

For the Meeting of: 12/13/2022
Agenda Item No.: D-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Minutes of the Regular Meeting held on November 15, 2022.

RECOMMENDATION:

That the Board approve the minutes for date November 15, 2022.

SUMMARY:

Meeting minutes are provided for each regular meeting. Detailed minutes are provided in the agendas with the minutes or notes attached with this report.

REASON FOR RECOMMENDATION:

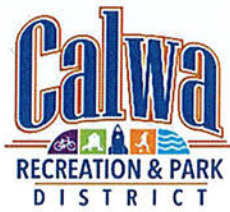
To have monthly agenda minutes certified.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Regular Meeting Minutes for November 15, 2022.



**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

**REGULAR BOARD MEETING
NOTICE AND AGENDA**

November 15, 2022

4545 E. Church Ave, Fresno CA 93725

START TIME: 5:35PM END TIME: 7:29PM

BOARD CHAIRPERSON

Esmeralda Zamora, Chair PRESENT

DISTRICT ADMINISTRATOR

Adam Ramos PRESENT

BOARD VICE CHAIR

Raul Guerra Vice Chair PRESENT

DISTRICT COUNSEL

Hilda Cantú Montoy PRESENT

BOARD MEMBERS

Joseph Perez, Board Member PRESENT

Laura Garcia, Board Member ABSENT

Mary L. Rosales, Board Member PRESENT

THE BOARD OF DIRECTORS HAS RESUMED MEETINGS IN PERSON. Members of the public may attend or the meeting or participate per the Zoom information below. The Board welcomes you to its meetings and encourages you to participate at the meeting or via Zoom. his agenda contains a brief general description of each item that will be considered by the Board. All persons who call in or who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

Time: Nov 15, 2022 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85091190166>

Meeting ID: 850 9119 0166

One tap mobile

+16699006833,,85091190166# US (San Jose)

+14086380968,,85091190166# US (San Jose)

Dial by your location

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+1 719 359 4580 US

Meeting ID: 850 9119 0166

Find your local number: <https://us02web.zoom.us/j/85091190166>

CALL TO ORDER AND ROLL CALL

Esmeralda Zamora-Present
Raul Guerra-Present
Joseph Perez-Present
Mary Rosales-Present
Laura Garcia-Absent

A. INVOCATION AND FLAG SALUTE

Both invocation and flag salute were lead by Director Rosales.

B. APPROVAL OF AGENDA

1st motion: Raul Guerra
2nd motion: Joseph Perez
All in favor vote: 4 yes, 1 abstain, 0 no.

C. PUBLIC COMMENTS

Members of the public who wish to address the Board on an item that is not on the agenda may do so now. Members of the public wishing to address the District on an agenda item may do so when the agenda item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker’s microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

No public members were present in person nor via zoom to request commenting.

D. CONSENT CALENDAR

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be considered separately at the request of any member of the Board or any person in the audience

1. SUBJECT: Minutes of the Special Meeting held on October 18, 2022.
RECOMMENDATION: That the Board approve the minutes.

2. SUBJECT: Bank Account Information (all accounts)
RECOMMENDATION: That the Board accept the report.

3. SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361).

RECOMMENDATION: It is recommended that it adopt Resolution No. 2022-16 Reauthorizing Remote Teleconference Public Meetings by the Board of in Accordance with Assembly Bill 361.

All items were reviewed, and no question were made during the review.

1st motion: Esmeralda Zamora

2nd motion: Mary Rosales

All in favor vote: 4 yes, 1 abstain, 0 no.

E. UNFINISHED BUSINESS

1. SUBJECT: Update on Bids Regarding Hall Flooring Replacement.

RECOMMENDATION: That the Board award contract to 3rd Generation Flooring in the amount of \$23,600.

Flooring was requested to tabled for future discussions. It was suggested that the asbestos treatment would need to be on a separate agreement and be its own separate line item in a future meeting. It was suggested by President Zamoja, that the District start in sections that need the most repairs and seek a number for that small area.

2. SUBJECT: Update on Soccer Complex.

RECOMMENDATION: That the Board receive report on current soccer development project, discuss, and provide direction, if any.

DA updated Board on current status of the grant funding the state approved soccer project. DA stated that a RFP will be provided in the early of 2023 and that's when the state will have a final agreement for the board to approve and then we can move forward with securing a company to construct project. Updates requested. Director Guerra stated that the District should move quicker on starting the projects with money sitting. Legal clarified the term "deed restriction" for board and DA and requested a IFB or invitation for bids. Director Perez commented that this project is more than one project and considered updating the area to be reflective of the new project as a whole. Director Perez stated he would like add other elements such as shading, updating landscape, updating walk ways to project location.

F. NEW BUSINESS

1. SUBJECT: Bizarre Art Festival and Calwa Recreation and Park District Event Partnership.

RECOMMENDATION: That the Board receive report, discuss, and provide direction, if any.

