

Last updated: November 5, 2021 at 11:05 AM (Includes 10/30/21 - 11/5/21)

- **Total Cases:** 139,249 (+2,348)
- **Total Deaths:** 2,170 (+39)
- **Currently Hospitalized:** 325 (+23)
- **Test Results Received and Processed:** 1,879,530 (+32,789)

For more information, visit the [COVID-19 Data Hub](#).

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

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

Fresno County Metrics

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

Week	Positivity Rate	New COVID-19 positive case per day per 100K population	Health Equity Metric (HPI Test Positivity)	Trend
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
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Public Health Notice

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

[FCDPH- COVID-19 Surge Continues to Worsen \(8/20/2021\)](#)

[FCDPH- Summer Camps and COVID-19 Recommendations \(7/23/2021\)](#)

Statewide Public Health Officer Orders

- [CDPH- Adult Care Facilities and Direct Care Worker Vaccine Requirement \(9/28/2021\)](#)
- [CDPH Public Health Officer Order- Requirement that COVID-19 Immunization Providers Request Patients' Email Addresses and Mobile Phone Numbers for the State's Immunization Registry \(9/24/2021\)](#)
- [CDPH Public Health Officer Order - Requirements for Visitors in Acute Health Care and Long-Term Care Settings \(8/26/2021\)](#)
 - [Q&A - Requirements for Visitors in Acute Health Care and Long-Term Care Settings \(8/20/2021\)](#)
- [CDPH- COVID-19 Public Health Recommendations for Fully Vaccinated People \(8/24/21\)](#)
- [CDPH Public Health Officer Order - State and Local Correctional Facilities and Detention Centers Health Care and Worker Vaccination Requirement \(8/19/2021\)](#)
- [CDPH Public Health Officer Order - Hospital and Health Care System Surge \(8/16/2021\)](#)
- [CDPH Public Health Officer Order - Vaccine Verification for Workers in Schools \(8/11/2021\)](#)
 - [Q&A Vaccine Verification for Workers in Schools \(8/19/2021\)](#)

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 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 - 10/27/2021)
- [Beyond the Blueprint Questions & Answers](#): (Industry and Sector Guidance - 8/18/2021)
- [Staying Ready - California's COVID-19 Preparedness & Equity Strategies](#) (6/15/2021)

Masking is Still Required in Some Settings

Masking is required for everyone while indoors if they are not fully vaccinated and is strongly recommended for all others. It is anticipated that as case rates rise, hospitalizations and death rates will also rise in the coming weeks in Fresno County.

Everyone, regardless of vaccination status, is still required to wear masks on public transportation (buses, trains, planes, etc.) and some other places (like hospitals and shelters) per CDC guidelines.

People who are not fully vaccinated must still wear masks in all indoor public settings (such as, but not limited to, the grocery store and the movie theater) and should wear masks in outdoor crowded settings when that region is experiencing high COVID-19 transmission.

Fully vaccinated people may go unmasked in most settings (except public transportation and places like hospitals and shelters). Workers must follow Cal/OSHA rules. [Employers \(Cal OSHA Emergency Temporary Standards\)](#).

Masking Guidance

- [CDPH- General Public Guidance](#) (7/28/21)
 - [CDPH - Masking Q & A](#) (9/1/21)
- [CDPH- K-12 School Guidance](#) (9/22/21)
 - [CDPH - K-12 School Guidance FAQ](#) (9/22/21)

Mega and Large Event Guidance

- [CDPH Public Health Officer Order - Health Care Worker Vaccine Requirement](#) (8/5/2021)
 - [Q&A - Health Care Worker Vaccine Requirement](#) (8/20/2021)
- [CDPH Public Health Officer Order - Health Care Workers Protections in High-Risk Settings](#) (7/26/2021)
 - [Q&A - Health Care Worker Protections in High-Risk Settings](#) (8/9/2021)
- [CDPH Public Health Officer Order - Beyond the Blueprint](#) (6/11/2021)

Fresno County Health Officer Orders

[FCDPH- Health Officer Order- School Surveillance Testing](#) (4/21/2021)

[FCDPH- Health Officer Order- COVID-19 Testing](#) (6/29/2021)

FCDPH- Health Officer Order (Amended 6/28/2021)

- [English](#)
- [Español](#)
- [Hmong](#)
- [Punjabi](#)
- [Lao](#)

New Guidance

[FCDPH- COVID-19 K-12 Extracurricular Guidance](#) (11/5/2021)

[FCDPH- K-12 Return to School Guidance with Template Letters](#) (11/5/2021)

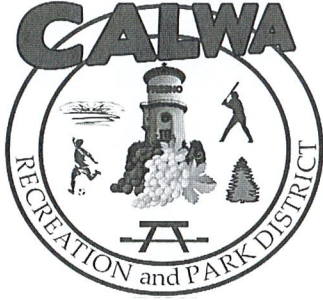
[FCDPH- Health Update- Monoclonal Antibody Treatments for COVID-19](#) (9/24/21)

[CDPH- Pfizer COVID-19 Vaccine Boosters](#) (9/24/2021)

[CDPH- COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year](#) (9/22/2021)

- [FAQ - CDPH- COVID-19 Public Health Guidance for K-12 Schools in California,](#)

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: D-b.

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 with current remaining budget.

Summary/Background: Latest donation from Kaiser for the amount of \$30,000 has been received and processed in Districts account. Awaiting permit renewal from Ari and City of Fresno. Permit will allow District to resume construction on the pool project.

Prior Board Actions: Continue with construction as funding comes in.

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

Recommended motion to be made by Board: Schedule work once site permit is renewed, unknown on cost to renew permit.

N/A

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

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
Total Remaining Expenses	\$	221,517.00
Remaining Budget		\$65,771.49
Total Deficit	\$	(155,745.51)



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		
\$65,771.45		

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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
Total Remaining Expenses	\$ 221,517.00

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
Caglia 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
Kaiser Permanente #2 Donation *	\$30,000.00	9/30/2021
Totals: as of 10/11/2021	\$ 228,700.00	

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
10/29/2021	1047	CHECK	Uncategorized	Uncategorized	CHECK		-80		\$52,602.06
10/29/2021		POS 918017 AMIGOS FOOD MA FRESNO CA #33381	Household	Groceries	POS		-17.29		\$52,682.06
10/28/2021		POS 01YVWMT AMAZON.COM*XL6 SEATTLE WA #3381	Bills & Utilities	Internet	POS		-59.55		\$52,699.35
10/27/2021		POS 314026 COSTCO WHSE #00 FRESNO CA #33381	Household	Groceries	POS		-129.03		\$52,758.90
10/27/2021		POS 542201 SMART AND FINA FRESNO CA #33381	Household	Groceries	POS		-76.61		\$52,887.93
10/27/2021		POS ADOBE *800-833-6687 ADOBE.LY/ENUS CA ON 211027 #3381	Entertainment	Shopping	POS		-14.99		\$52,964.54
10/27/2021		POS V3A0V6 AMAZON.COM*TD4 SEATTLE WA #33381	Bills & Utilities	Internet	POS		-6.26		\$52,979.53
10/27/2021		POS Y35MUU AMAZON.COM*2Y5 SEATTLE WA #33381	Bills & Utilities	Internet	POS		-44.92		\$52,985.79
10/27/2021		POS ZOOM.US 888-799-9666 8887999666 CA ON 211027 #3381	Bills & Utilities	Telephone	POS		-14.99		\$53,030.71
10/26/2021	985242	CHECK	Uncategorized	Uncategorized	CHECK		-4836.78		\$53,045.70
10/26/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			1000	\$57,882.48
10/26/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			200	\$56,882.48
10/26/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			150	\$56,682.48
10/26/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			100	\$56,532.48
10/25/2021		XFER TRANSFER TO CHECKING ***5854	Uncategorized	Uncategorized	XFER		-10000		\$56,432.48
10/25/2021		POS 281360 TARGET T- 3150 W Fresno CA #33381	Household	Groceries	POS		-160.06		\$66,432.48
10/25/2021		POS 730418 SMART AND FINA FRESNO CA #33381	Household	Groceries	POS		-212.16		\$66,592.54
10/25/2021		POS 318235 COSTCO WHSE #00 FRESNO CA #33381	Household	Groceries	POS		-172.1		\$66,804.70
10/25/2021		POS CANVA* 103217-1608559 CAMDEN DE ON 211024 #3381	Entertainment	Recreation	POS		-12.99		\$66,976.80
10/22/2021		DIRECTDEP Jeff Pfeiffer PMT REFUND 102221 CKF412279708 CCD	Uncategorized	Uncategorized	DIRECTDEP			550	\$66,989.79
10/21/2021		POS AT&T MOBILITY EPAY 8003310500 TX ON 211021 #3381	Bills & Utilities	Telephone	POS		-294.39		\$66,439.79
10/21/2021		POS WWW.UPUNCH.COM CARLSBAD CA ON 211021 #3381	Entertainment	Shopping	POS		-184.16		\$66,734.18
10/20/2021	1027	CHECK	Uncategorized	Uncategorized	CHECK		-135		\$66,918.34
10/19/2021		POS 487940 IN LIVE SCAN CA #33381	Uncategorized	Uncategorized	POS		-52		\$67,053.34
10/18/2021		DIRECTDEBIT LEASE DIRECT WEB PAY 101821 73670990 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1955.72		\$67,105.34
10/18/2021		DIRECTDEBIT MID VALLEY DISP ONLINE PMT 101821 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-258.26		\$69,061.06
10/18/2021		DIRECTDEBIT UNIFIRST ONLINE PMT 101821 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-154.4		\$69,319.32
10/15/2021		DIRECTDEBIT JEFF PFEIFFER ONLINE PMT 101521 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-550		\$69,473.72
10/15/2021		DIRECTDEBIT AT&T (PAC BELL) ONLINE PMT 101521 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-215.57		\$70,023.72
10/15/2021		DIRECTDEBIT VERIZON ONLINE PMT 101521 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-123.72		\$70,239.29
10/15/2021		DIRECTDEBIT TERMINIX ONLINE PMT 101521 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-60		\$70,363.01
10/15/2021		POS BIG FRESNO FAIR 8005143849 NC ON 211015 #3381	Entertainment	Recreation	POS		-41		\$70,423.01
10/14/2021		DEBIT REFERENCE # W-2074610	Uncategorized	Uncategorized	DEBIT		-375		\$70,464.01
10/14/2021		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE	Uncategorized	Uncategorized	DEBIT		-25		\$70,839.01
10/14/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			700	\$70,864.01
10/14/2021		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE	Uncategorized	Uncategorized	CREDIT			25	\$70,164.01
10/13/2021	1025	CHECK	Uncategorized	Uncategorized	CHECK		-250		\$70,139.01
10/13/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			375	\$70,389.01
10/13/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			375	\$70,014.01
10/12/2021		DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 101221 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-105.07		\$69,639.01
10/12/2021		XFER TRANSFER TO CHECKING ***5854	Uncategorized	Uncategorized	XFER		-10000		\$69,744.08
10/12/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$79,744.08
10/7/2021	1049	CHECK	Uncategorized	Uncategorized	CHECK		-250		\$79,244.08
10/7/2021	1026	CHECK	Uncategorized	Uncategorized	CHECK		-200		\$79,494.08
10/6/2021	1024	CHECK	Uncategorized	Uncategorized	CHECK		-200		\$79,694.08
10/6/2021		POS 044647 DOLLAR TREE FRESNO CA #33381	Entertainment	Shopping	POS		-6.5		\$79,894.08
10/6/2021		POS L85BYD AMAZON.COM*276 SEATTLE WA #3381	Bills & Utilities	Internet	POS		-123.25		\$79,900.58
10/4/2021		POS 400151 TARGET T- 3173 E Fresno CA #33381	Household	Groceries	POS		-47.33		\$80,023.83
10/4/2021		POS THE MOWERS EDGE FRESNO CA ON 211004 #3381	Uncategorized	Uncategorized	POS		-184.14		\$80,071.16
10/4/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			600	\$80,255.30
10/4/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$79,655.30
10/4/2021		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			35	\$79,155.30
10/1/2021		POS AMERIGUARD SEC. SYSTEM FRESNO CA ON 211001 #3381	Household	Home Improvement	POS		-51.99		\$79,120.30
10/1/2021		POS GETSTREAMLINE.COM WEB SACRAMENTO CA ON 211001 #3381	Uncategorized	Uncategorized	POS		-75		\$79,172.29

