Amount</u>	<u>Description</u>
11/01	\$10.00	MONTHLY SVC CHG PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE
11/02	93.48	DEBIT CARD POS FERGUSON ENT, INC 690 FRESNO CA ON 171102 #7602
11/03	128.00	DEBIT CARD POS 2580 ALL PHASEMEDAL FRESNO CA ON 171103 #7602
11/08	19.60	POS PURCHASE 849543 USPS PO 0 4475 E FRESNO CA ##7602
11/10	62.49	POS PURCHASE 771597 SHELL Service S FRESNO CA ##7602
11/13	25.75	DEBIT CARD POS FRESNO DISTRIBUTING CO FRESNO CA ON 171112 #7602
11/13	56.65	POS PURCHASE 743446 AMAZON.COM SEATTLE WA ##7602
11/15	41.78	DEBIT CARD POS THE GLASS SHACK INC FRESNO CA ON 171115 #7602
11/20	10.00	DEBIT CARD POS RING.COM RING UNLIMITE 8006561918 CA ON 171120 #7602
11/21	62.28	POS PURCHASE 770600 SHELL Service S FRESNO CA ##7602
11/28	494.53	DEBIT CARD POS SP * RING USA 8006561918 CA ON 171128 #7602
11/29	123.68	DEBIT CARD POS VZWRLSS*MY VZ VB P 800-922-0204 FL ON 171129 #7602
11/30	806.35	DEBIT CARD POS FERGUSON ENT, INC 690 08448723857 CA ON 171130 #7602
11/30	439.60	POS PURCHASE 596789 PAYPAL *GE BF San Jose CA ##7602
14 withdrawals for a total of \$2,374.19		

Checks Paid

<u>Number</u>	<u>Date paid</u>	<u>Amount</u>	<u>Number</u>	<u>Date paid</u>	<u>Amount</u>
1078	11/02	500.00	1090*	11/06	50.00
2 checks paid for a total of \$550.00					

* Break in check number sequence.

IMPORTANT INFORMATION**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**
(For accounts that are maintained primarily for personal, family or household purposes.)

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

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

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

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

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1-800-488-2265



1-800-659-5495 TTY/TDD

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9:56 AM
12/07/17

Calwa Recreation and Park District
Reconciliation Summary
Bank of the West Payroll, Period Ending 11/30/2017

	<u>Nov 30, 17</u>
Beginning Balance	9,388.69
Cleared Transactions	
Checks and Payments - 14 items	-16,229.91
Deposits and Credits - 2 items	36,847.72
	<u>20,617.81</u>
Total Cleared Transactions	
	<u>30,006.50</u>
Cleared Balance	<u>30,006.50</u>
Register Balance as of 11/30/2017	30,006.50
Ending Balance	30,006.50


11:13 AM
12/07/17


**Calwa Recreation and Park District
Reconciliation Detail
Bank of the West Payroll, Period Ending 11/30/2017**


Type	Date	Num	Name	Amount	Balance
Beginning Balance					9,388.69
Cleared Transactions					
Checks and Payments - 14 items					
Transfer	11/02/2017			-500.00	-500.00
Check	11/03/2017	10920	Daniel Turrubiatez	-717.24	-1,217.24
Check	11/06/2017	10919	Eleno Hernandez Ortega	-597.91	-1,815.15
Transfer	11/08/2017			-500.00	-2,315.15
Check	11/08/2017	10913	Gabriela Mares	-365.80	-2,680.95
Check	11/10/2017	DEBIT	ADP	-69.82	-2,750.77
Check	11/14/2017	DEBIT	ADP	-4,182.99	-6,933.76
Check	11/14/2017	DEBIT	ADP	-1,455.21	-8,388.97
Check	11/14/2017	DEBIT	ADP	-476.13	-8,865.10
Check	11/17/2017	10922	Daniel Turrubiatez	-116.08	-8,981.18
Check	11/17/2017	DEBIT	ADP	-662.00	-9,643.18
Check	11/20/2017	10923	Eleno Hernandez Ortega	-4,395.38	-14,038.56
Check	11/28/2017	DEBIT	ADP	-1,618.07	-15,656.63
Check	11/28/2017	DEBIT	ADP	-573.28	-16,229.91
Check	11/29/2017	10924	Eleno Hernandez Ortega	-573.28	-16,229.91
Total Checks and Payments				-16,229.91	-16,229.91
Deposits and Credits - 2 items					
Check	11/02/2017	65-0256005	Calwa Recreation and Park ...	6,847.72	6,847.72
Check	11/13/2017	65-0256020	Calwa Recreation and Park ...	30,000.00	36,847.72
Total Deposits and Credits				36,847.72	36,847.72
Total Cleared Transactions				20,617.81	20,617.81
Cleared Balance				20,617.81	30,006.50
Register Balance as of 11/30/2017				20,617.81	30,006.50
Ending Balance				20,617.81	30,006.50

CALWA RECREATION & PARK DISTRICT
4545 E CHURCH AVE
FRESNO CA 93725-1537

At your service

 bankofthewest.com

 1-800-488-2265

 1-800-659-5495 TTY/TDD

Security Center

Stay informed. Visit the Bank of the West Security Center for tips and information on financial scam awareness at bankofthewest.com/security.

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

REGULAR BUSINESS CHECKING

CALWA RECREATION & PARK DISTRICT PAYROLL

ACCOUNT SUMMARY

Beginning Balance	\$9,388.69
0 Credits	0.00
2 Deposits	36,847.72
8 Withdrawals	-12,837.55
6 Checks	-3,392.36
Ending Balance	\$30,006.50

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$24,921.29

For your protection:

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

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



REGULAR BUSINESS CHECKING

(continued)

ACCOUNT DETAIL

Deposits

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
11/08	\$6,847.72	11/14	\$30,000.00