DA discussed potential relationship with Bizare, went over all the details of report. Board stated that it was to short notice to enter a partnership for this event. It would cost District to much financially to take a risk on the potential to earn revenue from a sole source of alcohol sales. Director Rosales stated that presented of a potential partnership should be earlier in the year but she is open to the idea of a partnership with the District and Ms. Lujan. No motions were made to approve partnership.

2. SUBJECT: Approval of Installation of New Hall Sign

RECOMMENDATION: That the Board receive report and approve new sign installation.

DA presented Board with some sign options from Yellow Dog signs. They approved two of the option threes and asked that the indoor sign be one foot larger in diameter from 3' to 4'. Director Perez stated that they are still open to the wood sign for the front of the park.

1st motion: Mary Rosales

2nd motion: Esmeralda Zamora

All in favor vote: 4 yes, 1 abstain, 0 no.

G. DISTRICT ADMINISTRATOR'S REPORT

Informational report on COVID 19, Swimming Pool Project, Prop 68 Project, and other information.

DA went into detail about swimming pool project and the status of that project, stating that the District is in a restart for this project and that after a discussion with the engineer who drafted the blueprints the decision to restart was presented to Board. Board reviewed report and asked for a weekly update on all major projects.

H. Director Communications/Agenda Items

This portion of the meeting is reserved for the Directors (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to initiate new matters and to request updates, (iii) and to initiate new agenda items. Under this section the Board may take action only on items specifically agendized and which meet other requirements for actions.

1. SUBJECT: Request to Change December Regular Board Meeting Date
(Requested By: Director Rosales)

RECOMMENDATION: That the Board receive report and approve date change for December regular board meeting.

1st: Esmeralda Zamora

2nd: Mary Rosales

All in favor vote: 4 yes, 1 abstain, 0 no.

I. CLOSED SESSION
None.

J. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION, IF ANY

K. ADJOURNMENT

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: December 13th, 2022.

Certification of Posting

State of California

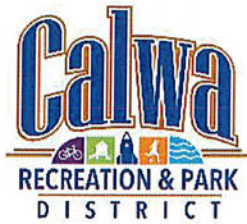
County of Fresno

Calwa Recreation and Park District



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

Adam J. Ramos



For the Meeting of: 12/13/2022
Agenda Item No.: D-2

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Bank Account Information (all accounts)

RECOMMENDATION:

That the Board receive report on District finances for all accounts for the month of November.

SUMMARY:

District maintains three accounts: payroll, revenue, and county. Transparency for all accounts and all transactions are provided in this report.

REASON FOR RECOMMENDATION:

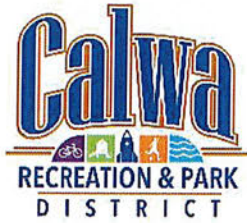
Inform Board on current District finances for all accounts.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- Fresno County Account Document
- Reconciliation of PR and REV Accounts
- Detailed Report of PR and REV Accounts
- Detailed Report of Expenses and Revenue for the Month of November



For the Meeting of: 12/13/2022
Agenda Item No.: D-2

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

Account	Total
Fresno County	\$616,626.96
BOW REV	\$42,784.83
BOW PR	\$18,062.94
RESTRICTED FUNDS (POOL DONATED FUNDS)	-\$93,771.49
TOTALS	\$583,703.24

NOVEMBER	22-Nov
Employee Cost	
Employee Salaries	\$ 15,500.00
	\$ 11,512.55
Payroll Taxes	\$ 1,865.00
	\$ 1,214.30
Payroll Fees	\$ 240.00
	\$ 173.03
Director Stipends	\$ 500.00
	\$ 1,047.71
Workers Compensation	\$ -
	\$ -
HR Services	\$ 100.00
Total Act:	\$ 13,974.59
Total Est:	\$ 18,205.00
DIFFERENCE	\$ 4,257.41
Expenses	
Audit	
	\$ 1,275.00
Cleaning Supplies	\$ 500.00
	0
District Counsel	\$ 800.00
	0
District Board Elections	
Electricity	\$ 2,000.00
	2942.86
Electrical Field Lighting Loan	\$ 1,955.72
	1955.72
Equipment Fuel	\$ 200.00
	25.5
Event Costs	\$ 800.00
	3158.75
Fresno Co. Service Fees	
Liability Insurance	\$ -
Internet	\$185.00
	207.49
Landline Phone	\$ 185.00
	244.3

NOV-22 Income	
District Income	
Zumba Rent	\$ 510.00
Karate Rent	\$150.00
Recycle Rent	\$600.00
Concession Rent	\$600.00
Hall Rentals	\$900.00
Field Rentals	\$500.00
Boxing Rent	\$180.00
Donations	\$2,200
Picnic Rentals	\$ -
TOTALS	\$ 5,640.00