4:54 PM

11/08/21

Calwa Recreation and Park District
Reconciliation Summary
Bank of West NEW REV ...08, Period Ending 10/31/2021

	Oct 31, 21
Beginning Balance	79,247.29
Cleared Transactions	
Checks and Payments - 40 items	-31,730.23
Deposits and Credits - 12 items	5,085.00
Total Cleared Transactions	-26,645.23
Cleared Balance	<u>52,602.06</u>
Uncleared Transactions	
Checks and Payments - 1 item	-5,000.00
Total Uncleared Transactions	-5,000.00
Register Balance as of 10/31/2021	<u>47,602.06</u>
Ending Balance	47,602.06

Calwa Recreation and Park District
Reconciliation Detail
Bank of West NEW REV ...08, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						79,247.29
Cleared Transactions						
Checks and Payments - 40 items						
Check	10/01/2021		Streamline	X	-75.00	-75.00
Check	10/01/2021		Ameriguard Security...	X	-51.99	-126.99
Check	10/04/2021		The Mowers Edge	X	-184.14	-311.13
Check	10/04/2021		Target	X	-47.33	-358.46
Check	10/06/2021	1024	Hall Deposit Refund	X	-200.00	-558.46
Check	10/06/2021		Amazon	X	-123.25	-681.71
Check	10/06/2021		Dollar Tree Stores, Inc	X	-6.50	-688.21
Check	10/07/2021	1049	Hall Deposit Refund	X	-250.00	-938.21
Check	10/07/2021	1026	Hall Deposit Refund	X	-200.00	-1,138.21
Deposit	10/12/2021		Payroll Transfer	X	-10,000.00	-11,138.21
Check	10/12/2021		The Home Depot	X	-105.07	-11,243.28
Check	10/13/2021	1025	Hall Deposit Refund	X	-250.00	-11,493.28
Check	10/14/2021		Bank of the West	X	-375.00	-11,868.28
Check	10/15/2021		Jeff Pfeiffer	X	-550.00	-12,418.28
Check	10/15/2021		AT and T	X	-215.57	-12,633.85
Check	10/15/2021		Verizon Wireless	X	-123.72	-12,757.57
Check	10/15/2021		Terminix	X	-60.00	-12,817.57
Check	10/15/2021		Big Fresno Fair	X	-41.00	-12,858.57
Check	10/18/2021		Lighting Loan-De La...	X	-1,955.72	-14,814.29
Check	10/18/2021		Mid Valley Disposal	X	-258.26	-15,072.55
Check	10/18/2021		Unifirst	X	-154.40	-15,226.95
Check	10/19/2021		LIVE SCAN	X	-52.00	-15,278.95
Check	10/20/2021	1027	Regime Republic	X	-135.00	-15,413.95
Check	10/21/2021		AT and T	X	-294.39	-15,708.34
Check	10/21/2021		U.Punch.com	X	-184.16	-15,892.50
Deposit	10/25/2021		Payroll Transfer	X	-10,000.00	-25,892.50
Check	10/25/2021		Smart and Final	X	-212.16	-26,104.66
Check	10/25/2021		Costco	X	-172.10	-26,276.76
Check	10/25/2021		Target	X	-160.06	-26,436.82
Check	10/25/2021		Canva	X	-12.99	-26,449.81
Check	10/26/2021		City of Fresno	X	-4,836.78	-31,286.59
Check	10/27/2021		Costco	X	-129.03	-31,415.62
Check	10/27/2021		Smart and Final	X	-76.61	-31,492.23
Check	10/27/2021		Amazon	X	-44.92	-31,537.15
Check	10/27/2021		Adobe	X	-14.99	-31,552.14
Check	10/27/2021		Zoom Video Commu...	X	-14.99	-31,567.13
Check	10/27/2021		Amazon	X	-6.26	-31,573.39
Check	10/28/2021		Amazon	X	-59.55	-31,632.94
Check	10/29/2021	1047	Regime Republic	X	-80.00	-31,712.94
Check	10/29/2021		Amigos Market	X	-17.29	-31,730.23
Total Checks and Payments					-31,730.23	-31,730.23
Deposits and Credits - 12 items						
Deposit	10/04/2021		CALWA RECREATI...	X	35.00	35.00
Deposit	10/04/2021		CALWA RECREATI...	X	500.00	535.00
Deposit	10/04/2021		CALWA RECREATI...	X	600.00	1,135.00
Deposit	10/12/2021		CALWA RECREATI...	X	500.00	1,635.00
Deposit	10/13/2021		CALWA RECREATI...	X	375.00	2,010.00
Deposit	10/13/2021		CALWA RECREATI...	X	375.00	2,385.00
Deposit	10/14/2021	015074	CALWA RECREATI...	X	700.00	3,085.00
Deposit	10/22/2021		CALWA RECREATI...	X	550.00	3,635.00
Deposit	10/26/2021		CALWA RECREATI...	X	100.00	3,735.00
Deposit	10/26/2021		CALWA RECREATI...	X	150.00	3,885.00
Deposit	10/26/2021		CALWA RECREATI...	X	200.00	4,085.00
Deposit	10/26/2021	1557	CALWA RECREATI...	X	1,000.00	5,085.00
Total Deposits and Credits					5,085.00	5,085.00
Total Cleared Transactions					-26,645.23	-26,645.23
Cleared Balance					-26,645.23	52,602.06

Calwa Recreation and Park District
Reconciliation Detail
Bank of West NEW REV ...08, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Uncleared Transactions						
Checks and Payments - 1 item						
Deposit	07/31/2020		Payroll Transfer		-5,000.00	-5,000.00
Total Checks and Payments					-5,000.00	-5,000.00
Total Uncleared Transactions					-5,000.00	-5,000.00
Register Balance as of 10/31/2021					-31,645.23	47,602.06
Ending Balance					-31,645.23	47,602.06

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
10/28/2021	11092	CHECK	Uncategorized	Uncategorized	CHECK		-621.86		\$11,571.13
10/27/2021		DIRECTDEBIT ADP WAGE PAY 102721 930021851232JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-4434.92		\$12,192.99
10/27/2021		DIRECTDEBIT ADP Tax 102721 RRJIG 102622A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1473.43		\$16,627.91
10/25/2021		XFER TRANSFER FROM CHECKING ***.**6408	Uncategorized	Uncategorized	XFER			10000	\$18,101.34
10/22/2021		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 102221 2RJIG 2062786 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-151.85		\$8,101.34
10/22/2021	11088	CHECK	Uncategorized	Uncategorized	CHECK		-364.6		\$8,253.19
10/15/2021	11090	CHECK	Uncategorized	Uncategorized	CHECK		-596.04		\$8,617.79
10/14/2021		DIRECTDEBIT ADP Tax 101421 RRJIG 101322A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-42.6		\$9,213.83
10/14/2021	11089	CHECK	Uncategorized	Uncategorized	CHECK		-625.17		\$9,256.43
10/13/2021		DIRECTDEBIT ADP WAGE PAY 101321 927421573091JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3872.31		\$9,881.60
10/13/2021		DIRECTDEBIT ADP Tax 101321 RRJIG 101221A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1292.02		\$13,753.91
10/13/2021		DIRECTDEBIT ADP WAGE PAY 101321 941719621528JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-182.3		\$15,045.93
10/12/2021		XFER TRANSFER FROM CHECKING ***.**6408	Uncategorized	Uncategorized	XFER			10000	\$15,228.23
10/8/2021		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 100821 2RJIG 4768839 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-82.39		\$5,228.23
10/6/2021	11087	CHECK	Uncategorized	Uncategorized	CHECK		-339.79		\$5,310.62
10/4/2021	11086	CHECK	Uncategorized	Uncategorized	CHECK		-634.72		\$5,650.41

5:06 PM

11/08/21

Calwa Recreation and Park District
Reconciliation Summary
Bank of the West Payroll, Period Ending 10/31/2021

	Oct 31, 21
Beginning Balance	6,285.13
Cleared Transactions	
Checks and Payments - 14 items	-14,714.00
Deposits and Credits - 2 items	20,000.00
	<hr/>
Total Cleared Transactions	5,286.00
	<hr/>
Cleared Balance	11,571.13
	<hr/> <hr/>
Register Balance as of 10/31/2021	11,571.13
Ending Balance	11,571.13

Calwa Recreation and Park District
Reconciliation Detail
Bank of the West Payroll, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						6,285.13
Cleared Transactions						
Checks and Payments - 14 items						
Check	10/04/2021	11086	Ulysses S. Grant	X	-634.72	-634.72
Check	10/06/2021	11087	Raul Guerra	X	-339.79	-974.51
Check	10/08/2021		ADP	X	-82.39	-1,056.90
Check	10/13/2021		ADP	X	-3,872.31	-4,929.21
Check	10/13/2021		ADP	X	-1,292.02	-6,221.23
Check	10/13/2021		ADP	X	-182.30	-6,403.53
Check	10/14/2021	11089	Eduardo A Cortez	X	-625.17	-7,028.70
Check	10/14/2021		ADP	X	-42.60	-7,071.30
Check	10/15/2021	11090	Ulysses S. Grant	X	-596.04	-7,667.34
Check	10/22/2021	11088	Mary L. Rosales	X	-364.60	-8,031.94
Check	10/22/2021		ADP	X	-151.85	-8,183.79
Check	10/27/2021		ADP	X	-4,434.92	-12,618.71
Check	10/27/2021		ADP	X	-1,473.43	-14,092.14
Check	10/28/2021	11092	Eduardo A Cortez	X	-621.86	-14,714.00
Total Checks and Payments					-14,714.00	-14,714.00
Deposits and Credits - 2 items						
Deposit	10/12/2021		Payroll Transfer	X	10,000.00	10,000.00
Deposit	10/25/2021		Payroll Transfer	X	10,000.00	20,000.00
Total Deposits and Credits					20,000.00	20,000.00
Total Cleared Transactions					5,286.00	5,286.00
Cleared Balance					5,286.00	11,571.13
Register Balance as of 10/31/2021					5,286.00	11,571.13
Ending Balance					5,286.00	11,571.13

Expenses NOVEMBER	EST	ACT	DIFFERENCE		
			Over	Under	
Audit	0	0			
Bank Fees	\$ -	\$ -	\$ -	\$ -	
Cleaning Supplies	\$ 450.00	\$ -	\$ -	\$ 450.00	
District Counsel	\$ 800.00	\$ 705.00	\$ -	\$ 95.00	
District Board Elections		\$ -	\$ -	\$ -	
Electricity	\$ 2,600.00	\$ 1,389.97	\$ -	\$ 1,210.03	
Electrical Field Lighting Loan	\$ 1,955.72	\$ 1,955.72	\$ -	\$ -	
Equipment Fuel	\$ 90.00	\$ -	\$ -	\$ 90.00	
Event Costs	\$ 600.00	\$ 808.25	\$ 208.25		Donations of \$700
Fresno Co. Service Fees		\$ -	\$ -	\$ -	
Liability Insurance		\$ -	\$ -	\$ -	
Internet	\$ 112.00	\$ 294.39	\$ 182.39	\$ -	New activations on new devices, credits to follow
Landline Phone	\$ 185.00	\$ 215.57	\$ 30.57		Removed international services
Mobile Phone	\$ 123.00	\$ 123.72		\$ 0.72	
Memberships		\$ -	\$ -	\$ -	
Mileage		\$ -	\$ -	\$ -	
Office Equipment (printer lease/services)	\$ 160.00	\$ 224.34	\$ 64.34	\$ -	Printer buyout is paying for extra
Office Supplies	\$ 140.00	\$ 243.71	\$ 103.71		Purchased new clock in device
Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
Recreation Programs	\$ 400.00	\$ 47.33	\$ -	\$ 352.67	
Repairs & Maintenance	\$ 4,000.00	\$ 1,443.04	\$ -	\$ 2,556.96	
Security		\$ -	\$ -	\$ -	
Security Monitoring System (Ameriguard)	\$ 52.00	\$ 51.99	\$ -	\$ 0.01	
Technology Services	\$ 105.00	\$ 117.97	\$ 12.97	\$ -	
Trash Disposal	\$ 300.00	\$ 258.26	\$ -	\$ 41.74	
Vehicle Leasing/Financing		\$ -	\$ -	\$ -	
Water	\$ 2,500.00	\$ 4,836.78	\$ 2,336.78	\$ -	Higher cost when compared to FY19/20
Swimming Pool Maintenance		\$ -	\$ -	\$ -	
Totals			\$ 2,939.01	\$ 5,797.13	\$ 2,858.12

Employee Cost					
Employee Salaries	\$ 17,500.00	\$ 10,967.32	\$ -	\$ 6,532.68	
Payroll Taxes	\$ 2,100.00	\$ 2,808.05	\$ 708.05	\$ -	Inquiring about tax percentage with state
Payroll Fees	\$ 160.00	\$ 234.24	\$ 74.24	\$ -	
Director Stipends	\$ 500.00	\$ 704.39	\$ 204.39	\$ -	late deposits will show up in upcoming months
Workers Compensation	0	\$ -	\$ -	\$ -	
HR Miscellaneous	\$ 100.00	\$ 52.00		\$ 48.00	
Total:	\$ 20,360.00	\$ 14,766.00	\$ 986.68	\$ 6,580.68	\$ 5,594.00



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING NOTICE AND AGENDA

October 19th, 2021

TIME – 5:30 P.M.