2 deposits for a total of \$36,847.72

Withdrawals

<u>Date</u>	<u>Amount</u>	<u>Description</u>
11/02	\$500.00	ONLINE TRANSFER TRANSFER TO CHECKING ***-**8101
11/08	500.00	ONLINE TRANSFER TRANSFER TO CHECKING ***-**8101
11/10	69.82	ELECTRONIC DBT ADP PAYROLL FEES ADP - FEES 111017 2RJIG 8005618 CCD
11/14	1,455.21	ELECTRONIC DBT ADP Tax ADP Tax 111417 RRJIG 111423A01 CCD
11/14	4,182.99	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 111417 927904835101JIG CCD
11/17	116.08	ELECTRONIC DBT ADP Tax ADP Tax 111717 RRJIG 111623A01 CCD
11/28	1,618.07	ELECTRONIC DBT ADP Tax ADP Tax 112817 RRJIG 112824A01 CCD
11/28	4,395.38	ELECTRONIC DBT ADP WAGE PAY WAGE PAY 112817 938905015495JIG CCD

8 withdrawals for a total of \$12,837.55

Checks Paid

<u>Number</u>	<u>Date paid</u>	<u>Amount</u>	<u>Number</u>	<u>Date paid</u>	<u>Amount</u>	<u>Number</u>	<u>Date paid</u>	<u>Amount</u>
10913	11/08	365.80	10920	11/03	717.24	10923	11/20	662.00
10919*	11/06	597.91	10922*	11/17	476.13	10924	11/29	573.28

6 checks paid for a total of \$3,392.36

* Break in check number sequence.

IMPORTANT INFORMATION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS
(For accounts that are maintained primarily for personal, family or household purposes.)

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

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

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

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



bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY/TDD

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12:01 PM

12/04/17

Calwa Recreation and Park District
Reconciliation Summary
Fresno County Account, Period Ending 11/30/2017

	<u>Nov 30, 17</u>	
Beginning Balance		179,003.87
Cleared Transactions		
Checks and Payments - 25 items	-74,388.97	
Deposits and Credits - 1 item	422.21	
Total Cleared Transactions	<u>-73,966.76</u>	
Cleared Balance		<u>105,037.11</u>
Register Balance as of 11/30/2017		105,037.11
Ending Balance		105,037.11

**Calwa Recreation and Park District
Reconciliation Detail
Fresno County Account, Period Ending 11/30/2017**

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						179,003.87
Cleared Transactions						
Checks and Payments - 25 items						
Check	11/02/2017	65-0256005	Calwa Recreation a...	X	-6,847.72	-6,847.72
Check	11/02/2017	65-0256006	PG&E	X	-1,962.36	-8,810.08
Check	11/02/2017	65-0255947	KS StateBank	X	-162.53	-8,972.61
Check	11/02/2017	65-0256004	Unwired Broadband ...	X	-109.95	-9,082.56
Check	11/02/2017	65-0256003	Zoom Imaging Soluti...	X	-89.49	-9,172.05
Check	11/02/2017	65-0256002	Unifirst	X	-33.78	-9,205.83
Check	11/02/2017	65-0256001	Unifirst	X	-33.30	-9,239.13
Check	11/13/2017	65-0256020	Calwa Recreation a...	X	-30,000.00	-39,239.13
Check	11/13/2017	65-0256011	Montoy Law Corpora...	X	-660.00	-39,899.13
Check	11/13/2017	65-0256019	Central Sanitary Sup...	X	-235.57	-40,134.70
Check	11/13/2017	65-0256017	Mid Valley Disposal	X	-213.87	-40,348.57
Check	11/13/2017	65-0256010	Unwired Broadband ...	X	-166.66	-40,515.23
Check	11/13/2017	65-0256014	Home Depot Credit ...	X	-163.34	-40,678.57
Check	11/13/2017	65-0256009	Central Sanitary Sup...	X	-148.35	-40,826.92
Check	11/13/2017	65-0256008	AT&T	X	-135.78	-40,962.70
Check	11/13/2017	65-0256016	John Deere Financial	X	-134.27	-41,096.97
Check	11/13/2017	65-0256007	Verizon Wireless	X	-118.68	-41,215.65
Check	11/13/2017	65-0256015	De Lage Landon	X	-82.97	-41,298.62
Check	11/13/2017	65-0256018	Erica Linares	X	-81.10	-41,379.72
Check	11/13/2017	65-0256012	Unifirst	X	-33.30	-41,413.02
Check	11/14/2017	65-0256022	City of Fresno-Utilities	X	-2,808.58	-44,221.60
Check	11/14/2017	65-0256023	Office Depot Credit ...	X	-100.77	-44,322.37
Check	11/14/2017	65-0256021	Unifirst	X	-33.30	-44,355.67
Check	11/27/2017	65-0256025	Calwa Recreation a...	X	-30,000.00	-74,355.67
Check	11/27/2017	65-0256024	Unifirst	X	-33.30	-74,388.97
Total Checks and Payments					-74,388.97	-74,388.97
Deposits and Credits - 1 Item						
Deposit	11/30/2017			X	422.21	422.21
Total Deposits and Credits					422.21	422.21
Total Cleared Transactions					-73,966.76	-73,966.76
Cleared Balance					-73,966.76	105,037.11
Register Balance as of 11/30/2017					-73,966.76	105,037.11
Ending Balance					-73,966.76	105,037.11

Report ID:
Program:

Peoplesoft
MONTHLY GENERAL LEDGER TRANSACTION REGISTER

Journal Dates 11/01/2017 through 11/30/2017

Page No. 1
Run Date 12/04/2017

Run Time 09:54:14

Fund: Calwa Park And Recreation Dist
SUBCLASS: ACCOUNT:

Sub class: General Subclass
Account:

Cash In Treasury

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Beginning Balance						
11/02/2017	REC	0001796694	Op Fund Entry - Main			9,239.13
11/13/2017	REC	0001797787	Op Fund Entry - Main			32,173.89
11/14/2017	REC	0001797877	Op Fund Entry - Main			2,942.65
11/22/2017	AUD	0001800498	18- CURRENT SECURED SUPPLE CSS4		415.41	
11/27/2017	REC	0001800633	Op Fund Entry - Main		6.80	30,033.30
11/29/2017	AUD	0001800857	18-FISH AND GAME FY 16-17 FISH&GAME		422.21	
Cash In Treasury						
Ending Balance					105,037.11	74,388.97