FAVORABLE

\$800 DISTRICT, \$1500 AMIGOS, \$500 CITY OF FRESNO, \$1000 KOC

Mobile Phone	\$ 130.00
	71.36
Memberships	
	16.19
Mileage	\$ -
Office Equipment (printer lease/services)	\$ 145.00
	200.38
Office Supplies	\$ 150.00
	119.69
Professional Development	\$ -
	80
Recreation Programs	\$ 400.00
	0
Repairs & Maintance	\$ 4,000.00
	5051.01
Security	\$ 500.00
	0
Security Monitoring System (Ameriguard)	\$ 52.00
	51.99
Technology Services	\$ 105.00
	117.97
Website/Social Media Protection Services	\$ -
Trash Disposal	\$ 300.00
	272.8
Water	\$ 4,500.00
	3179.23
Swimming Pool Maintanance	\$ 3,000.00
	0
TOTAL EST	\$ 16,907.72
TOTAL ACTUALS	\$ 18,890.24
DIFFERENCE	\$ (1,982.52)

(UNFAVORABLE)

4:31 PM

12/06/22

Calwa Recreation and Park District
Reconciliation Summary
Bank of West NEW REV ...08, Period Ending 11/30/2022

	<u>Nov 30, 22</u>
Beginning Balance	45,191.51
Cleared Transactions	
Checks and Payments - 41 items	-26,591.01
Deposits and Credits - 1 item	5,830.00
Total Cleared Transactions	<u>-20,761.01</u>
Cleared Balance	<u>24,430.50</u>
Register Balance as of 11/30/2022	24,430.50
Ending Balance	24,430.50

Calwa Recreation and Park District
Reconciliation Detail
Bank of West NEW REV Period Ending 11/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						45,191.51
Cleared Transactions						
Checks and Payments - 41 items						
Check	11/02/2022		Quality Sprinkler Re...	X	-1,075.00	-1,075.00
Check	11/02/2022		Mid Valley Disposal	X	-272.80	-1,347.80
Check	11/02/2022		TFS Leasing	X	-146.82	-1,494.62
Check	11/02/2022		Streamline	X	-75.00	-1,569.62
Check	11/02/2022		Amazon	X	-41.16	-1,610.78
Check	11/03/2022		Terminix	X	-66.60	-1,677.38
Check	11/03/2022		Amazon	X	-54.16	-1,731.54
Check	11/07/2022		Ameriguard Security...	X	-51.99	-1,783.53
Check	11/08/2022		Leasedirect Payment	X	-53.56	-1,837.09
Check	11/09/2022		PG and E	X	-2,942.86	-4,779.95
Check	11/09/2022		Cuttone & Mastro	X	-1,275.00	-6,054.95
Check	11/09/2022		Jeff Pfeiffer	X	-550.00	-6,604.95
Check	11/09/2022		The Home Depot	X	-179.23	-6,784.18
Check	11/09/2022		Starlink	X	-110.00	-6,894.18
Check	11/09/2022		Verizon Wireless	X	-71.36	-6,965.54
Check	11/10/2022		Mas Unlimited Inc.	X	-2,294.61	-9,260.15
Check	11/10/2022		Hall Deposit Refund	X	-200.00	-9,460.15
Check	11/14/2022		Deeps Auto Repair	X	-83.08	-9,543.23
Check	11/14/2022		Amazon	X	-32.49	-9,575.72
Check	11/15/2022		Hall Deposit Refund	X	-200.00	-9,775.72
Check	11/16/2022		Lighting Loan-De La...	X	-1,955.72	-11,731.44
Check	11/16/2022		Amazon	X	-43.33	-11,774.77
Check	11/16/2022		Amazon	X	-22.20	-11,796.97
Check	11/18/2022		Target	X	-1,509.67	-13,306.64
Check	11/18/2022		Target	X	-1,490.26	-14,796.90
Check	11/18/2022		AT and T	X	-244.30	-15,041.20
Check	11/18/2022		TJ Food Liquor Gas	X	-25.50	-15,066.70
Deposit	11/21/2022		Payroll Transfer	X	-10,000.00	-25,066.70
Check	11/21/2022		AT and T	X	-97.49	-25,164.19
Check	11/21/2022		Amazon	X	-54.16	-25,218.35
Check	11/22/2022		Employee Reimburs...	X	-158.82	-25,377.17
Check	11/23/2022		Hall Deposit Refund	X	-200.00	-25,577.17
Check	11/23/2022		Amazon	X	-35.53	-25,612.70
Check	11/23/2022		Canva	X	-12.99	-25,625.69
Check	11/28/2022		Costco	X	-406.15	-26,031.84
Check	11/28/2022		SEFCEDA INC.	X	-80.00	-26,111.84
Check	11/28/2022		Zoom Video Commu...	X	-14.99	-26,126.83
Check	11/28/2022		Adobe	X	-14.99	-26,141.82
Check	11/30/2022		Unifirst	X	-233.00	-26,374.82
Check	11/30/2022		Hall Deposit Refund	X	-200.00	-26,574.82
Check	11/30/2022		Amazon	X	-16.19	-26,591.01
Total Checks and Payments					-26,591.01	-26,591.01
Deposits and Credits - 1 item						
Deposit	11/15/2022		CALWA RECREATI...	X	5,830.00	5,830.00
Total Deposits and Credits					5,830.00	5,830.00
Total Cleared Transactions					-20,761.01	-20,761.01
Cleared Balance					-20,761.01	24,430.50
Register Balance as of 11/30/2022					-20,761.01	24,430.50
Ending Balance					-20,761.01	24,430.50