Start Time: 5:40pm Adjourn Time: 8:37pm

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 Present, Vice Chair Raul Guerra Present, and Chair Esmeralda Zamora Present. Board Secretary Adam Ramos Present as well as District Legal Counsel Hilda Montoy.

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were both lead by Board Member Mary Rosales.

B. APPROVAL OF AGENDA

Board Chair Esmeralda Zamora requested item F14 be moved to F1.

Approval of Regular Agenda was first motioned by: Chair Esmeralda Zamora and seconded by Vice Chair Raul Guerra. All in favor vote invoked to Board: all in favor 5 Yes, 0 No.

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.

Public Speaker 1: A Hopeful Encounter Youth Group represented by: Marlene and Wendy. They brought up the current smoking policy regarding smoking. They mentioned issues some friends went through smoking vapes, marijuana, and e-cigs. They suggested that we upgrade our smoking policy to include new smoking fads and trends with new signage throughout the park.

Public Speaker 2: Hector Hernandez: requested that we consider the approval of his adult men's soccer team to practice and host games there on Saturdays. Mentioned that he will personally control his team and spectators. Mentioned he is aware of previous negative experiences with other soccer clubs in the past and stated that he is okay with having his agreement include a zero tolerance policy and will terminate agreement. Board acknowledges request and will put onto next months (Novembers) agenda.

D. GUEST SPEAKERS:

- a. City of Fresno Council President Luis Chavez, District 5 (**Informational**)
Presented By: Luis Chavez and Staff

Chavez presented through Zoom. Presented two options for the District to consider overtime. Option 1: City of Fresno has acquired additional funding through the passing of Measure P. Presented a decision for the District give control of the park to the City of Fresno. District would dissolve including the Board and all control of the park would be responsibility of City of Fresno Parks and Recreation Department. Option 2: City of Fresno and District MOU agreement, Board will act as an advisory committee and carry a voice to represent public of the District. District will dissolve and affairs will be handled by City of Fresno Parks and Recreation Department. Gave an update on Barton Street improvements, with a start date end of this year early next year. Board member Mary Rosales requested any information put on paper.

E. OLD BUSINESS

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

Covid updates for Fresno County presented with new metric. All COVID-19 park policies still in place and masks are optional if vaccinated when entering/using the hall. All programs will have all staff wearing a mask indoor/outdoors.

- b. Update on Swimming Pool Project and Continuing with Contractor (Direction) Presented by Project Manager Ari Martinez

Ari presented to Board new information and documentation regarding the current balance of the projects budget with the new donation coming in from Kaiser for \$30,000.00 said they will have completed pool but will have to seek funding from new donors about the restrooms and fencing. Mentioned the letter that DA provided seeking ARPA funding, said we did not qualify for the funds. Pantar will donate pool equipment with a total of \$27,682.00. Mentioned currently working with the City of Fresno to renew project permit, was expired.

F. NEW BUSINESS

1. Bank Account Information (all accounts) **(Informational)**

Presented By DA:

All account information was reviewed. Revenues were presented and Board Member Mary Rosales asked if we could generate more revenue in other areas. Board Member Laura Garcia mentioned a Street Eats event sometime in the future. Board Member Raul Guerra suggested showing on a document the comparison spending from our approved budget against current spending per line item in budget.

2. Approval of Board Meeting Minutes **(Action)**

Minutes-Regular Meeting September 21st, 2021

Minutes-Special Meeting September 30th, 2021

Presented By DA

Approval for Regular Meeting Minutes for September 21st, 2021 and Special Meeting Minutes for September 30th 2021, were First motioned by: Mary Rosales and second motioned by Laura Garcia. All in favor voted casted: 5 Yes, 0 No, 0 Abstaining.

3. All District Employees Current Work Schedules **(Informational)**

Presented By DA:

Presented document showcasing the current work schedules for all District employees. Board directed DA to have fixed lunch and regular breaks scheduled on schedules in addition to current information.

4. Park and Office Hours of Operations **(Direction)**

Presented By DA:

DA presented hours of operations for current District operation hours. Office hours will continue to reflect the 8:30am-5:30pm Mon-Fri and closed on Sat-Sun, while the parks operation hours will continue with Mon-Sun 8am-9pm.

5. Update on Night Owl Security Camera System: Retain and Install Security System **(Action)**

Requested By Board Member Mary Rosales

Presented By: DA

First Motion: Mary Rosales and Second Motion: Laura Garcia. All in favor vote presented: 5 yes, 0 no, 0 abstain

DA provided documents of purchase receipts and description of product. Board provided direction to keep system, install as soon as possible and make look professional.

6. **Approval of New District Park Product/Service Charges (Action)**
Consider approval of Resolution Adopting Fees For Use of District Facilities and Park
Presented By DA. DA provided information on how the charges work for all of the Districts services and justify the increase in the parks charges. Was directed to table the item until we can provide detailed information on what exactly will increase and any new charges that the District creates. DA will provide extra information next meeting.
7. **Update and consideration Adding Park Aide Position (Direction)**
Presented By: DA
DA presented that the need for an additional staff member is present with the soccer and afterschool programs increasing in participation. Board repeated direction and approval of adding a new staff member as long as the need deems fit. The need is present according to DA and DA will continue with hiring process for assistance with programs and park operations.
9. **Halloween Trunk or Treat Event: (Informational)**
Presented By: DA
DA presented Donaghy provided donation of \$700 for the Halloween event. Flyer was provided for the event with detailed information. DA state District will only use \$200 of the funds for the event.
10. **Approval of Zumba Contract with Vendor: Johana Espinoza (Action)**
Presented By: DA
First Motion: Mary Rosales Second Motion: Joseph Perez. All in favor vote casted: 5 yes, 0 no, 0 abstain
11. **Approval of Zumba Contract with Vendor: Erika Lopez (Action)**
Presented By: DA
First Motion: Mary Rosales Second Motion: Joseph Perez. All in favor vote casted: 5 yes, 0 no, 0 abstain
12. **Approval of Karate Contract with Vendor: Cruz M. Delgado, International Karate Kofuja-Do (Action)**
Presented By: DA
First Motion: Mary Rosales Second Motion: Joseph Perez. All in favor vote casted: 5 yes, 0 no, 0 abstain
13. **Approval of Temporary use of the Soccer Fields for 7v7 501(c)(3) Non-Profit League Papi Football Inc (Action)**
Presented By: DA and CEO of Papi Football Inc. Luis Torres
Approved. CEO of the Non-profit Luis Torres was not present during the meeting. DA presented all information. Board is requesting more information from Luis Torres and DA will construct an agreement for a trial basis. Board directed DA to hold off until approved at next board meeting. 1st Motion Raul Guerra, 2nd motion: Laura Garcia. Vote as follows: 5 Yes, 0 No, 0 Abstain

14. Consideration and Approval of First Amendment To Agreement For Employment of District Administrator.

First Motion: Laura Garcia Second Motion: Raul Guerra: All in favor vote casted: 5 Yes, 0 No, 0 Abstain.

H. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

I. ADJOURNMENT: Time 8:37pm

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. The agenda packet is posted at www.calwarecreation.org.

NEXT REGULAR MEETING:

November 16th, 2021

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on June 10, 2021.

Adam J. Ramos

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-3

Wording for Agenda: Consider Approval to Update Districts
Current Tobacco Policies (Action)

Submitting: District Administrator and Bao Xiong (Program
Manager Asian Pacific Islander Partners & Advocates
Countering Tobacco Program (PACT).

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: Amend current tobacco policy with new policy provided by PACT Program Advocates.

Summary/Background: Bao Xiong and her team presented at Octobers Board Meeting. They mentioned that our current tobacco policy is outdated and does not include electronic devices that are currently effecting the youth of the community. They will provide updated signs to use throughout the park as well as an updated policy, which is included in this report. The key changes from our past to present policies will target electronic e-cigs, vaping, and marijuana devices that use heating systems to smoke material.

Prior Board Actions: Adopted policy several years ago to reflect tobacco use during that era.

Attachments: Updated tobacco policy and park signage images.

Recommended motion to be made by Board: Accept proposed signage and new policy.

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



SMOKE AND TOBACCO-FREE CALWA RECREATION AND PARK DISTRICT POLICY

A. PURPOSE

Calwa Recreation and Park District is committed to providing safe and healthy environments. Commercial tobacco use is the leading cause of preventable disease and death in the United States. Smoking, other commercial tobacco use and exposure to second-hand smoke have been found to cause heart disease, cancer, asthma, bronchitis, and other respiratory problems. Electronic smoking devices, more commonly referred to as electronic cigarettes, e-cigarettes, or Juul, often closely resemble and purposefully mimic the act of smoking. They produce an aerosol vapor of undetermined and harmful substances and typically contain nicotine derived from tobacco, which is a highly addictive substance. The use of electronic smoking devices is particularly concerning among youth because of the negative impacts of nicotine on the developing adolescent brain.

Calwa Recreation and Park District believes the use of commercial tobacco products, including electronic smoking devices, on all Calwa Recreation and Park District property, and during Calwa Recreation and Park District gatherings or events, is detrimental to the health and safety of its staff, members, participants, and the community.

The purpose of this policy is to outline Calwa Recreation and Park District policy regarding staff and visitors' smoking and use of commercial tobacco products, including electronic smoking devices.

B. DEFINITIONS

1. **"Event"** means the Calwa Recreation and Park District that is sponsored or operated either totally or in part by Calwa Recreation and Park District "Event" includes activities related to the event set-up and take-down.
2. **"Cannabis"** means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not, the seeds thereof, the resin, whether crude or purified, extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
3. **"Electronic Smoking Device"** means any product that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

4. Calwa Recreation and Park District means all facilities, grounds, offices, or buildings, whether indoor or outdoor, including areas such as sidewalks, walkways, stairwells, driveways, parking lots, loading docks, performance stages, and other areas (including vehicles), owned, leased, rented, contracted, used, or controlled by Calwa Recreation and Park District during or in conjunction with the Calwa Recreation and Park District
5. **“Smoking”** means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco, nicotine, or plant product intended for inhalation, including hookah and marijuana, whether natural or synthetic. **“Smoking”** includes the use of an electronic smoking device.
6. **“Staff”** means any person employed by Calwa Recreation and Park District in a full- or part-time capacity, or any position contracted for or otherwise employed, with direct or indirect monetary wages or profits paid by Calwa Recreation and Park District, or any person working on a volunteer basis during the Calwa Recreation and Park District. The term includes but is not limited to: elected and appointed officials, personnel, contractors, consultants, event facility staff and employees, volunteers, and vendors.
7. **“Tobacco Product”** means any product containing, made, or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, or snuff. **“Tobacco product”** also means any electronic smoking device as defined by this policy, and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine.
8. **“Visitor”** means any person on Calwa Recreation and Park District property who is not staff, including but not limited to, Calwa Recreation and Park District members, participants, guests, event performers and contributors, and invitees of any Calwa Recreation and Park District staff during the Calwa Recreation and Park District.