Account: Fund Balance - Unassigned
Beginning Balance 2,085,915.26
11/02/2017 REC 0001796694 Op Fund Entry - Main 9,239.13
11/13/2017 REC 0001797787 Op Fund Entry - Main 32,173.89
11/14/2017 REC 0001797877 Op Fund Entry - Main 2,942.65
11/27/2017 REC 0001800633 Op Fund Entry - Main 30,033.30
Ending Balance 2,160,304.23

Account: Suppl-Current Secured
Beginning Balance -2,287.72
11/22/2017 AUD 0001800498 18- CURRENT SECURED SUPPLE CSS4 415.41
Ending Balance -2,703.13

Account: State In-Lieu Taxes- Fish&Game
Beginning Balance 0.00
11/29/2017 AUD 0001800857 18-FISH AND GAME FY 16-17 FISH&GAME 6.80
Ending Balance -6.80

Subclass Total	Fund Total
74,811.18	74,811.18
74,811.18	74,811.18

End of Report

Fund:	Subclass:	General Subclass	Debit Accts	Beginning Balance	Credit Accts	Year-to-Date Debits	Transaction Credits	Current Balances	Credit Accts
Calwa Park And Recreation Dist				270,452.17	0.00	0.00	165,415.06	105,037.11	0.00
		Cash In Treasury		0.00	1,619,309.92	0.00	0.00	0.00	1,619,309.92
		Due To Other Governmental		0.00	628,472.15	0.00	0.00	0.00	628,472.15
		Fiduciary Closing		0.00	-1,977,329.90	0.00	0.00	0.00	-2,160,304.23
		Fund Balance - Unassigned		0.00	0.00	0.00	0.00	0.00	0.00
		Suppl-Prior Secured		0.00	0.00	0.00	134.40	0.00	134.40
		Suppl-Current Secured		0.00	0.00	0.00	2,703.13	0.00	2,703.13
		Supplemental-Curr Unsec Pr		0.00	0.00	0.00	29.27	0.00	29.27
		Property Taxes-Curr Unsec		0.00	0.00	0.00	425.14	0.00	425.14
		Property Taxes-Prior Unsec		0.00	0.00	0.00	552.04	0.00	552.04
		Penalties & Costs-Delinq P		0.00	0.00	0.00	31.37	0.00	31.37
		Interest		0.00	0.00	0.00	1,576.70	0.00	1,576.70
		State In-Lieu Taxes- Fishs		0.00	0.00	0.00	6.80	0.00	6.80
		ABX126 Other Revenue		0.00	0.00	0.00	12,100.42	0.00	12,100.42
		SUB CLASS TOTAL		270,452.17	270,452.17	182,974.33	182,974.33	105,037.11	105,037.11

End of Report

Report ID: GISF9109
Program: GISF9109

Peop:esoft
MONTHLY GENERAL LEDGER TRIAL BALANCE
Fiscal Year 2018
Through Period 5

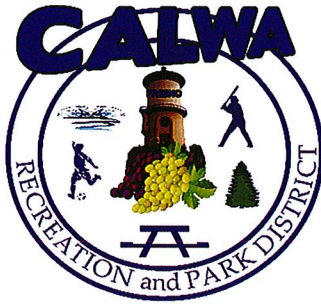
Page No. 2
Run Date 12/04/2017
Run Time 09:54:15

Fund:
Calwa Park And Recreation Dist
Subclass:
General Subclass

	Beginning Balance Debit Accts	Credit Accts	Year-to-Date Debits	Transaction Credits	Current Balances Debits Accts	Credit Accts
GRAND TOTALS	270,452.17	270,452.17	182,974.33	182,974.33	105,037.11	105,037.11

End of Report

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



Meeting Date: December 19, 2017

Agenda Item Number: G-1

Wording for Agenda: Approve Resolution 2017-23 adopting a Purchasing Policy for the District.

Submitting: District Administrator

Contact Name and Phone Number: Felix Ortiz
559-264-6867

For action by:
 District Board

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:

**District Administrator
(Initials Required)**

Department Recommendation: Approve Resolution 2017-23 establishing the Districts Purchasing Policy.

Summary/Background: About a year ago the District was presented with a Resolutions establishing a Purchasing Policy. The Board deadlocked at 2 to 2 and no policy was adopted. The District has been operating under an old informal policy limiting the District Administrator's expenditure authority to \$1,000. During the November 21, 2017 Regular Board Meeting, the District Counsel recommended Purchasing Policy be presented to the Board for consideration and approval. The proposed Policy is the same as that previously presented to the Board except that the District Administrator's spending authority is increased to \$2,500.00. Also included within the policy are conditions for bidding procedures and different procedures at different amounts for equipment, services, and supplies.

Prior Board Actions: None:

Attachments: Purchasing Policy

Recommended motion to be made by Board:

Approve Resolution 2017-23 adopting a Purchasing Policy for the District.

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

RESOLUTION NO. 2017-23

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT ADOPTING A PURCHASING POLICY

WHEREAS, Government Code Section 54201 provides that local agencies, including districts, "shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment"; and

WHEREAS, Public Resources Code Section 5786.15 provides Parks and Recreation Districts shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment pursuant to Government Code Section 54201; and

WHEREAS, Public Contracts Code Section 20815.1 provides bidding requirements for contracts exceeding \$25,000; and

WHEREAS, a Purchasing Policy needs to be established to ensure compliance with the above-referenced legal requirements.

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

Section 1. The foregoing recitals are incorporated by reference as if fully set forth.

Section 2. The Board adopts the Calwa Recreation and Park District Purchasing Policy as set forth in EXHIBIT "A."

Section 3. All prior policies, directives, rules, and resolutions in conflict with the Purchasing Policy adopted by this Resolution are superseded and repealed.

Section 4. This resolution shall be effective upon its adoption.

* * * * *

Certification on page 2

CERTIFICATION

The foregoing Resolution No. 2017-__ was adopted on _____, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENCES: _____

Felix Ortiz
Secretary of the Board of Directors

EXHIBIT A

CALWA RECREATION AND PARK DISTRICT PURCHASING POLICY (ADOPTED BY BOARD OF DIRECTORS RESOLUTION NO. 2017-__)

1. **General** — The rules, regulations and procedures set forth herein shall be known as the "Calwa Purchasing Policy" and shall, among other things, constitute the policies and procedures required by California Government Code sections 54201, *et seq.* and Public Resources Code Section 5786.15.