2:01 PM

12/02/22

Calwa Recreation and Park District
Reconciliation Summary
Bank of the West Payroll, Period Ending 11/30/2022

	<u>Nov 30, 22</u>
Beginning Balance	15,059.18
Cleared Transactions	
Checks and Payments - 13 items	-15,898.19
Deposits and Credits - 1 item	10,000.00
Total Cleared Transactions	<u>-5,898.19</u>
Cleared Balance	<u>9,160.99</u>
Register Balance as of 11/30/2022	9,160.99
Ending Balance	9,160.99

Calwa Recreation and Park District
Reconciliation Detail
Bank of the West Payroll, Period Ending 11/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						15,059.18
Cleared Transactions						
Checks and Payments - 13 items						
Check	11/04/2022		ADP	X	-84.03	-84.03
Check	11/07/2022		Raul Guerra	X	-503.48	-587.51
Check	11/08/2022		ADP	X	-4,529.79	-5,117.30
Check	11/08/2022		ADP	X	-1,735.78	-6,853.08
Check	11/10/2022		Saide Alvarado	X	-739.81	-7,592.89
Check	11/14/2022		Ulysses S. Grant	X	-774.89	-8,367.78
Check	11/18/2022		Mary L. Rosales	X	-365.00	-8,732.78
Check	11/18/2022		ADP	X	-89.00	-8,821.78
Check	11/21/2022		Raul Guerra	X	-179.23	-9,001.01
Check	11/22/2022		ADP	X	-4,010.35	-13,011.36
Check	11/22/2022		ADP	X	-1,429.12	-14,440.48
Check	11/25/2022		Saide Alvarado	X	-648.12	-15,088.60
Check	11/28/2022		Ulysses S. Grant	X	-809.59	-15,898.19
Total Checks and Payments					-15,898.19	-15,898.19
Deposits and Credits - 1 item						
Deposit	11/21/2022		Payroll Transfer	X	10,000.00	10,000.00
Total Deposits and Credits					10,000.00	10,000.00
Total Cleared Transactions					-5,898.19	-5,898.19
Cleared Balance					-5,898.19	9,160.99
Register Balance as of 11/30/2022					-5,898.19	9,160.99
Ending Balance					<u>-5,898.19</u>	<u>9,160.99</u>

PeopleSoft
 MONTHLY GENERAL LEDGER TRIAL BALANCE
 Fiscal Year 2023
 Through Period 5

Page No. 1
 Run Date 12/02/2022
 Run Time 13:51:54

Report ID [REDACTED]
 Program: [REDACTED]
 Fund: [REDACTED]
 Calwa Park And Recreation Dist
 Subclass: [REDACTED]
 General Subclass

	Beginning Balance	Year-to-Date	Transaction	Current Balances
	Debit Accts	Debits	Credits	Debits Accts
	Credit Accts			Credit Accts
Cash In Treasury	800,742.87	0.00	184,115.91	616,626.96
Interest Receivable	2,574.21	0.00	2,574.21	0.00
Due To Other Governmental	0.00	0.00	0.00	0.00
Fiduciary Closing	0.00	0.00	0.00	1,619,309.92
Fund Balance - Unassigned	0.00	190,000.00	0.00	2,686,110.33
Suppl-Current Secured	0.00	0.00	0.00	-3,692,103.17
Property Taxes-Curr Unsec	0.00	0.00	2,547.65	2,547.65
Interest	0.00	0.00	575.19	575.19
SUB CLASS TOTAL	803,317.08	190,000.00	190,000.00	616,626.96

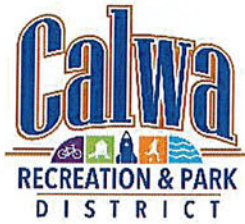
End of Report

Beginning Balance	Year-to-Date Transaction	Current Balances
Debit Accts	Debits	Debits Accts
Credit Accts	Credits	Credit Accts
803,317.08	190,000.00	616,626.96
803,317.08	190,000.00	616,626.96
GRAND TOTALS		