C. POLICY

1. Smoking, including the use of electronic smoking devices and cannabis, and the use of any other tobacco product, is prohibited at all times in or on all Calwa Recreation and Park District property and any property that is being used for the Calwa Recreation and Park District, including inside private vehicles when they are on Calwa Recreation and Park District property.
2. The sale, distribution, advertising, sponsorship, and promotion of any tobacco products, including electronic smoking devices, or cannabis, is prohibited at all times within and

on Calwa Recreation and Park District property and any property that is being used for the Calwa Recreation and Park District.

3. Smoking, including the use of electronic cigarettes and cannabis, and the use of any other tobacco product by staff is prohibited while staff are on duty, while at Calwa Recreation and Park District
4. No area may be designated for smoking, including the use of electronic smoking devices and cannabis, or any other tobacco use on Calwa Recreation and Park District property or during the Calwa Recreation and Park District

D. DISSEMINATION

Signs stating Calwa Recreation and Park District tobacco and smoke-free are considered the first line of enforcement for this policy. Signs will be clearly posted on the perimeter of the property, at all entrances and exits, and in other prominent places. Calwa Recreation and Park District will also communicate this policy as widely as possible through press releases, website announcements, public service announcements, printed ticket reminders, and event materials and instructions. The policy is the shared responsibility of all staff and visitors, who are encouraged to communicate this policy with courtesy, respect, and diplomacy.

E. CESSATION

All staff and visitors are encouraged to contact The California Smokers' Helpline telephone counseling free of charge at 1-800-NO-BUTTS (1-800-662-8887).

F. COMPLIANCE AND ENFORCEMENT

1. The success of this policy depends on the consideration and cooperation of both tobacco-users and non-users. Enforcement of this policy is a shared responsibility of all staff and visitors.
2. All staff are authorized and encouraged to communicate the terms of this policy and to report any violations of this policy to the Calwa Office located at 4545 E. Church Ave, Fresno, CA 93725.
3. Individuals acting in violation of this policy will be reminded of the policy and asked to comply.
4. Staff found to have violated this policy may be subject to disciplinary action, including verbal or written reprimand, suspension, or termination of any employment or organizational relationship, pursuant to the terms of any employee rules or handbook.
5. Visitors who violate this policy will be informed of the policy and will be asked to leave the property if they refuse to comply.

G. EVALUATION

This policy will be periodically assessed for effectiveness and revised accordingly.

H. STATE AND LOCAL LAWS

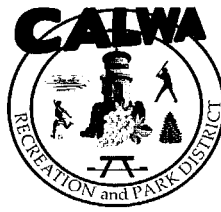
This policy is in addition to any federal, state, and local laws that restrict or otherwise regulate smoking, the use of tobacco products and/or cannabis.

I. EFFECTIVE DATE

This policy shall take effect in full on (DATE) and applies to all Calwa Recreation and Park District events on and after that date.

Name

Date



Attachments for Agenda Item Number: F-3

Consider Approval to Update Districts Current Tobacco Policies (Action)

Current Signage at Calwa Recreation and Park District



Current Calwa Park sign is missing e-smoking devices, and update image on alcohol use.

Updated Signage at Calwa Recreation and Park District

8.00 in



Will be adjusted to include Calwa Logo, Alcohol, and state District Rules within the center portion of the sign.

8.00 in

Size: 8" x 8" | Material: Polystyrene | Quantity: (6)

Description: .040 Polystyrene with direct printed graphics and cut into circles.

Calwa Recreation and Park District

Halloween Expense Report

Event Date: 10/29/2021

Public Attendance: 800 from vehicles 50-75 from walking entrance

Total Est Attendance: 900-1000 public members

Vendor	Expense Items	Totals	Date
Smart and Final	Food Costs	76.61	10/27/2021
Costco	Food Costs and Raffle Prizes	129.03	10/27/2021
Costco	Candy, Heaters, Blankets: Raffle Prizes	172.10	10/25/2021
Smart and Final	Food Costs	212.16	10/25/2021
Target	Candy, Raffle Prizes	160.06	10/25/2021
Dollar General Store	Food Costs	13.95	10/29/2021
Amigos	Food Costs	67.70	10/29/2021
Smart and Final	Food Costs	189.21	10/29/2021

Total Expense: \$1020.82

Total Event Budget Calwa: \$600.00

Total Donations Received: \$700.00

Total Budget: \$1300.00

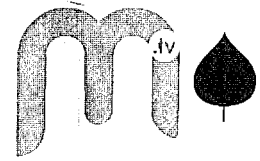
Difference: \$279.18

All purchase receipts are present in District Office, if any questions please feel free to contact our office.

559-267-6867



**FRIDAY
11.19.21**



STARTS AT 4-6PM

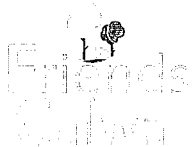


4545 E. CHURCH, FRESNO CA 93725

**PLEASE WEAR A MASK AND REMAIN IN
VEHICLE**

**BENEFITTING THE COMMUNITY OF CALWA,
BUT ALL ARE WELCOME!**

**FIRST COME FIRST SERVE, ONE TURKEY PER HOUSEHOLD AND ONE PER VEHICLE, LIMITED
QUANTITIES**

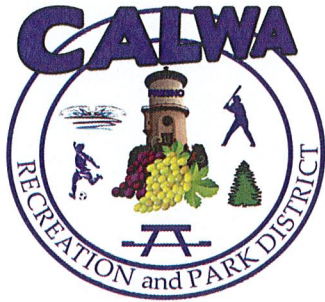


f @calwa rec

QUESTIONS PLEASE CALL 559-264-6867



Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-5

Wording for Agenda: Approved Raises for Current Full Time Office Assistant and Maintenance Supervisor

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 raises

Summary/Background: Current full time staff members have a current hourly rate of \$15.75

Prior Board Actions: NA

Attachments:

Recommended motion to be made by Board:

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

Calwa Recreation and Park District Agenda Item Transmittal

New Employee: DT	Costs to District
Current Hourly Rate: \$18.25 (80)	\$1460.00
Employer Taxes: \$111.69	\$111.69

New Hourly Rate: \$15.75 (80)	\$1,260.00
Employer Taxes: \$60.36	\$109.04

New Employee: EL	Costs to District
Current Hourly Rate: \$18.25 (80)	\$1460.00
Employer Taxes: \$111.69	\$111.69

New Hourly Rate: \$15.75 (80)	\$1,260.00
Employer Taxes: \$96.39	\$96.39

Additional Costs to District for Approved Raises of Two Employees: DT and EL

\$200 per employee/per month: includes two pay periods SALARIES

\$30.60 per employee/per month: includes two pay periods TAXES

Totals: \$230.60/per employee/per month

District can absorb both costs with current savings of \$10,967.32 with projected new costs of raises EST costs: \$11,428.52

Savings of Employee Costs: (Budgeted Salary Costs of \$17,500)-(New Salary Costs \$11,428.52)=\$6,071.48

Current Budgeted Employee and Tax Costs to District

Current Budget for Employees Salaries for month of October 2021	\$17,500.00
Actual Costs for Employee Salaries for Month of October 2021 \$10,967.32	\$10,967.32
Totals Under Budget:	\$6,532.68
Current Budget for Employee Taxes for Month of October 2021	\$2,100.00
Actual Costs for Employee Taxes for Month of October 2021	\$2,808.05

[← Back](#)

Preview for T [Name], D [Date]

Take Home (Net Pay) \$1,314.41

Employee Paystub Preview

Earnings

Regular	\$1,460.00
---------	------------

Gross Pay	\$1,460.00
------------------	-------------------

Taxes

Federal Income Tax	\$16.38
--------------------	---------

Social Security	\$90.52
-----------------	---------

Medicare	\$21.17
----------	---------

California - State Income Tax	\$0.00
-------------------------------	--------

California - State Disability Insurance	\$17.52
---	---------

Total Employee Taxes	\$145.59
-----------------------------	-----------------

Deductions

Total Employee Deductions	\$0.00
----------------------------------	---------------

Net Pay	\$1,314.41
----------------	-------------------

Employer Liabilities

Employer Taxes	\$111.69
----------------	----------

Employer Deductions	
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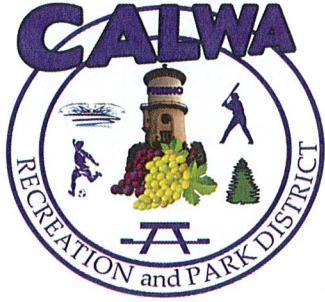
Total Employer Deductions	\$0.00
----------------------------------	---------------

\$111.69

Expenses NOVEMBER	EST	ACT	DIFFERENCE		
			Over	Under	
Audit	0	0			
Bank Fees	\$ -	\$ -	\$ -	\$ -	
Cleaning Supplies	\$ 450.00	\$ -	\$ -	\$ 450.00	
District Counsel	\$ 800.00	\$ 705.00	\$ -	\$ 95.00	
District Board Elections		\$ -	\$ -	\$ -	
Electricity	\$ 2,600.00	\$ 1,389.97	\$ -	\$ 1,210.03	
Electrical Field Lighting Loan	\$ 1,955.72	\$ 1,955.72	\$ -	\$ -	
Equipment Fuel	\$ 90.00	\$ -	\$ -	\$ 90.00	
Event Costs	\$ 600.00	\$ 808.25	\$ 208.25		Donations of \$700
Fresno Co. Service Fees		\$ -	\$ -	\$ -	
Liability Insurance		\$ -	\$ -	\$ -	
Internet	\$ 112.00	\$ 294.39	\$ 182.39	\$ -	New activations on new devices, credits to follow
Landline Phone	\$ 185.00	\$ 215.57	\$ 30.57		Removed international services
Mobile Phone	\$ 123.00	\$ 123.72		\$ 0.72	
Memberships		\$ -	\$ -	\$ -	
Mileage		\$ -	\$ -	\$ -	
Office Equipment (printer lease/services)	\$ 160.00	\$ 224.34	\$ 64.34	\$ -	Printer buyout is paying for extra
Office Supplies	\$ 140.00	\$ 243.71	\$ 103.71		Purchased new clock in device
Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
Recreation Programs	\$ 400.00	\$ 47.33	\$ -	\$ 352.67	
Repairs & Maintance	\$ 4,000.00	\$ 1,443.04	\$ -	\$ 2,556.96	
Security		\$ -	\$ -	\$ -	
Security Monitoring System (Ameriguard)	\$ 52.00	\$ 51.99	\$ -	\$ 0.01	
Technology Services	\$ 105.00	\$ 117.97	\$ 12.97	\$ -	
Trash Disposal	\$ 300.00	\$ 258.26	\$ -	\$ 41.74	
Vehicle Leasing/Financing		\$ -	\$ -	\$ -	
Water	\$ 2,500.00	\$ 4,836.78	\$ 2,336.78	\$ -	Higher cost when compared to FY19/20
Swimming Pool Maintance		\$ -	\$ -	\$ -	
Totals			\$ 2,939.01	\$ 5,797.13	\$ 2,858.12

Employee Cost	EST	ACT	Over	Under	
Employee Salaries	\$ 17,500.00	\$ 10,967.32	\$ -	\$ 6,532.68	
Payroll Taxes	\$ 2,100.00	\$ 2,808.05	\$ 708.05	\$ -	Inquiring about tax percentage with state
Payroll Fees	\$ 160.00	\$ 234.24	\$ 74.24	\$ -	
Director Stipends	\$ 500.00	\$ 704.39	\$ 204.39	\$ -	Late deposits will show up in upcoming months
Workers Compensation	0	\$ -	\$ -	\$ -	
HR Miscellaneous	\$ 100.00	\$ 52.00		\$ 48.00	
Total:	\$ 20,360.00	\$ 14,766.00	\$ 986.68	\$ 6,580.68	\$ 5,594.00

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-6

Wording for Agenda: Discussion on Bizarre Art Festival held on Saturday, January 29, 2021

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)

Department Recommendation: Approve Bizarre Art Festival

Summary/Background: Art Bizarre Festival held by Serena Lujan's event will bring out foot traffic to Calwa Park and the art wall will be highlighted in the news and social media coverage that will help promote and bring in revenue to Calwa Park in the future as well. Contract will contain details that will provide a guideline to ensure a smooth and successful event. District Administrator will also be present at event to ensure that all guidelines are followed.