The purpose of this policy is to establish an efficient procedure for: (i) the purchase of equipment, general services, maintenance work, professional services, equipment, and supplies at the lowest possible cost, commensurate with quality and service needed; and (ii) for public works projects as required by the Public Contract Code. This will enable the District to exercise positive financial control over purchases, to clearly define the authority for the purchasing function, and to maintain the quality of purchases.

2. **Expenditure Authorization** — Purchase and contract expenditures must be authorized in the District's annual budget which is adopted by Board Resolution or at levels specified in other resolutions approved by the Board. No purchases may be made unless there is an unencumbered appropriation in the fund account against which such purchase is to be charged.

3. **Purchasing Authority** — The District Administrator is charged with authority and responsibility for managing and coordinating the purchase of goods, equipment, and services in accordance with this Policy and applicable laws. The term purchase as used in this Policy includes leases. The District Administrator is authorized to develop, customize, and utilize forms and procedures which are consistent with this Policy and State Laws. Purchase authorizations shall be in writing signed by the District Administrator or his or her designee. Such authorization may be satisfied by purchase order, contract, letter of engagement, notice to proceed or other similar signed document describing the materials, supplies, equipment or services and their cost.

a. **District Administrator** — Purchases and contracts of less than Two Thousand Five Hundred Dollars (\$2,500.00) may be made and awarded by the District Administrator unless the Board expressly reserves approval on a particular purchase or contract or the District Administrator requests Board Approval.

b. **Board of Directors** — Except for emergency purchases and contracts as set forth below, all purchases and contracts of Two Thousand Five Hundred Dollars (\$2,500.00) or more shall be approved by the Board of Directors unless the Board by resolution delegates the District Administrator authority above Two Thousand Five Hundred Dollars (\$2,500.00) for a particular purchase or contract.

4. **Purchasing Procedures for Contracts Up to \$25,000** — The following procedures shall be followed when purchasing or leasing materials, supplies, equipment or services:

a. **\$0 to \$2,500** — The District Administrator shall ensure that the District pays not more than fair market prices and receives commensurate value for amounts expended.

- b. \$2,501 to \$10,000 — Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
- c. \$10,001 to \$25,000 — Written specifications describing the delivery schedule, materials, supplies, equipment or services must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
- d. Emergency Purchases — The foregoing procedures for contracts up to Twenty-five Thousand Dollars (\$25,000.00) may be dispensed with in the case of an emergency. An emergency shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the District, to avoid the immediate danger to life, health, or property, or to qualify under certain deadlines for grants, financial aid, or extraordinary acquisition opportunities. The District Board of Directors delegates to the District Administrator the power to act under this section, subject to confirmation by the Board of Directors at its next meeting for any purchase in excess of \$1,000.00 and up to \$25,000.00. A written report by the District Administrator to the Board detailing the emergency and reasons justifying the action taken shall be submitted at such meeting.

5. Procedures for Purchases and Contracts Over \$25,000 —

- a. General — Bidding procedures in accordance with Section 20815.1 of the California Public Contract Code shall be followed when purchasing or leasing materials, supplies, equipment or services expected to cost in excess of Twenty-five Thousand Dollars (\$25,000.00) or for any public contract for new construction or for any contract for alterations, maintenance or repairs or unrelated materials and supplies estimated to cost in excess of Twenty-five Thousand Dollars (\$25,000.00).

Per Public Contract Code Section 20815.3, bidding procedures shall include, but are not necessarily limited to the following:

- i. Preparation of a notice inviting bids and setting a bid opening date;
- ii. Publication of such notice at least one time in a newspaper of general circulation in the District at least one week before the time specified for receiving bids. The notice shall distinctly state the work to be done;
- iii. A public bid opening;
- iv. Award by the Board to the lowest responsible bidder;
- v. District Board's reservation of the right to reject any or all bids; and
- vi. Execution of a written contract.

The District Administrator is authorized to establish such additional bidding procedures as are not inconsistent with those stated herein.

- b. Board of Directors Authority to Reject, Re-advertise, or Otherwise Award — In its discretion, the District Board may do any of the following:
 - i. Reject all bids presented and re-advertise;
 - ii. If two or more bids are the same and the lowest, the District Board may accept the one it chooses; or
 - iii. Reject all bids presented and by a resolution adopted by a four-fifths vote (4 votes), of the Board and elect to contract by force account or elect to purchase the materials or supplies furnished in the open market. .

- c. Emergency Purchase Over \$25,000 —
 - i. In the case of an emergency, the District, at a Special or Regular meeting, by a four-fifths vote (4 votes) of the Board of Directors may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
 - ii. Before the Board takes any action pursuant to paragraph (i) above, it shall make a finding, based on substantial evidence as set forth in a resolution or in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency to safeguard life, health, or property.
 - iii. If the Board orders any action specified in (c) (i) above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.
 - iv. When the Board reviews the emergency action pursuant to paragraph (b) (iii), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to contractors.

6. Consultant and Professional Services — In accordance with section 4526 of the California Government Code, selection of consultant and professional services including but not limited to architectural, landscape architectural, engineering, environmental, land surveying or construction management firms, and law firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Such contracts are not required to be awarded to the lowest bidder. A request for proposal or request for qualification process will be followed unless the Board authorizes otherwise.

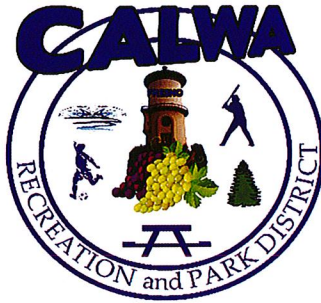
7. Sole Source Special Circumstances — The foregoing purchasing procedures shall not apply where the District Administrator determines that one or more of the following circumstances exists: related construction or repair completion dates cannot be met; patented, licensed or proprietary materials or services are required; compatibility with existing equipment is necessary;

or prior experience has proven that a particular make or type of equipment, material, supply or service is more satisfactory or economical for District purposes.