End of Report

Date	Check No.	Description	Memo	Debit	Credit	Balance
11/30/2022		CHECK-HALL DEPOSIT REFUND		-200		\$24,430.50
11/30/2022		POS UNIFIRST CORPORATION 978-658-8888 MA ON 221130 #6024		-233		\$24,630.50
11/30/2022		POS AMAZON PRIME*HZ63D5CX2 AMZN.COM/BILL WA ON 221130 #6024		-16.19		\$24,863.50
11/28/2022		CHECK-PROFESSIONAL DEVELOPMENT		-80		\$24,879.69
11/28/2022		POS ZOOM.US 888-799-9666 SAN JOSE CA ON 221127 #6024		-14.99		\$24,959.69
11/28/2022		POS ADOBE *ACROPRO SUBS 4085366000 CA ON 221127 #6024		-14.99		\$24,974.68
11/28/2022		POS 317267 COSTCO WHSE #00 FRESNO CA ##6024		-406.15		\$24,989.67
11/23/2022		CHECK-HALL DEPOSIT REFUND		-200		\$25,395.82
11/23/2022		POS 882391 AMAZON.COM*HW8 SEATTLE WA ##6024		-35.53		\$25,595.82
11/23/2022		POS CANVA* 103613-1749373 CAMDEN DE ON 221123 #6024		-12.99		\$25,631.35
11/22/2022		CHECK-EE REIMBURSEMENT		-158.82		\$25,644.34
11/21/2022		XFER TRANSFER TO CHECKING 97005854 - IN PERSON		-10000		\$25,803.16
11/21/2022		POS ATT* BILL PAYMENT 8003310500 TX ON 221121 #6024		-97.49		\$35,803.16
11/21/2022		POS 960561 AMAZON.COM*H11 SEATTLE WA ##6024		-54.16		\$35,900.65
11/18/2022		POS 014481 TARGET T- 695 W H Clovis CA ##6024		-1509.67		\$35,954.81
11/18/2022		POS 414480 TARGET T- 695 W H Clovis CA ##6024		-1490.26		\$37,464.48
11/18/2022		POS 939129 T J FOOD LIQUO FRESNO CA ##6024		-25.5		\$38,954.74
11/16/2022		POS ATT*CONS PHONE PMT 800-288-2020 TX ON 221118 #6024		-244.3		\$38,980.24
11/16/2022		DIRECTDEBIT LEASE DIRECT WEB PAY 111622 77761622 CCD		-1955.72		\$39,224.54
11/16/2022		POS 528351 AMAZON.COM*HBS SEATTLE WA ##6024		-43.33		\$41,180.26
11/16/2022		POS 314141 AMAZON.COM*H17 SEATTLE WA ##6024		-22.2		\$41,223.59
11/15/2022		CHECK-HALL DEPOSIT REFUND		-200		\$41,245.79
11/15/2022		DEP			5830	\$41,445.79
11/14/2022		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE		-25		\$35,615.79
11/14/2022		POS 191164 AMAZON.COM*HB2 SEATTLE WA ##6024		-32.49		\$35,640.79
11/14/2022		POS DEEPS AUTO REPAIR FRESNO CA ON 221111 #6024		-83.08		\$35,673.28
11/14/2022		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE			25	\$35,756.36
11/10/2022		CHECK-FENCING REPAIR MAS UNLIMITED	MT AND R	-2294.61		\$35,731.36
11/10/2022		CHECK-HALL DEPOSIT REFUND		-200		\$38,025.97
11/9/2022		DIRECTDEBIT PACIFIC GAS & EL ONLINE PMT 110922 CKF503215666POS WEB S		-2942.86		\$38,225.97
11/9/2022		DIRECTDEBIT CUTTONE & MASTRO ONLINE PMT 110922 CKF503215666POS WEB S		-1275		\$41,168.83
11/9/2022		DIRECTDEBIT JEFF PEIFFER ONLINE PMT 110922 CKF503215666POS WEB S		-550		\$42,443.83
11/9/2022		DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 110922 CKF503215666POS WEB S		-179.23		\$42,993.83

11/9/2022	DIRECTDEBIT VERIZON ONLINE PMT 110922 CKF503215666POS WEB S		-71.36	\$43,173.06
11/9/2022	POS STARLINK INTERNET HAWTHORNE CA ON 221109 #6024		-110	\$43,244.42
11/8/2022	DIRECTDEBIT LEASE DIRECT WEB PAY 110822 77911577 CCD		-53.56	\$43,354.42
11/7/2022	POS AMERIGUARD SEC. SYSTEM FRESNO CA ON 221106 #6024		-51.99	\$43,407.98
11/3/2022	DIRECTDEBIT TERMINIX CHECKS 110222 221102000002 PPD S		-66.6	\$43,459.97
11/3/2022	POS 002366 AMAZON.COM*H09 SEATTLE WA ##6024		-54.16	\$43,526.57
11/2/2022	DIRECTDEBIT MIDVALLEY DISP REFUSE SVC 110222 15675500 CCD		-272.8	\$43,580.73
11/2/2022	DIRECTDEBIT LEASE DIRECT WEB PAY 110222 77844019 CCD		-146.82	\$43,853.53
11/2/2022	DIRECTDEBIT GETSTREAMLINE.CO GETSTREAML 110222 ST-R2G0P2H6B7D8 CCD		-75	\$44,000.35
11/2/2022	CHECK-QUALITY SPRINKLER SYSTEM REPAIR	MT AND R	-1075	\$44,075.35
11/2/2022	POS 097745 AMAZON.COM*H09 SEATTLE WA ##6024		-41.16	\$45,150.35



For the Meeting of: 12/13/2022
Agenda Item No.: D-3

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361).