Prior Board Actions: Previously approved Bizarre Art Festival January 2020.

Attachments: Contract

Recommended motion to be made by Board:

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



AGREEMENT BETWEEN CALWA RECREATION AND SERENA LUJAN
ART BIZARRE FESTIVAL

This Agreement (“Agreement”) is made and entered into this __ day of August 2021, by and between the Calwa Recreation and Park District, a special district (hereinafter called “District”), and Serena Lujan (hereinafter called “Permittee”).

RECITALS

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

AGREEMENT

- 1. Use of Park Location. District gives permission to Permittee, use of Calwa Park for its Art Bizarre Festival (“Art Event”). The Art Event will be held on January 29, 2022 (“Event Day”). The Park shall be available at 7:00 am for set up and 8:00 pm for take down.
- 2. Location and Site Plan. A Site Plan which depicts where activities will take place and is attached hereto as Exhibit “A” and incorporated by reference. Only the areas shown on the Site Plan may be used. The Hall will **not** be used.
- 3. Payment. Permittee shall pay the District as follows:
 - a. Cleaning/Repair Deposit: \$500.00 to be paid 15 days before the event. District will refund deposit minus amounts for cleaning or repairs caused by event.
 - b. Park Rental for the Event Day shall be \$1,500.00. A deposit in the amount of \$500.00 to hold the Event Day shall be received by the District upon execution of this Agreement. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit is received by the District. The balance of \$1,000.00 shall be paid five (5) days before the Event Day.
 - c. If assistance is needed from an employee using District Equipment, \$250.00 per day.

- d. Permittee shall contact Mid Valley Distribution or other qualified and legitimate waste business to order a 10-yard bin for trash pick-up due to event. Documentation proof in the form of payment receipts or invoices must be provided to district 5 days before the event date.

4. Contracts, Permits, and Licenses.

A. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Art Event. All permits and licenses must be submitted to the District Office 5 days before the event.

B. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office ten (10) days before the Event Day.

5. Operation. During the term of this Agreement, Permittee shall manage and operate the Festival Event. The hours of operation shall be 7:00 am until 8:00 pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 1,000 estimated attendees will attend the event.

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

- a. Only the areas shown on the Site Plan will be used. The Hall will not be used for the Art Event.
- b. Only the areas shown on the Site Plan may be used for painting of art. No other areas or structures may be used for painting of art.
- c. Permittee shall obtain and pay for four (4) security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by ten (10) days before the Event Day.
- d. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on Premises.
- e. The contact person must attend a "Walk Through" Inspection of premises with designated District personnel. The walk through must be held before the day of event. The contact person must also attend a Walk-Through inspection of premises after the event.
- f. All restrooms will be closed. It is the responsibility of the Permittee to have six (6) portable bathrooms available for this event.
- g. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, or dangerous conditions.

- h. No canopy or tent which utilizes drilling may be used on the District Parking lots or paved areas.
- i. The Calwa Concession Stand shall be allowed to remain open during the event.
- j. The following contact person shall be present during the entire event:
 - (i) Name: Serena Lujan
 - (ii) Mobile Phone: 209-581-1898
 - (iii) Address: 117 Orange Ave., Modesto, CA 95350
 - (iv) Email Address: rain@bizareartfestival.biz
- k. Any repairs to the Premises shall be made within ten (10) days after the Art Event has been completed.
- l. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.
- m. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Art Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.
- n. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
- o. No vehicles will be allowed on District grass areas, all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Aves.
- p. The only areas that are permitted for applying art will be the "Art Wall" located on the east brick wall of District property.
- q. District is allowed to showcase all art applied to the "Art Wall" on any social media or District website for promotional/marketing purposes.
- r. Water connections will only be located in two locations of District and will be available upon request. One connection is located behind the Concession Stand and second is to be located in central portion of the park

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

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

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

10. Clean Up. The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee.

11. Cancellation. Permittee reserves the right to cancel this Agreement by giving District a written notice ten (10) days prior to the date of the event. The District shall be able to retain the entire Event Deposit.

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

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

14. Assignment. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be null and void and shall never take effect. Nevertheless, upon any such attempted assignment, all fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall inure to the benefit of and bind all successors in interest to the Property.

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

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

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

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

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

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

**CALWA RECREATION AND
PARK DISTRICT**

PERMITEE

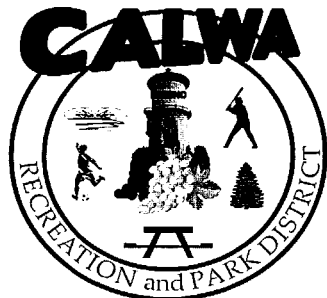
Adam J. Ramos
District Administrator

Serena Lujan

Date: _____

Date: _____

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-7

Wording for Agenda: Approval of Boxing Contract with Elias Blajos Jr. of Velardes Boxing Gym (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 boxing contract with Elias Blajos Jr. of Velardes Boxing Gym.

Summary/Background: Boxing was once a main staple here at Calwa Park and was used by numerous community members in the past as a means to participate in local organized sports. This boxing gym, ran by Elias Blajos, will serve as an opportunity for children to adults to participate in structured, organized physical activity. This partnership, will create not only a chance for the community to engage in a new activity but also bring potential events, showcases, etc...to the District. This agreement will be on a 6-month basis.

Prior Board Actions: NA

Attachments: Elias Blajos Member IDs through USA Boxing,, Example of the Waiver and Release Liability Form, and Agreement.

Recommended motion to be made by Board: Approve proposed agreement and bring back boxing to the District.

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

Elias Blajos - (Member ID 07)

- Member Profile
- Memberships
- Certifications
- Events
- Email Preferences
- Customer History





Name	Elias Blajos	Member ID	07 - Non-Athlete
Address		Member Status	In Progress (Exp. 12/31/2021)
		LBC	CENTRAL CALIFORNIA
<input checked="" type="checkbox"/> Email		Club	VELARDE'S TRAINING CENTER
<input type="checkbox"/> Cell Phone		 Birth Date	
		Gender	M



CURRENT CERTIFICATIONS/BG SCREENING ^

Level/Type	Status	Exp Date
Level 1 Coach	Current	8/11/2021
Background Screening	In Progress	N/A

MEMBERSHIP HISTORY

	Membership Type	Membership Dates	LBC	Club	Status
!   767507	Non-Athlete	1/1/2021 - 12/31/2021	CENTRAL CALIFORNIA	VELARDE'S TRAINING CENTER	In Progress
<p><i>- Your Non-Athlete membership will remain In Progress until you complete SafeSport. This membership will remain In Progress until we verify that you have passed the background screening. You do not have a current SafeSport certification which is a requirement for this membership.</i></p>					
!  767507	Non-Athlete	1/3/2020 - 12/31/2020	CENTRAL CALIFORNIA	- No Club Affiliation -	Lapsed
!  767507	Non-Athlete	5/1/2019 - 12/31/2019	CENTRAL CALIFORNIA	- No Club Affiliation -	Lapsed



SUBSCRIPTIONS

No records found.

(! = This membership was entered by the member themselves.)

Member Card

[Member Card PDF](#)

Elias Blajos	
Member # 07	
DOB	
Gender: M	
Non-Athlete 2021	CENTRAL CALIFORNIA
	VELARDE'S TRAINING CENTER
Safe Sport (Exp:12/31/2021)	
Green Level Coach (Exp:9/10/2023)	
Renewed:1/1/2021	Exp:12/31/2021
 USA BOXING.	


Webpoint


-
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 - [Events](#)
 - [Alumni Association](#)
-

© 2021 USA Boxing

VELARDES

BOXING GYM

WAIVER & RELEASE FROM LIABILITY

I, _____ (participant), hereby waive and release, indemnify, hold harmless and forever discharge Velarde's Boxing & Training Gym and its agents, employees, officers, directors, affiliates, successors, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of actions, lawsuits, damages, and liabilities of every kind of nature, whether known or unknown in law or events or activities conducted by or on the premises or on for the benefit of Velarde's Boxing & Training Gym, provided that this waiver of liability does not apply to any acts of gross negligence or intentional, willful or wrongful misconduct.

I understand that the activities I will participate in are inherently dangerous and may cause pain or grievous injuries including bodily injury, damage to personal property and death. This waiver includes my heirs, assigns, and next of kin. I waive all claims for damages, injuries, and death sustained to me or my property, that I may have against the aforementioned released party to such activity.

By this waiver, I assume, risk and take full responsibility and waive any claims of death or damage to personal property associated with Velarde's Boxing Training & Gym, including and not limited to using the facilities, equipment, boxing ring, weights, lifting activities, or other related activities on and off the premises use said facility.

I have read and understand the text of the waiver and release. I understand and agree that by signing the waiver and release I have given up considerable future legal rights. My signature is proof of my intention to execute a complete and inconsequential waiver and release of all liability to full extent of the law.

In such case that the participant is under the legal age of 18, the parents (or legal guardian) shall sign as proof of intention to execute and release Velarde's Boxing and Training Gym from considerable future legal right as aforementioned.

I, the undersigned, state that I am 18 years of age or older and competent to enter into this agreement.

PARTICIPANT PRINTED NAME: _____ SIGNATURE&DATE: _____ PHONE (MAIN): _____ PHONE (SECONDARY): _____

GUARDIAN (IF APPLICABLE) PRINTED NAME: _____ SIGNATURE&DATE: _____ PHONE (MAIN): _____ PHONE (SECONDARY): _____
--

EMERGENCY INFORMATION MEDICAL CONDITIONS: _____ CURRENT MEDICATIONS: _____ EMERGENCY CONTACT In case of emergency, please contact: Name: _____ Phone: _____ Address: _____ City: _____ State: _____

**CALWA RECREATION & PARK DISTRICT
COMMUNITY CENTER HALL LICENSE AGREEMENT**

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California special district, hereinafter referred to as "District," and exercise instructor, Elias Blajos of Velardes Boxing Gym, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on November 17th, 2021, and continue for 6 months, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 6-month period, Licensee shall provide notice to District thirty (30) days before the 6-month period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall," solely to conduct exercise classes.
 - a. District agrees to keep the temperature inside Hall as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both external restrooms, and one working electrical outlet for use by Licensee in the Hall.
3. **Licensee's Requirements:** Licensee shall:
 - a. Use the Premises to perform physical exercise classes ("Classes") only. Any other use may only be permitted in writing by the District Administrator.
 - b. Conduct classes in the Hall only.
 - c. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
 - d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students.
 - e. Licensee further agrees that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
 - f. Keep accurate enrollment records, including the student's name, contact information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
 - g. Licensee will be responsible for the operations of their classes and District will have no right to

direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.

- h. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
 - i. Licensee shall be respectful to other dance instructors and participants and shall require that participants who are not following District rules are asked to leave the class.
 - j. Substitute instructors shall not be permitted. Only Licensee may conduct classes.
 - k. Licensee shall not assign or sublease this License Agreement to anyone.
 - l. Licensee shall follow all COVID-19 protocols that District has in place.
4. **Dates and Times of Permitted Use:** The classes will be held commencing at 6:30 p.m. and ending at 8:15 p.m., Monday through Thursday, starting on November 17th, 2021. The classes shall only last 1 hour and 45 minutes.
- a. No access will be granted from December 23rd through January 2nd.
 - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
 - c. Licensee shall submit a written schedule or requested change of schedule of classes to District Administrator for approval.
 - d. No classes shall be permitted on the third Tuesday of each month.
 - e. No classes shall be permitted on dates when the Board has special meetings.
 - f. District shall notify Licensee of such special meetings at least five (5) days in advance which will require Licensee to cancel class or, if possible, reschedule as approved by District Administrator.
5. **License Fee:** Licensee shall make payments in the amount of \$11/day use rate, depending the month, typical monthly charges may range from \$160-\$190/month, to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules,

requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.