When the District wishes to purchase a product over the Twenty-five Thousand Dollar (\$25,000) bid limit from a sole source without competitive bidding as required by Section 5 above, a sole-source resolution is to be prepared and submitted with a Board agenda item. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made and set forth in every sole-source resolution:

- a. A statement describing every unique or specialized feature of the product in question.
 - b. A statement of why the District Administrator's efforts to locate all possible suppliers of such product;
 - c. A statement that, in spite of its efforts, the District Administrator has been able to locate only one supplier of the product in question;
 - d. A statement that indicates the ultimate cost of the product line and the process used to determine the cost of the project.
 - e. A finding that it is, therefore, proper for the District to suspend with competitive bidding requirement and to authorize the District Administrator to purchase the product in question under the sole source
8. **Prevailing Wages** — For contracted public works projects in excess of \$1,000, prevailing wages shall be paid in accordance with section 1771 of the California Labor Code.
9. **Conflict of Interest** — No person shall recommend, participate in, or authorize a purchase or lease which would constitute a conflict of interest as defined in the District Conflict of Interest resolution or applicable state law.

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



Meeting Date: December 19, 2017

Agenda Item Number: G-2

Wording for Agenda: Approve agreement with Cuttone and Mastro, Certified Public Accountants, to audit the financial statements of the Calwa Recreation and Park District for fiscal year 16/17. Fees not to exceed \$7,800.00

Submitting: District Administrator

Contact Name and Phone Number: Felix Ortiz
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

Department Recommendation: Approve Cuttone and Mastro, Certified Public Accountants, to audit the financial statements of the Calwa Recreation and Park District for fiscal year 16/17. Fees not to exceed \$7,800.00.

Summary/Background: It is required by law that every Special District in Fresno County, submit an annual audit report to the State Auditor-Controller's Office. I have contacted Cuttone and Mastro, since they audited last year's records, and received a cost quote not to exceed \$7,800.00. Attached is the letter with the quote from Cuttone and Mastro Certified Public Accountants.

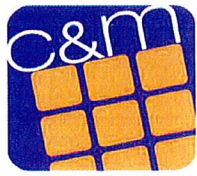
Prior Board Actions: None:

Attachments: Letter from Cuttone and Mastro.

Recommended motion to be made by Board:

Motion to approve Cuttone and Mastro, Certified Public Accountants to audit the financial statement of the Calwa Recreation and Park District for fiscal year 16/17 with cost not to exceed \$7,800.00.

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



November 16, 2017

Calwa Recreation and Park District
4545 E. Church Avenue
Fresno, California 93725

To the board of directors and management:

We are pleased to confirm our understanding of the services we are to provide Calwa Recreation and Park District for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Calwa Recreation and Park District as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Calwa Recreation and Park District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Calwa Recreation and Park District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Management's Discussion and Analysis RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Calwa Recreation and Park District's financial statements. Our report will be addressed to the board of directors and management of Calwa Recreation and Park District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall

**7543 North Ingram, Suite 102
Fresno, California 93711**

phone 559-261-4300

fax 559-261-4301

presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Calwa Recreation and Park District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Calwa Recreation and Park District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Cuttone & Mastro, Certified Public Accountants and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cuttone & Mastro, Certified Public Accountants personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

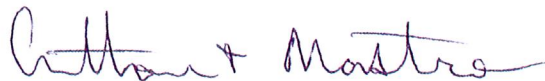
We expect to begin our audit upon return of this engagement letter signed, and to issue our reports as soon as possible. Michael B. Cuttone is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$7,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected

circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Calwa Recreation and Park District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,



Cuttone & Mastro, Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Calwa Recreation and Park District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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



Meeting Date: December 19, 2017

Agenda Item Number: G-3

Wording for Agenda: Approve Resolution 2017-24, declaring that Calwa Recreation and Park District's Governing Body Members and Volunteers shall be deemed to be employees of the district for the purpose of providing workers' compensation coverage for said certain individuals while providing their services.

Submitting: District Administrator

Contact Name and Phone Number: Felix Ortiz
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

Department Recommendation: Approve Resolution 2017-24, declaring that Calwa Recreation and Park District's Governing Body Members and Volunteers shall be deemed to be employees of the district for the purpose of providing workers' compensation coverage for said certain individuals while providing their services.

Summary/Background: The excess carrier for the SDRMA is requiring Worker's Compensation members to pass a new resolution to continue coverage for the Board of Directors and volunteers. The resolution permits the Board to designate various categories of volunteers as employees which are listed on the resolution.

Prior Board Actions: None:

Attachments: Letter from SDRMA and Resolution 2017-24.

Recommended motion to be made by Board:

Motion to approve Resolution 2017-24 declaring that Calwa Recreation and Park District's Governing Body Members and volunteers be deemed employees of the district for the purpose of providing workers' compensation coverage for said certain individuals while providing their services.

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

November 30, 2017

Mr. Felix Ortiz
District Administrator
Calwa Recreation and Park District
4545 E. Church Avenue
Fresno, California 93725

Re: Workers' Compensation Resolution for Governing Body Member and/or Volunteer Coverage

Dear Mr. Ortiz,

Recently our excess carrier has made us aware that SDRMA Workers' Compensation (WC) members need to pass a **new Resolution** if they would like to continue (or start) covering their Governing Body members and/or volunteers.

Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a Resolution by the Governing Body of the agency so declaring, be deemed to be an employee for workers' compensation purposes. Thus, if such a resolution is adopted, and the volunteer is injured while performing duties for the agency, the volunteer is entitled to receive workers' compensation benefits and their exclusive remedy for recovery against the agency is through the Workers' Compensation system.

Such Governing Body members and/or volunteers may be covered for workers' compensation benefits only if a Resolution to that effect is adopted by the Governing Body pursuant to Labor Code § 3363.5 and a copy of the Resolution is filed with SDRMA.

A new Resolution (see attached) has been created by our coverage counsel. The Resolution permits your Governing Body to designate the various categories of persons who the agency desires to "deem" to be employees for purposes of workers' compensation. It declares, on a blanket basis, that the designated categories of volunteers are deemed employees and those categories consist of Governing Body Members, persons performing voluntary service, persons on work study, interns, and other volunteers. In addition, those so designated persons also need to be listed under our Workers' Compensation Program (which includes paying an annual contribution amount) to enable coverage.