RECOMMENDATION:

It is recommended that it adopt Resolution No. 2022-17 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors in accordance with Assembly Bill 361.

SUMMARY:

REASON FOR RECOMMENDATION:

Permits District to continue to use teleconferencing during board meetings.

FISCAL IMPACT:

Fiscal impact is the cost to use teleconferencing technology at \$14.99 per month. These services are budgeted through FY 22-23.

Attachments:

- Resolution No. 2022-17.

RESOLUTION NO. 2022 - 17

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on December 17, 2022, the Board approved Resolution No. 2022-17 authorizing remote teleconference meetings in accordance with AB 361; and

WHEREAS, the Board wishes to reaffirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361 for an additional thirty days.

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

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

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

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

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

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

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

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

Section 8. This Resolution shall take effect upon adoption and shall be effective for thirty days.

(certification on next page)

CERTIFICATION

The foregoing Resolution No. 2022-17 was adopted at a regular meeting on December 17, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

Secretary of the Board of Directors



For the Meeting of: 12/13/2022
Agenda Item No.: E-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Six Month Financial Evaluation of District Finances for Fiscal Year 2022-2023.

RECOMMENDATION:

That the Board receive the report, discuss, and provide direction, if needed.

SUMMARY:

REASON FOR RECOMMENDATION:

Review the fiscal activity of the Districts accounts in accordance with the approved FY 22/23 Budget.

FISCAL IMPACT:

No fiscal impact.

Attachments:

- Spreadsheet Monthly Activity
- Cost Report
- Revenue Report

Calwa Recreation and Park District

Profit & Loss

12/08/22

July 1 through December 1, 2022

Accrual Basis

	Jul 1 - Dec 1, 22
Ordinary Income/Expense	
Income	
Donation	8,000.00
Refund Returns (District returns purchased items from vendors and vendors refunds account)	437.37
Park Income (Income recieved from Park Rentals)	
Karate Rent (Rent Income from Karate Vendor)	450.00
Art Wall (When artist rent out spaces on the art wall)	20.00
Boxing Rent	360.00
Contract Reimbursement	750.00
Events	1,500.00
Field Rentals	180.00
Hall Rentals	3,275.00
Picnic Rental	170.00
Rent Payments	4,950.00
Zumba	1,650.00
Park Income (Income recieved from Park Rentals) - Other	3,950.00
Total Park Income (Income recieved from Park Rentals)	17,255.00
The County of Fresno	
Intrst Receivable	2,382.07
unassigned funds	-190,000.00
Suppl-Current Secured	2,547.65
Property Taxes-current Uns	192.14
Property Taxes-Curr Unsec	575.19
Interest	187.04
Total The County of Fresno	-184,115.91
Total Income	-158,423.54
Gross Profit	-158,423.54
Expense	
Social Media Security	2,739.00
Lighting Loan	9,778.60
Reconciliation Discrepancies (Discrepancies between bank statements and company records)	721.97
Refund (Overpayments on accounts)	3,165.62
Property Liability 20/21 (SDRMA insurance payments)	16,121.54
Audit	1,275.00
Cleaning supplies	1,474.28
Director stipends	2,301.94
District counsel	3,855.00
District Payroll Taxes	18,415.14
Electricity	17,127.60
Employee Salaries	72,880.23
Equipment Fuel	479.59
Event Costs	10,223.40
HR miscellaneous	350.80
Internet	1,849.72
Landline Phone	1,227.91
Liability insurance	1,223.81
Memberships	48.57
Mobile Phone	406.07
Office Equipment	825.58
Office Supply	548.22
Payroll Fees	949.09
Professional Development	880.66
Recreation Programs	775.84
Repairs and Maintenance	15,303.36
Security Monitoring System	259.95
Technology Service	606.04
Trash Disposal	1,364.00

3:32 PM

12/08/22

Accrual Basis

Calwa Recreation and Park District

Profit & Loss

July 1 through December 1, 2022

	Jul 1 - Dec 1, 22
Water	18,024.14
Workers Compensation	22,955.00
Total Expense	228,157.67
Net Ordinary Income	-386,581.21
Net Income	<u>-386,581.21</u>