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

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

- a. Licensee acknowledges that District has advised them that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
 - b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
 - c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.
9. **Restoration:** If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
 10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.
 11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days notice to the other party.
- b. With 5 days notice for failure of Licensee to pay the License Fee by the last day of the month.
- c. With 5 days notice for Licensee' failure to perform any of the terms and conditions of this Agreement.

12. **Notices:** Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.

13. **Attorneys Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

14. **Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

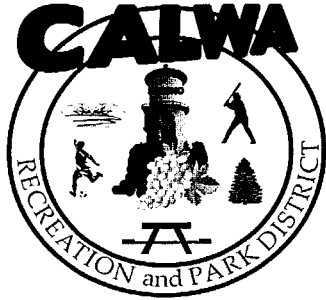
Adam Ramos, District Administrator
Calwa Recreation & Park District

Elias Blajos, Licensee
Boxing Instructor of Velardes Boxing Club]

Date: _____

Date: _____

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F- 8

Wording for Agenda: Consider Approval of Hector Hernandez Men's Adult Soccer League Team to Rent District Fields for Practice and Games (Action)

Submitting: District Administrator and Hector Hernandez

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:

Summary/Background: Hector Hernandez addressed Board at Octobers meeting and requested the District approve use of one soccer field for practices and Saturdays for games. Operates a men's adult soccer team and requests that Calwa Park act as his home team during their normally scheduled league games. Hector has assured that Districts rules and policies will be followed and if not then we can instantaneously terminate agreement-if allowed-and retain deposits.

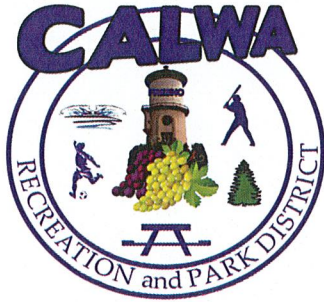
Prior Board Actions: Rejected request due to numerous issues when allowing other adult men's soccer teams to use the Districts facilities.

Attachments: NA

Recommended motion to be made by Board: Deny permission due to previous issues when facilitating men's soccer leagues in the past. District may be liable for physical altercations, public intoxication, public urination, and other complaints from public and Board.

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

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F- 9

Wording for Agenda: Approval of Trial Use of the Soccer Fields for 7v7 501(c)(3) Non-Profit Soccer League: Papi Football Inc. (Action) Presented By: DA and CEO of Papi Football Inc. Luis Torres

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)

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

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

Prior Board Actions: NA

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

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

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



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

ARTS-PB-
501(c)(3)

4209210

FILED
 Secretary of State
 State of California

OCT 31 2018

This Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00

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

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is Papi Fotbol Inc

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box 4465 E Floradora	City (no abbreviations) Fresno	State CA	Zip Code 93703
b. Initial Mailing Address of Corporation, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State CA	Zip Code

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b
 LegalCorp Solutions, Inc

4. Purpose Statement Item 4a: One or both boxes must be checked.
 Item 4b: If "public" purposes is checked in Item 4a, or if you intend to apply for tax-exempt status in California, you must enter the specific purpose in Item 4b.)

a. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: public purposes. charitable purposes.
 b. The specific purpose of this corporation is to provide mini soccer programs for adults.

5. Additional Statements (See Instructions and Filing Tips.)

- a. This corporation is organized and operated exclusively for the purposes set forth in Article 4 hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

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

Signature

Sonia Becerra

Type or Print Name



EIN Assistant

Congratulations! The EIN has been successfully assigned.

EIN Assigned:
Legal Name: **PAPI FOTBOL INC**

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

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. [Continue >>](#)

5. EIN Confirmation

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O2 Sports Insurance 110 E. Broward Blvd., Suite 1700 Fort Lauderdale Florida 33301	CONTACT NAME: Kandace Kalin	
	PHONE (A/C, No, Ext): 855-351-0202	FAX (A/C, No): 855-984-2379
	E-MAIL ADDRESS: kk@o2sportsinsurance.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
 PapiFutbol Infantil
 4465 E. Floradora
 Fresno, CA 93703
 A Member of the Sports, Leisure & Entertainment RPG

COVERAGES

CERTIFICATE NUMBER: W01952743

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000007482900	05/22/2021 12:01 AM EDT	05/22/2022 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000007482900	05/22/2021 12:01 AM EDT	05/22/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007482900	05/22/2021 12:01 AM EDT	05/22/2022 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport(s): Soccer Youth Age(s): 12 and under, 13-15, 16-19

The City of Fresno and its officers, officials, employees, agents and volunteers are included as an additional insured as respects to general liability.

This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent or any other basis. All policy terms and conditions apply. See Attached Additional Remarks Schedule

CERTIFICATE HOLDER

City of Fresno, PARCS and its officers, officials, employees, agents and volunteers
 770 N. San Pablo Avenue
 Fresno, CA 93728
 (Owner/Lessor of Premises)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Scott Paulson

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

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**CALWA RECREATION & PARK DISTRICT
FIELD(S) USE AGREEMENT**

This License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation & Park District, a California special district, hereinafter referred to as "District," and exercise instructor, Luis Torres of Papi Football Inc., hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on November 17th, 2021, and continue for 6 months, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 6-month period, Licensee shall provide notice to District thirty (30) days before the 6-month period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Soccer Fields, hereinafter referred to as "Fields," solely to conduct 7vs7 small-sided soccer games exclusively catering towards children and women.
 - a. District agrees to permit exclusive field use for the two north fields.
 - b. Licensee agrees to accept the fields in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Fields and external restrooms.
3. **Licensee's Requirements:** Licensee shall:
 - a. Use the Premises to perform physical exercise classes ("Classes") only. Any other use may only be permitted in writing by the District Administrator.
 - b. Conduct classes in the Hall only.
 - c. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
 - d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students.
 - e. Licensee further agrees that District shall not at any time be liable for damage to property in or upon the facility, even when left outside dates and times of permitted use.
 - f. Keep accurate enrollment records, including the student's name, contact information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
 - g. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.

- h. Licensee shall use the Fields in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the fields.
 - i. Licensee shall be respectful to other soccer use and participants and shall require that participants who are not following District rules are asked to leave the field.
 - j. Substitute coaches shall not be permitted. Only Licensee may conduct games/practices.
 - k. Licensee shall not assign or sublease this License Agreement to anyone.
 - l. Licensee shall follow all COVID-19 protocols that District has in place.
4. **Dates and Times of Permitted Use:** The games will be commencing at 6:30 p.m. and ending at 8:30 p.m., Monday through Friday and Saturdays from 9-11am, starting on November 17th, 2021. Field use shall only last 2 hours.
- a. No access will be granted from December 23rd through January 2nd.
 - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
 - c. Licensee shall submit a written schedule or requested change of schedule of classes to District Administrator for approval.
 - d. District shall notify Licensee of such special meetings at least five (5) days in advance which will require Licensee to cancel class or, if possible, reschedule as approved by District Administrator.
 - e. No alcohol is allowed while participating in games/practices
 - f. No drug use is allowed while participating in games/practices
 - g. All trash must be cleaned up by Licensee prior to every match
 - h. Responsibility of Licensee to chalk soccer fields for use
 - i.
5. **License Fee:** Licensee shall make payments in the amount of \$300/month, to the District as a license fee for the use of two soccer north Fields, the amount will be due on or before the 1st of every month. Price was reduced due to Licensee and participants being residents of the Calwa Recreation and Park District as well as non-profit status.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules,

requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.

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

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

- a. Licensee acknowledges that District has advised them that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
 - b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
 - c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.
9. **Restoration:** If any damage occurs to the Fields, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
 10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Fields to any party. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time but may not exceed two weeks.
 11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days notice to the other party.

- b. With 5 days notice for failure of Licensee to pay the License Fee by the last day of the month.
- c. With 5 days notice for Licensee' failure to perform any of the terms and conditions of this Agreement.

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13. **Attorneys Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

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

Adam Ramos, District Administrator
Calwa Recreation & Park District

Luis Torres, Licensee
Papi Football Inc. Non-Profit 501(c)

Date: _____

Date: _____

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-10

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: NA

Summary/Background: Prop 68 is progressing with designs and community meetings coming to the final stages. Calwa Park will look completely different come construction. Those dates are attached in the slides provided with this packet. Slideshow is also available on our Facebook Account at CalwaRec.

Prior Board Actions: NA

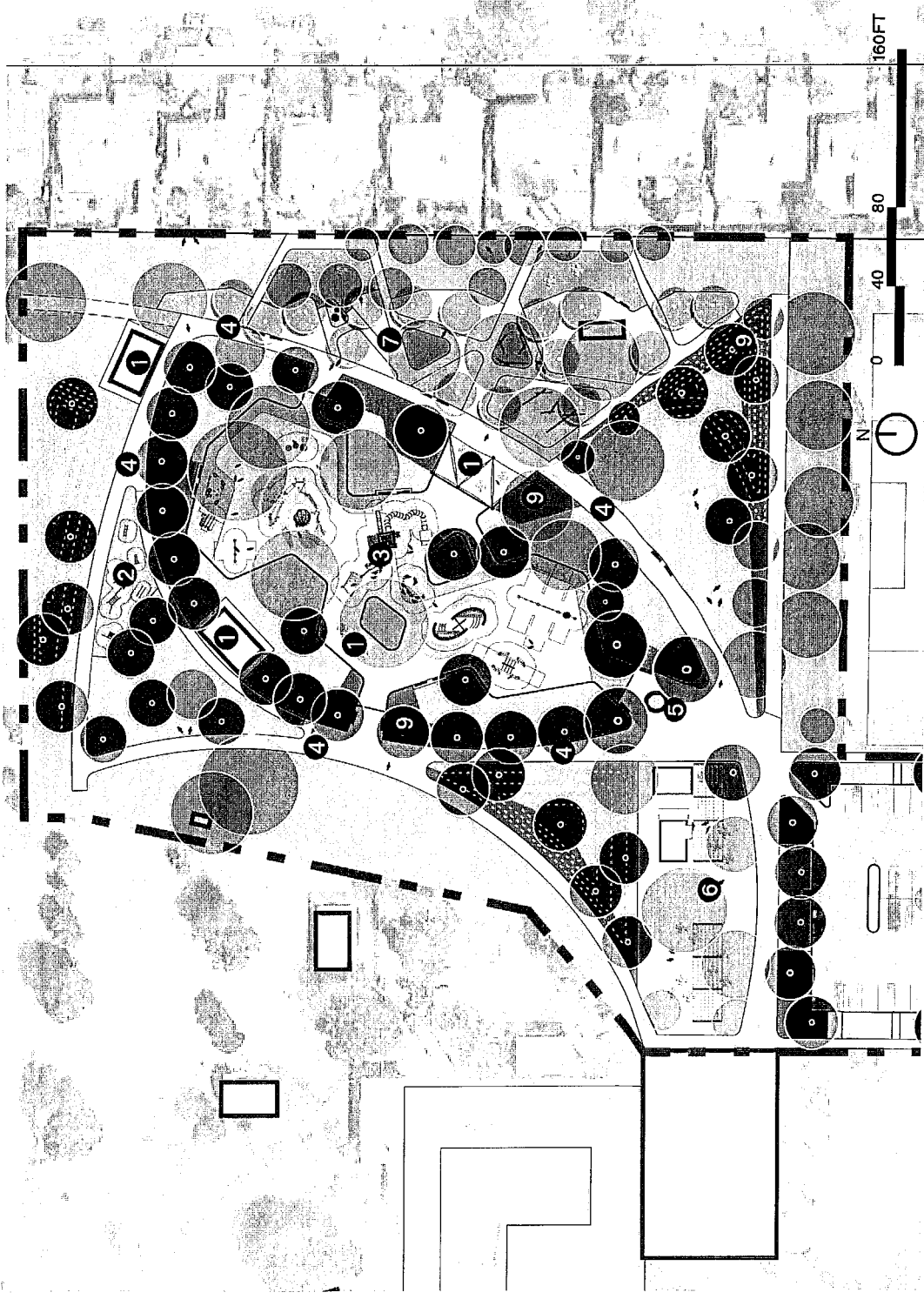
Attachments: PowerPoint Slides from Zoom Community Meeting