When using the sample Resolution provided, please do not make any changes other than the areas highlighted in yellow. **To ensure accurate and timely implementation of your Resolution, please return your Governing Body approved Workers' Compensation Resolution as soon as possible by fax or email.** A Microsoft Word version of the sample Resolution can be downloaded at <http://www.sdrma.org/program-coverages/workers-compensation-program>. If your agency has any questions please contact Ellen Doughty, Chief Member Services Officer, at 800.537.7790 or edoughty@sdrma.org.

Sincerely,
Special District Risk Management Authority


Gregory S. Hall, ARM
Chief Executive Officer

Enclosures: Sample Resolution for Covering Governing Body and/or Volunteers

RESOLUTION No. 2017-24

**RESOLUTION OF THE GOVERNING BODY OF
THE CALWA RECREATION AND PARK DISTRICT,
DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL
BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF
PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN
INDIVIDUALS WHILE PROVIDING THEIR SERVICES**

WHEREAS, the Calwa Recreation and Park District utilizes the services of Governing Body Members and Volunteers; and

WHEREAS, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

WHEREAS, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

- All Members of the Governing Body of the Calwa Recreation and Park District as presently or hereafter constituted and/or
- All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses
- Individuals on Work-study programs
- Interns
- Other Volunteers
- _____
[designate]

NOW, THEREFORE, BE IT RESOLVED, that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Calwa Recreation and Park District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the Calwa Recreation and Park District for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the Calwa Recreation and Park District.

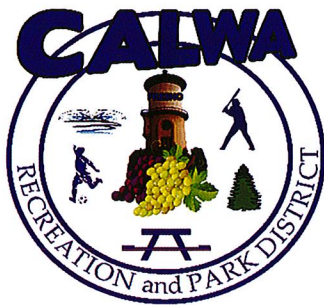
PASSED, APPROVED AND ADOPTED this 19th day of December, 2017 by the following vote:

AYES:
NOES:
ABSENT:

Felix Ortiz, Secretary
Calwa Recreation and Park District

APPROVED AS TO FORM:

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



Meeting Date: December 19, 2017

Agenda Item Number: G - 4

Wording for Agenda: Discussion and approval of number of holidays given to full time and part time employees.

Submitting: District Administrator

Contact Name and Phone Number: Felix Ortiz
559-264-6867

Department Recommendation: Approve and amend number of holidays given to employees.

Summary/Background: Attached are the holidays observed by Calwa employees. Also on the same attachment are the Holidays I would like to have the employees observe. If the Board increases the number of holidays, District Counsel will prepare a resolution making formal amendments to the Personnel Policies for placement on the next agenda as a Consent Calendar item.

Prior Board Actions: None:

Attachments: Employee Holidays

Recommended motion to be made by Board: Motion to approve amending number of holidays given to full time and part time employees from 5 to 10 days.

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

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

HOLIDAYS OBSERVED BY EMPLOYEES:

1. New Year's Day
2. July 4th
3. Labor Day
4. Christmas Day
5. Thanksgiving Day

AMENDMENT: DECEMBER 19, 2017

RULE 6: EMPLOYEE BENEFITS

Section 6.1 Holidays

A. Full-Time Employees.

The following holidays will be observed by the District as paid holidays:

1. January 1 (New Year's Day)
2. The 3rd Monday in January (Birthday of Martin Luther King, Jr.)
3. The 3rd Monday in February (Washington's Birthday)
4. The last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. The 1st Monday in September (Labor Day)
7. November 11 (Veterans' Day)
8. The 4th Thursday in November (Thanksgiving Day)
9. The 4th Friday in November (Thanksgiving Day)
10. December 25 (Christmas Day)
11. Employees will not work on holidays and will receive eight hours pay for the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the authorized holiday. When one of the above holidays falls on Sunday, the following

Monday shall be observed as the authorized holiday. If the holiday falls during an employee's vacation, the employee shall receive an additional vacation day off with pay. When one of the above holidays falls on one of an employee's regularly scheduled days off, 8 hours shall be credited to the employee's vacation accrued leave balance.

12. The District will be open on the New Year's Day, Labor Day, and Fourth of July holidays. When an employee works on a holiday, the employee will be paid for work performed and will be paid straight-time for the holiday. The employee may opt to take a future paid day off in-lieu of straight-time holiday pay.

13. The District shall make reasonable effort to assure equal distribution of required scheduled holidays worked by employees.

14. Employees on unpaid leave of absence do not receive holiday pay on holidays that fall while on unpaid leave.

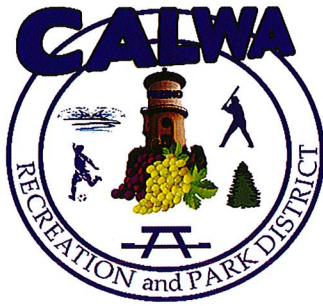
B. Part-Time Employees.

Part-Time employees working at least twenty (20) hours per work week shall receive the same holidays as full-time employees on a prorated basis. For example, if a part-time employee was scheduled to work twenty (20) hours per week, he/she would receive four (4) hours of holiday pay for each holiday observed.

C. Temporary Employees.

Temporary employees do not receive paid holidays

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



Meeting Date: December 19, 2017

Agenda Item Number: G - 5

Wording for Agenda: Discuss options to Calwa Recreation and Park District Logo.

Submitting: District Administrator
Contact Name and Phone Number: Felix Ortiz
559-264-6867

For action by:
 District Board

Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Review:
**District Administrator
(Initials Required)**

Department Recommendation: None

Summary/Background: Attached are options for the Calwa Recreation and Park District Logo. Staff will need direction on which logo, if any, Board would like to pursue.