Recommended motion to be made by Board:

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

PARK DESIGN UPDATE - NOVEMBER 2021

ACTUALIZACIÓN DEL DISEÑO DEL PARQUE- NOVIEMBRE DEL 2021

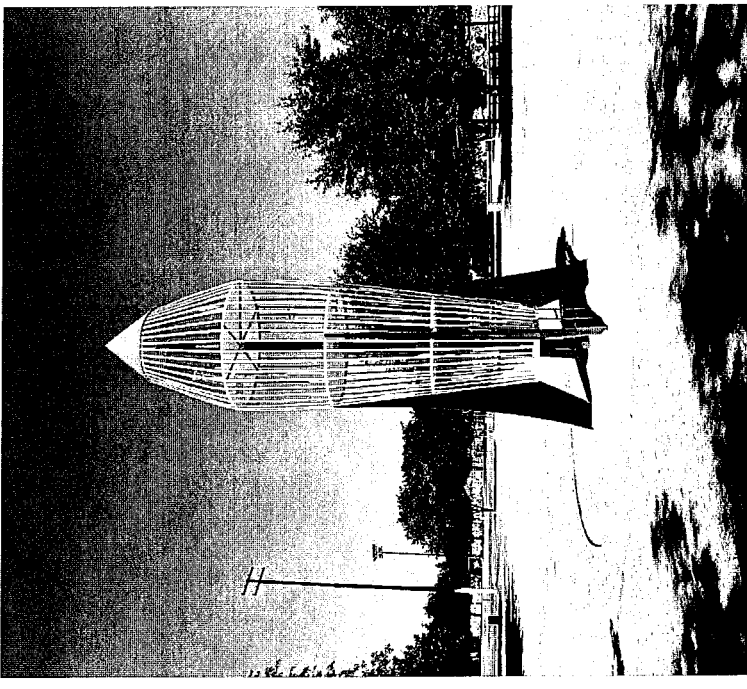


CALWA PARK PLAYGROUND RENOVATION
RENOVACIÓN DEL ÁREA DE JUEGOS DEL PARQUE CALWA

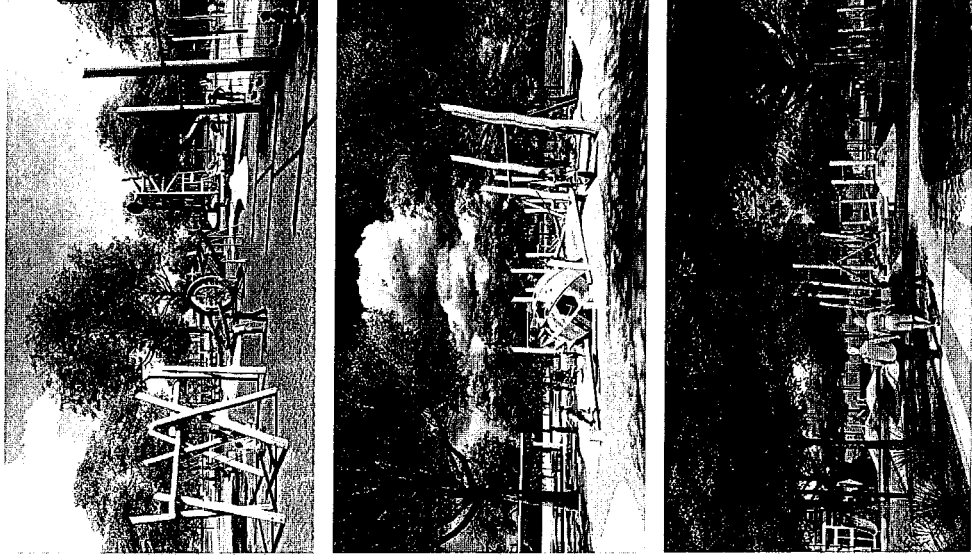
- 1 PICNIC AREAS
- 2 OUTDOOR EXERCISE AREA
- 3 THREE AGE APPROPRIATE PLAYGROUNDS
- 4 WALKING LOOP
- 5 RENOVATE ROCKET; CONCRETE PAVING AND FOG FEATURE
- 6 MARKET PLAZA WITH EXISTING SNACK BAR RENOVATION AND KIOSK SIGN PANEL
- 7 SENSORY AND DROUGHT-TOLERANT DEMONSTRATION GARDEN
- 8 LIGHTING THROUGHOUT
- 9 PLANTING (DROUGHT TOLERANT SOD/TREES, PARKING LOT STORMWATER MANAGEMENT, IRRIGATION)
- 1 ÁREAS DE DÍA DE CAMPO
- 2 ÁREA DE EJERCICIO AL AIRE LIBRE
- 3 ÁREAS DE JUEGO APROPIADAS PARA TRES EDADES
- 4 SENDERO PARA CAMINAR
- 5 RENOVAR COHETE; PAVIMENTOS DE CONCRETO FUNCIÓN DE NEBLINA
- 6 PLAZA DE MERCADO CON RENOVACIÓN EXISTENTE DE BARRA DE APERITIVOS Y RÓTULO DE QUIOSCO
- 7 JARDÍN DEMOSTRATIVO SENSORIAL Y TOLERANTE A LA SEQUÍA
- 8 ILUMINACIÓN EN TODO
- 9 SIEMBRA (CÉSPED TOLERANTE A LA SEQUÍA / ARBOLES, GESTIÓN DE AGUAS PLUVIALES EN ESTACIONAMIENTO, RIEGO)

NEXT STEPS PRÓXIMOS PASOS

- **Final design documentation will be completed by March 2022.**
 - *La documentación del diseño final se completará para marzo del 2022.*
- **Park construction expected to start Summer 2022.**
 - *Se espera que la construcción del parque comience en el verano del 2022.*
- **We are hoping that the new park will be open in the Summer of 2023.**
 - *Tenemos la esperanza de que el nuevo parque esté abierto en el verano del 2023.*



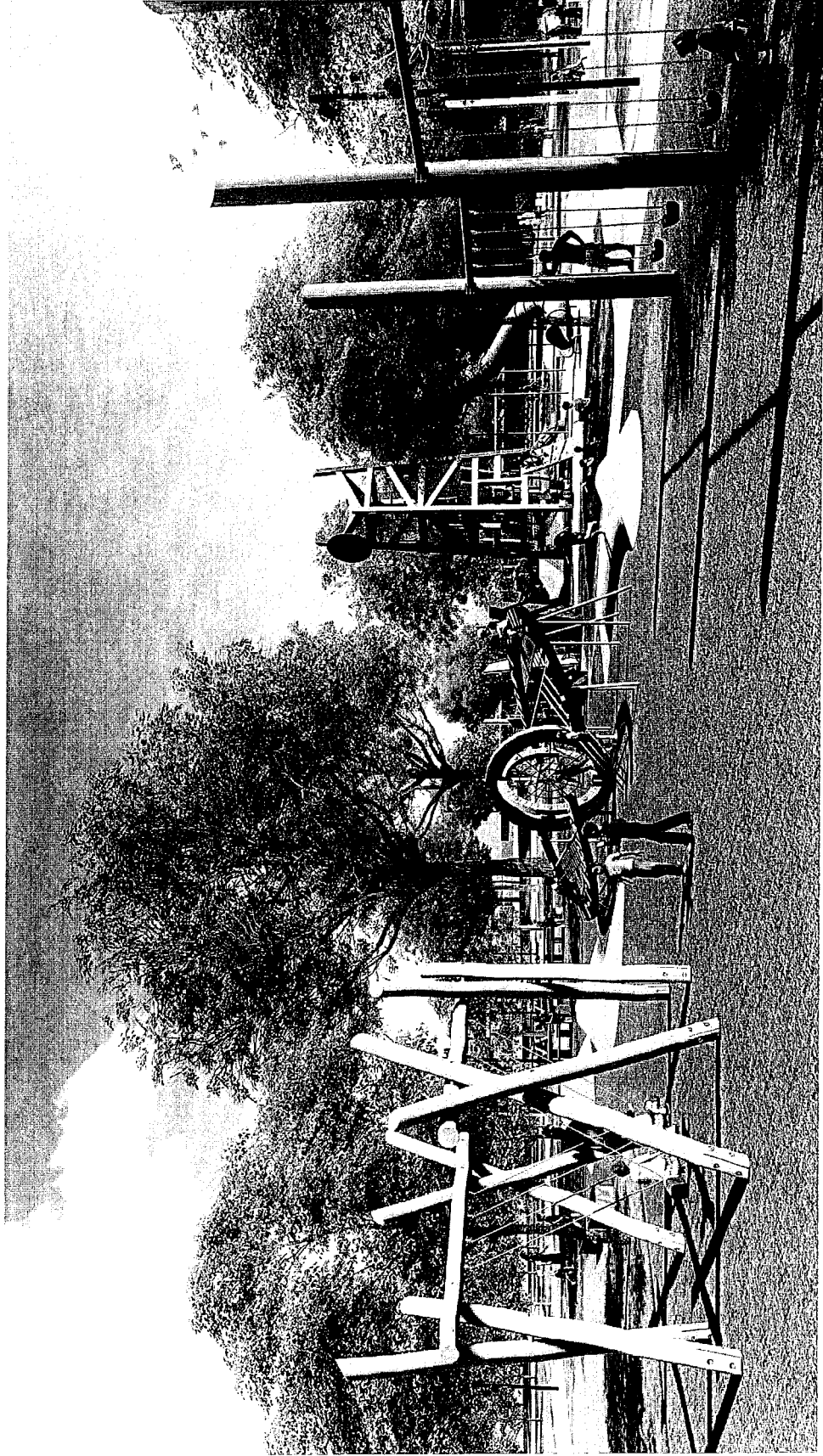
PARK DESIGN UPDATE - NOVEMBER 2021
ACTUALIZACIÓN DEL DISEÑO DEL PARQUE



CALWA PARK PLAYGROUND RENOVATION
RENOVACIÓN DEL ÁREA DE JUEGOS DEL PARQUE CALWA

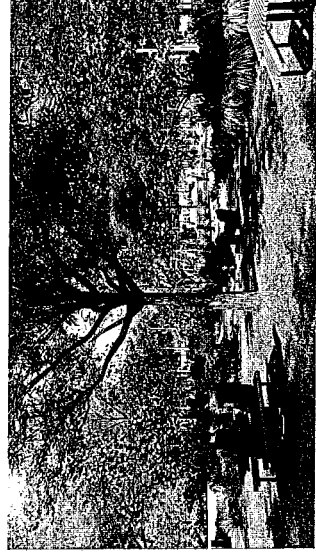
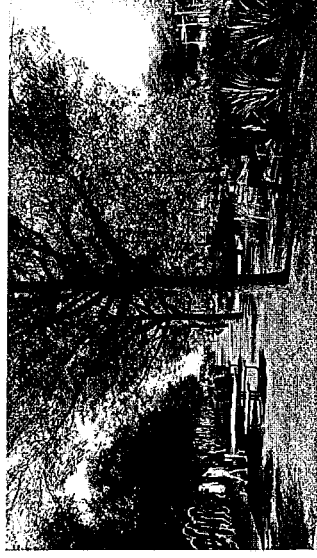
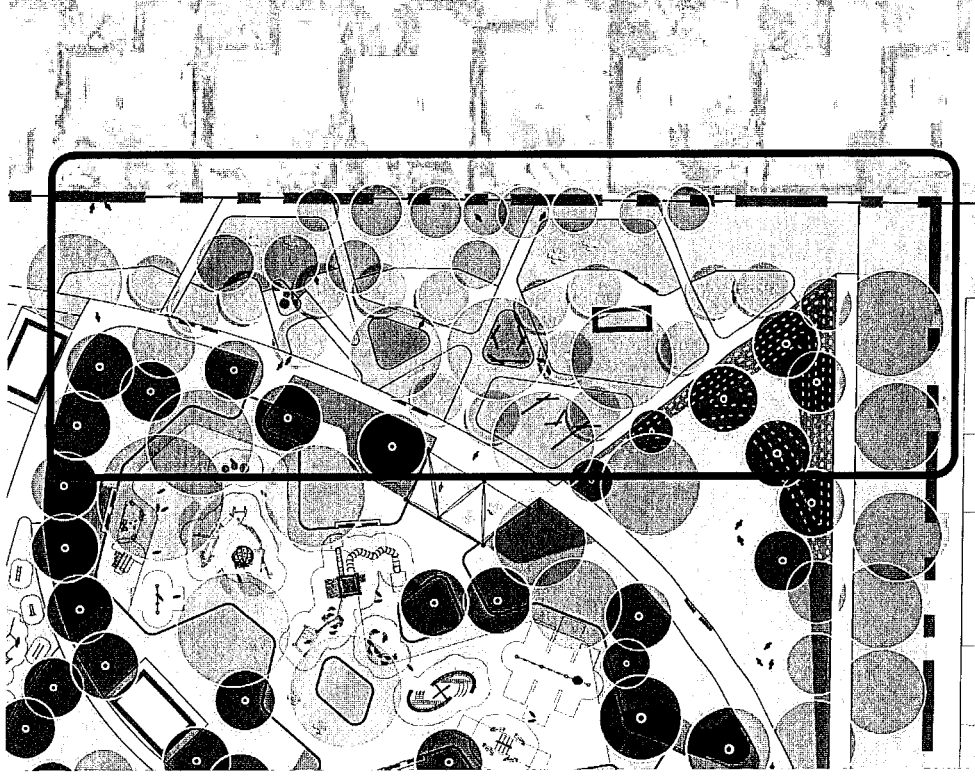
NOVEMBER 2021

PARK DESIGN UPDATE
DISEÑO DEL PARQUE ACTUALIZADO



NEW PLAYGROUND
NUEVO ÁREA DE JUEGOS
CALWA PARK PLAYGROUND RENOVATION
RENOVACIÓN DEL ÁREA DE JUEGOS DEL PARQUE CALWA

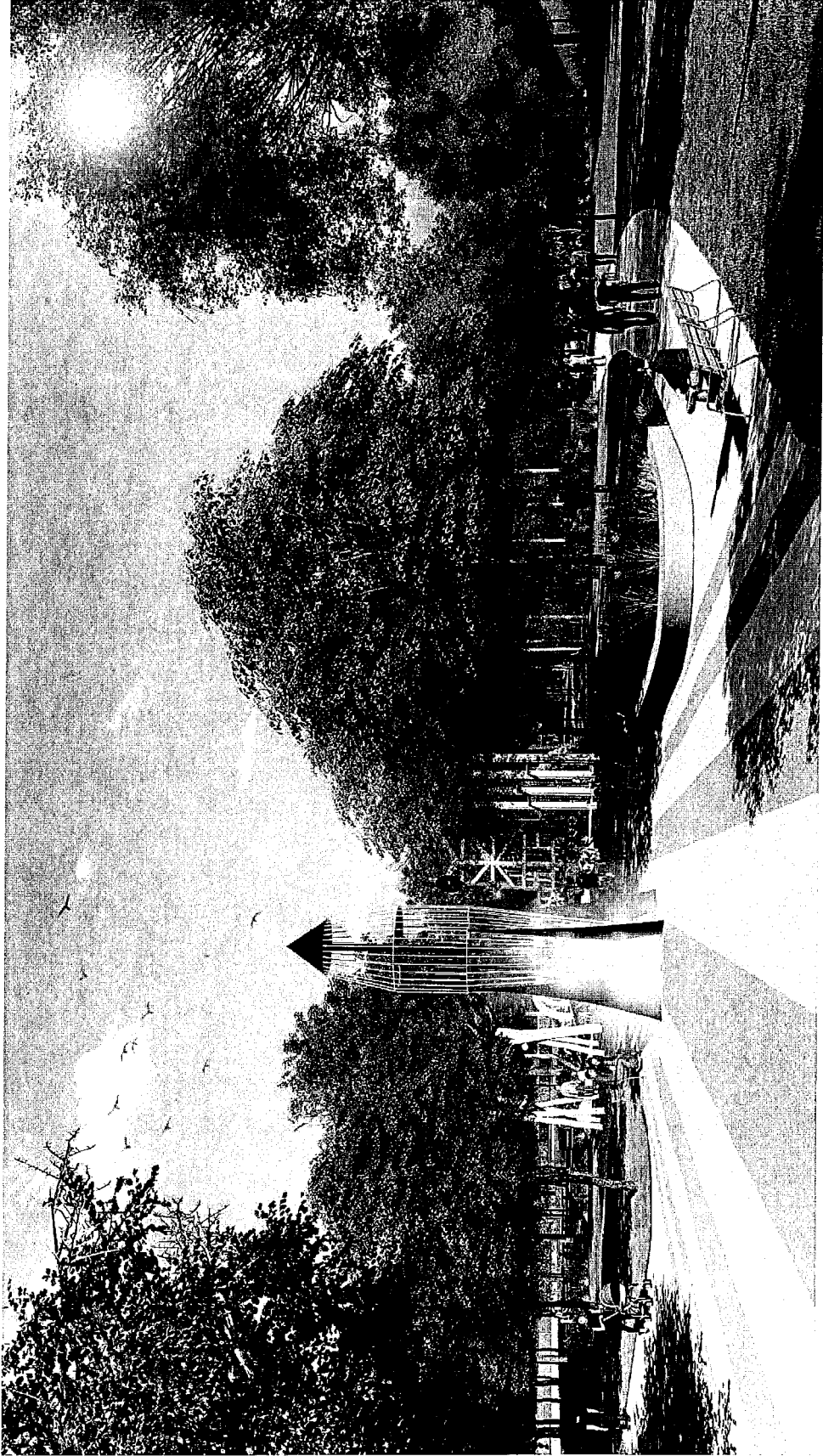
PARK DESIGN UPDATE - NOVEMBER 2021
ACTUALIZACIÓN DEL DISEÑO DEL PARQUE



CALWA PARK PLAYGROUND RENOVATION
RENOVACIÓN DEL ÁREA DE JUEGOS DEL PARQUE CALWA

PARK DESIGN UPDATE

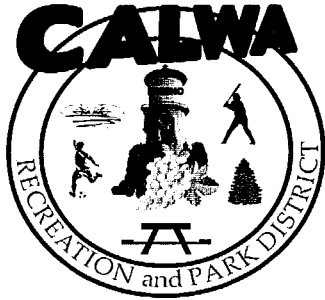
DISEÑO DEL PARQUE ACTUALIZADO



**RELOCATED ROCKET, PLAZA, LAWNS, AND WALKING PATHS
COHETE REUBICADO, PLAZA, CÉSPED, Y SENDEROS PARA CAMINAR**

**CALWA PARK PLAYGROUND RENOVATION
RENOVACIÓN DEL ÁREA DE JUEGOS DEL PARQUE CALWA**

Calwa Recreation and Park District
Agenda Item Transmittal



Meeting Date: November 16, 2021

Agenda Item Number: F-11

Wording for Agenda: Approval of Tenant Blanca Parra of El Dorado Taqueria (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 contract.

Summary/Background: El Dorado has been a very important component to the District. They create foot traffic that brings new people to the park as well as assist in keeping the park maintained. This contract is similar to the ones in the past and since they have been affected by the pandemic, it is suggested to keep the rent at \$500 with PG&E expenses covered by El Dorado as well, District has the set up already in place to separate the two PG&E charges. They are wonderful tenants and fit in what Calwa has in store for the future.

Prior Board Actions: Approved previous contract.

Attachments: Contract.

Recommended motion to be made by Board: Approve contract.

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

RENTAL AGREEMENT

Calwa Recreation and Park District

Tenant Blanca Parra dba El Dorado Taqueria

This Agreement is made this date, November 17th 2021 between Calwa Recreation & Park District (**Landlord**) and Blanca Parra, an individual doing business as El Dorado Taqueria. (**Tenant**)

1. Premises:

The Premises will consist of a snack bar building located north of the parking lot located within the Calwa Recreation & Park District property situated at 4545 E. Church Avenue, Fresno, CA 93725. The Premises together with all other buildings and parking area for the Calwa Recreation and Park District is owned by Landlord.

2. Term:

The term of this Agreement shall be for a term of one (1) calendar year commencing November 17, 2021, (Commencement Date) and continuing thereafter until terminated. In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year excluding the three (3) days of Thanksgiving, Christmas, and New Year.

Upon the Termination Date of this Agreement, Tenant shall surrender the Premises in the same condition as when the Premises were first utilized by the Tenant. Any repairs to any damage to the property while in the possession of Tenant, will be paid by the Tenant to Landlord.

3. Rent:

- a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid in lawful money of the United States of America forwarded to the Landlord at the address specified in this agreement. Rent for the first month commencing on November 17th 2021 will be prorated. Rent shall be \$500 per month.
- b. The District Administrator and Tenant will contact PG&E immediately to have the power and gas connecting to the snack bar be in in Tenant's name.

A payment received after the tenth (10th) day of each month shall be subject to a late charge of ten percent (10%) in addition to the amount due. Returned or dishonored payments shall be subject to a twenty-five (\$25.00) penalty charge and Tenant shall thereafter be required to make all future rent payments in the form of a money order or cashier check.

An additional \$340 will be charged for any event in which Tenant's Taco Truck is used and Tenant will be responsible for any damages by the Taco Truck in its presence on the Calwa

Recreation and Park District property. Taco Truck will not be allowed to park on cement slab by North entrance.

4. **Permitted and Prohibited Uses:**

a. Permitted Uses: Tenant shall use the Premises solely as a Concession Stand for food and beverages and may showcase taco truck during large park events if invited.

b. Prohibited Uses:

(1) Tenant shall not do or permit anything to be done on or about Premises which will materially obstruct or interfere with the rights of visitors or staff of the Calwa Recreation & Park District.

(2) Tenant agrees not to allow the Premises to be used for any unlawful or objectionable purpose nor shall Tenant cause, maintain or permit any nuisance in or about the Premises.

(3) Tenant shall not sell alcoholic beverages, tobacco, cigarettes, e-cigarettes, marijuana or illegal substances.

5. **Ordinances and Statutes:**

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

Tenant will comply with all Fresno Health department requirements in the storage, cleanliness and preparation of their food and will not premises for any other purpose except for the preparation and sale of food and beverages.

6. **Assignment and Subletting:**

Tenant shall not assign this Agreement or sublet the Premises without prior written consent of the Landlord which may be withheld at Landlord's sole and absolute discretion. Any such assignment of subletting without written consent from Landlord shall be void and at the option of the Landlord may terminate this Agreement.

7. **Indemnification:**

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in it business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from an breach or default in the performance or obligation on Tenant's part be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

8. Insurance:

At all times during the term of this Agreement at Tenant's sole cost and expense, Tenant shall obtain and maintain full force an effect public liability insurance with a single limit for personal injury of including bodily injury and property damage of One Million Dollars (\$1,000,000) with an insurance company licensed to do business in the State of California. Such insurance shall name Landlord as additional insured. Tenant shall provide Landlord with a duplicate certificate of insurance effective on the Commencement Date and annually thereafter.

Tenant shall also maintain special property insurance on all equipment in the snack bar during the term of this Agreement.

9. Termination of Agreement: 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 notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

10. Attorney Fees:

In case suit should be brought for recovery of the Premises or for any sum due hereunder or because of any act which may arise out of the possession of the Premises by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

11. Waiver:

No failure of Landlord to enforce any term hereof shall be deemed to be a waiver and one or more waiver of any term of condition of this Agreement by either party shall not be considered by the other party as a waiver of subsequent breach of the same or any other term or condition of this Agreement.

12. Legal Notice:

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified

or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

13. California Law:

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.

14. Heirs, Assigns Successors:

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in Landlord's interest to the parties

15. Entire Agreement:

The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

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

Adam Ramos, District Administrator
Calwa Recreation and Park District

Blanca Parra, Tenant

Date: 11/17/2021

Date: 11/17/2021