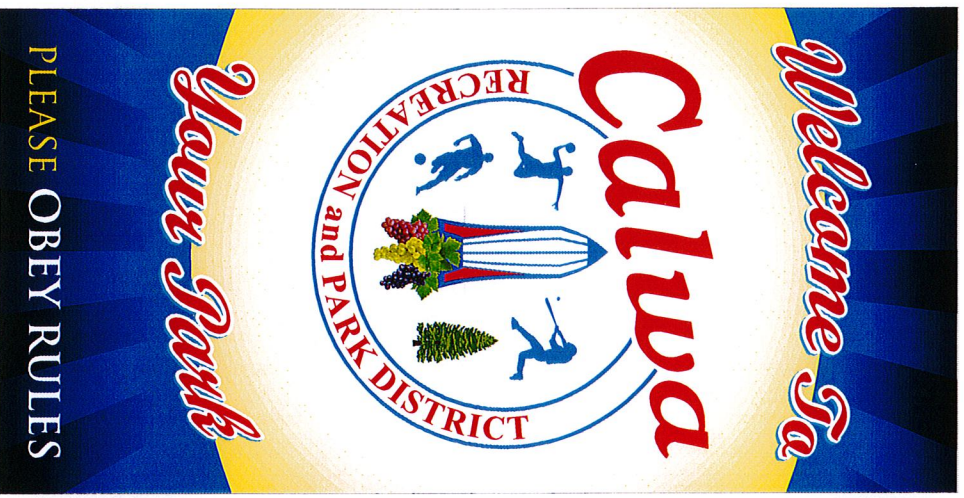
Prior Board Actions: None

Attachments: Logo Options

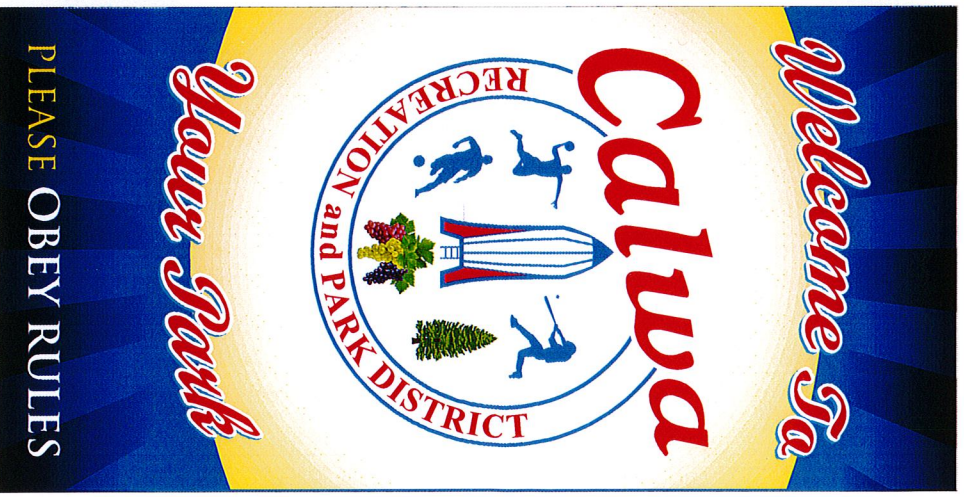
Recommended motion to be made by Board: None

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

OPTION 1



OPTION 2



PLEASE READ

I have checked the above drawing for layout and spelling. I found no mistakes or errors. I take full financial responsibility if any part of this project must be redone, due to a mistake on this proof I did not correct.

- I approve this drawing as is.
- I approve this drawing with corrections
- Send a new drawing with corrections

Signature: **X**

Ph. 559.435.6263
Fax 559.451.0530
5741 N. First St.
Fresno, CA 93710

Email: info@YellowDogGraphics.com
Website: www.YellowDogGraphics.com



Customer: _____ Date: 12/1/2017

Calwa - Logo & misc signs - 170427.fs

Comments: _____

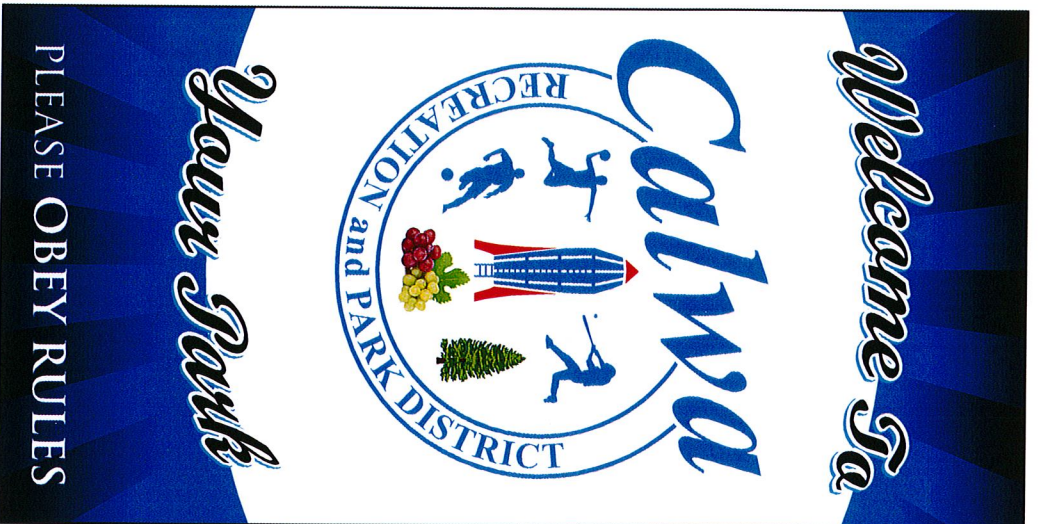
I have checked the above drawing for layout and spelling. I found no mistakes or errors. I take full financial responsibility if any part of this project must be redone, due to a mistake on this proof I did not correct.

PLEASE READ

- I approve this drawing as is.
- I approve this drawing with corrections
- Send a new drawing with corrections

Signature:

X



Ph. 559.435.6263
 Fax 559.451.0530
 5741 N. First St.
 Fresno, CA 93710

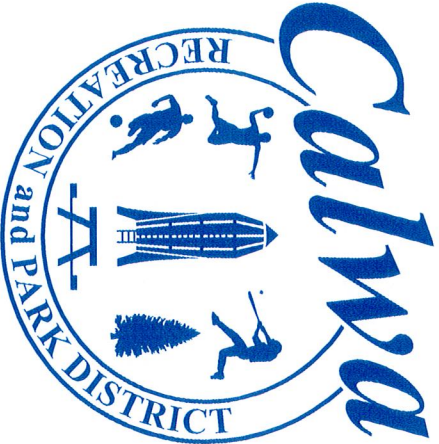
Email: info@YellowDogGraphics.com
 Website: www.YellowDogGraphics.com

Customer: _____ Date: 11/28/2017

Calwa - Logo & misc signs - 170427.fs

Comments: _____

Welcome To



Yauu Park

PLEASE OBEY RULES

I have checked the above drawing for layout and spelling. I found no mistakes or errors. I take full financial responsibility if any part of this project must be redone, due to a mistake on this proof I did not correct.

PLEASE READ

- I approve this drawing as is.
- I approve this drawing with corrections
- Send a new drawing with corrections

Signature:

X



Ph. 559.435.6263
Fax 559.451.0530
5741 N. First St.
Fresno, CA 93710

Email: info@YellowDogGraphics.com
Website: www.YellowDogGraphics.com

Customer: 5 Date: 11/27/2017

Calwa - Logo & misc signs - 170427.fs
Sign Dimensions: 60.010in x 120.010in

Comments:

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



Meeting Date: December 19, 2017

Agenda Item Number: G - 6

Wording for Agenda: Approve License Agreement between the Calwa Recreation & Park District and Oluwatoyin Mixon-Emeseh, to start an After-School Program from 3:00 pm to 6:00 pm Mondays thru Fridays beginning January 2, 2018.

Submitting: District Administrator

Contact Name and Phone Number: Felix Ortiz
559-264-6867

For action by:

District Board

Regular Session:

Consent Calendar

Regular Item

Public Hearing

Review:

**District Administrator
(Initials Required)**

Department Recommendation: Approve License Agreement between the Calwa Recreation & Park District and Oluwatoyin Mixon-Emeseh, to start an After-School Program from 3:00 pm to 6:00 pm Mondays thru Fridays beginning January 2, 2018.

Summary/Background: Attached is the License Agreement with Ms. Mixon-Emeseh to start the After-School Program she discussed with Board Members at the October meeting. The Board directed staff to write up an agreement with the District Counsel's help.

Prior Board Actions: None:

Attachments: *License Agreement*

Recommended motion to be made by Board: Motion to approve License Agreement between the Calwa Recreation & Park District and Oluwatoyin Mixon-Emeseh, to start an After-School Program from 3:00 pm to 6:00 pm Mondays thru Fridays beginning January 2, 2018.

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

CALWA RECREATION AND PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California special district, hereinafter referred to as "District," and Oluwatoyin Mixon-Emeseh, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on January 1, 2018, and continue on a month-to-month basis until such time as either party gives notice of termination or unless terminated earlier as provided in this Agreement.
2. **Termination:** This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days' notice to the other party.
 - b. With 5 days' notice for Licensee's failure to perform any of the terms and conditions of this Agreement.
3. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, grants to Licensee a license to use the Community Center Side Hall Room, hereinafter referred to as "Hall," and on the Park Grounds designated by the District Administrator solely to conduct After School Program.
 - a. Licensee agrees to accept the Hall and Park Grounds in "as-is" condition "with all faults."
 - b. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
4. **Licensee's Requirements:** Licensee shall:
 - a. Use the Premises to organize an After School Program. Any other use must be permitted in writing by the District Administrator.
 - b. Conduct Classes in the Hall. Licensee must ensure that participants are restricted to the areas of the Hall where the classes are held.
 - c. Conduct classes on Park grounds as designated by the District Administrator.
 - d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective
 - e. Instruction and safety of all students. Licensee will provide its own Internet service connections and equipment required for classes, including stereo protective gear and computers.

- f. The maximum number of class participants for classes held in the Community Center Hall shall be 50.
 - g. Ensure that each student has completed and signed a "waiver of liability" form in the form attached hereto. The original of said form shall be returned to District immediately after student signs it. If student is a minor, the student's parent or guardian shall sign the waiver of liability. Licensee shall not allow any student not having a signed waiver to participate in the class.
 - h. Keep accurate enrollment records, including the student's name, contact information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District.
 - i. Licensee will be responsible for the operations of his/her classes. Licensee must ensure that minors under twelve not be present during classes since the Park Rules require adult supervision.
 - j. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee use will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
 - k. Licensee shall conduct self appropriately and respectfully with the public.
 - l. Licensee shall communicate with the District Administrator or District Administrator's designee regarding any problems or conflicts.
5. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof. Licensee shall also comply with Calwa Ordinance, "Establishing Park Use Rules and Regulations." A copy is attached.
6. **State Law Requirements for Fingerprinting:** Compliance with Public Resource Code, Section 5164:

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

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.
- b. Evidence of compliance shall be presented to District before this Agreement is signed by the District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.

- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.
 - d. Failure of the instructor to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.
7. **Dates and Times of Permitted Use:** Access to Hall will commence at 3:00 p.m. and will end at 6:00 p.m. Monday through Friday.
 - a. No access will be granted on holidays when District is closed.
 - b. Failure to vacate the premises after each class time constitutes a violation of this contract.
 - c. From time to time, the District will need to conduct its regular Board meeting in the Hall once a month. For special meetings, at least 24 hours' notice will be given.
8. **License Fee:** No license fee will be charged for this license.
9. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that he/she is not and will not become employees, partners, agents or principals of District while this Agreement is in effect. Licensee is responsible for providing, at his/her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
10. **Indemnification:** Licensee shall indemnify, defend and hold harmless District, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act of neglect by Licensee, its agents, employees, contractors, Lessees, participants, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement.

Licensee hereby releases District from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or

otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

- a. Licensee acknowledges that District has advised him/her that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
 - b. District shall not at any time be liable for loss, damage, or injury to person or property in or upon the facility during the license periods.
 - c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.
11. **Restoration:** If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
12. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.
13. **Notices:** Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.
14. **Attorney's Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
15. **Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

Date: _____ Date: _____

Felix Ortiz, District Administrator
Calwa Recreation & Park District

Oluwatoyin Mixon-Emeseh

Date: _____

Date: _____