Calwa Recreation and Park District

Trial Balance

As of December 1, 2022

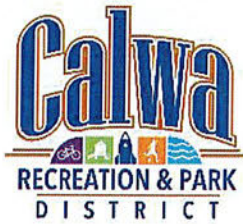
12/08/22

Accrual Basis

	Dec 1, 22	
	Debit	Credit
Bank of West NEW REV ...08	24,430.50	
Bank of The West Revenue	0.00	
Bank of the West Payroll	9,160.99	
Bank of the West Pool Account	0.00	
Fresno County BANK Account	426,626.96	
Accounts Receivable	0.00	
Grant Receivable	0.00	
Prepaid Insurance	0.00	
Other Recievables	2,574.21	
Pool	162,768.78	
Fixed Assets	0.00	
Fixed Assets:Land	90,000.00	
Fixed Assets:Buildings and Structures	1,006,398.66	
Fixed Assets:Field Equipment	186,785.01	
Fixed Assets:Accumulated Depreciation		870,136.19
Accounts Payable		7,636.35
ADP	0.00	
Office Depot Credit Card	0.00	
Accrued Interest		297.17
Accrued Payroll		3,783.24
Note Payable-De Lage Landen		129,023.65
Notepayable-KS State Bank	0.00	
Notepayable-John Deere	0.00	
Equity:Fund Balance	0.00	
Unrestricted Net Assets		1,284,449.72
Donation		8,000.00
Refund Returns		437.37
Park Income		3,950.00
Park Income:Karate Rent		450.00
Park Income:Art Wall		20.00
Park Income:Boxing Rent		360.00
Park Income:Contract Reimbursement		750.00
Park Income:Events		1,500.00
Park Income:Field Rentals		180.00
Park Income:Hall Rentals		3,275.00
Park Income:Picnic Rental		170.00
Park Income:Rent Payments		4,950.00
Park Income:Zumba		1,650.00
The County of Fresno [REDACTED] ntrst Receivable		2,382.07
The County of Fresno [REDACTED] unassigned funds	190,000.00	
The County of Fresno [REDACTED] Suppl-Current Secured		2,547.65
The County of Fresno [REDACTED] Property Taxes-current Uns		192.14
The County of Fresno [REDACTED] Property Taxes-Curr Unsec		575.19
The County of Fresno [REDACTED] Interest		187.04
Social Media Security	2,739.00	
Lighting Loan	9,778.60	
Reconciliation Discrepancies	721.97	
Refund	3,165.62	
Property Liability 20/21	16,121.54	
Audit	1,275.00	
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Director stipends	2,301.94	
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Electricity	17,127.60	
Employee Salaries	72,880.23	
Equipment Fuel	479.59	
Event Costs	10,223.40	
HR miscellaneous	350.80	
Internet	1,849.72	
Landline Phone	1,227.91	
Liability insurance	1,223.81	
Memberships	48.57	
Mobile Phone	406.07	

Calwa Recreation and Park District
Trial Balance
As of December 1, 2022

	Dec 1, 22	
	Debit	Credit
Office Equipment	825.58	
Office Supply	548.22	
Payroll Fees	949.09	
Professional Development	880.66	
Recreation Programs	775.84	
Repairs and Maintenance	15,303.36	
Security Monitoring System	259.95	
Technology Service	606.04	
Trash Disposal	1,364.00	
Water	18,024.14	
Workers Compensation	22,955.00	
TOTAL	<u>2,326,902.78</u>	<u>2,326,902.78</u>



For the Meeting of: 12/13/2022

Agenda Item No.: F-1

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Approval of Park Event Rental Agreement with Serena Lujan for Bizare Art Festival.

RECOMMENDATION:

That the Board receive report, discuss, and approve park event rental agreement with Serena Lujan for Bizare Art Festival.

SUMMARY:

Serena Lujan who has coordinated, operated, and supervised her Bizarre Art Festival at the District for nine years has provided documentation for the use of Calwa Park for her tenth annual "Biz Art Festival 2023". She currently has a deposit to reserve the date of January 28, 2023. This is the standard agreement that was used and approved for her event in early 2022. She hosted over 500 patrons and several food and market vendors as well as over 80 artists. Her event continues to be a great showcase for the graffiti art community in Fresno.

In the language of the agreement, it is very similar to last years if not exact. This includes: 4 security guards, no alcohol, no smoking of any kind including: vapes, cigarettes, tobacco products, illicit drugs, and marijuana. Ms. Lujan must also provide 10-yard bin, children must be accompanied by adult, 6 portable restrooms, and other items detailed in the contract.

For full details please see attached "Biz Art Fest 2023" proposal document.

REASON FOR RECOMMENDATION:

To continue the parks participation in the art community and remain the host of a respected and successful art event.

FISCAL IMPACT:

- The fee for the rental.

Attachments:

- Bizare Art Fest 2023 Agreement.



AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND SERENA LUJAN

BIZARE ART FESTIVAL

This Agreement (“Agreement”) is made and entered into this 13th day of December 2022, 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 a Bizarre Art Festival in the past and is interested in holding a special event regarding the 2023 Bizare Art Festival on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the Bizarre Art Festival at Calwa Park, also referenced as “Premises.”

AGREEMENT

1. Use of Park Location. District gives permission to Permittee for use of Calwa Park for its Bizare Art Festival (“Art Event”). The Art Event will be held on January 28, 2023 (“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 30 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 \$1,250.00. 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 \$500.00 shall be paid five (5) days before the Event Day.

c. If assistance is needed from an employee using District Equipment, a cost of \$250.00 per day will be implemented and deducted from deposit.

d. Permittee shall contact Mid- Valley n 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 14 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 (10) 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 fourteen (14) 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. Event hours shall be 11:00 am to 6:00pm. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 1000 attendees (estimate) 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. Permittee shall obtain and pay for 4 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office fourteen (14) days before the Event Day.

c. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in deduction from deposit.

d. 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 walk-through inspection of premises after the event.

e. All restrooms will be closed. It is the responsibility of the Permittee to have 6 portable bathrooms available for this event. (Requirements may change based upon new estimates of attendees.)

f. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.

g. No canopy or tent which utilizes drilling may be used on the District Parking lots or paved areas.

h. The Calwa Concession Stand shall be allowed to remain open during the event.

i. The following contact person shall be present during the entire event:

(i) Name: Serena Lujan

(ii) Mobile Phone: [REDACTED]

(iii) Address: [REDACTED]

(iv) Email Address: [REDACTED]

j. Any repairs to the Premises shall be made within ten (10) days after the Art Event has been completed.

k. 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.

l. 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.

m. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.

n. 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.

o. The only areas that are permitted for applying art will be the "Art Wall" located on the east brick wall of District property.

p. District is allowed to showcase all art applied to the "Art Wall" on any social media or District website for promotional/marketing purposes.

q. Water connections will only be in two locations of District and will be available upon request. One may be located behind the restaurant and second one located in central portion of the park.

r. Attendees who are aged 18 and under must be accompanied by an adult.

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, 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 Bizare Art Event including set up and persons or damages to property related to the operation of the Bizare Art Event including set up and take down activities pursuant to this Agreement. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured.

9. 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. District Staff will not be permitted to assist in clean-up unless payment of \$225 was received.

11. Cancellation. Permittee reserves the right to cancel this Agreement by giving District a written notice fourteen (14) 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 related, 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 fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure 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 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 © 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, Californian, 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 purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on 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**

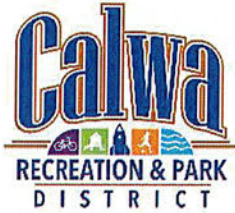
PERMITEE

Adam J. Ramos
District Administrator

Serena Lujan

Date: _____

Date: _____



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Adam J. Ramos, District Administrator

SUBJECT: Approve Current District Vendor Agreements with Elias Blajos, Maria Del Carmen Parra Bucio, Erika Lopez, Cruz Delgado, Johana Espinoza, and Blanca Parra with Efren Sanchez.

RECOMMENDATION:

That the Board receive report and approve all contracts with District Vendors: Elias Blajos, Maria Del Carmen Parra Bucio, Erika Lopez, Cruz Delgado, Johana Espinoza, and Blanca Parra with Efren Sanchez.

SUMMARY:

District hosts several individuals, organizations, businesses, and volunteers who provide a service to the community. We currently are contracted with Elias Blajos, Maria Del Carmen Parra Bucio, Erika Lopez, Cruz Delgado, Johana Espinoza, and Blanca Parra with Efren Sanchez with all of their contracts expiring in the end of October. On Agenda Item No. F-2 from the Regular November Board meeting stated that the District would need to increase rental fees for all vendors for the 2023 year. After meetings with all vendors, the agreements were created and updated to reflect new language regarding safety monitoring systems, cleanliness, and reflecting the Districts mission of inclusion and equality. All vendors agreed to new terms and price points with Erika Lopez and Johana Espinoza seeking decreased rents due to the days that the District hosts Regular or Special Board meetings. The DA reviewed the request and applied a \$8 discount per month.

The new charge chart can be found in the F-2 Agenda Item No in the Regular November Board Meeting.

FISCAL IMPACT

Estimated revenue for rent per month with new charges is estimated at \$2,376.00.

ATTACHMENTS:

- Blanca Parra and Efran Sanchez-El Dorado Taqueria Agreement
- Maria Del Carmen Parra Bucio- Calwa Recycling Agreement
- Erika Lopez-Zumba Agreement
- Johana Espinoza-Zumba Agreement
- Elias Blajos-Boxing Agreement



RENTAL AGREEMENT

Calwa Recreation and Park District

Tenants Blanca Parra and Efren Sanchez- El Dorado Taqueria

This Agreement is made this date, December 1, 2022 between Calwa Recreation & Park District (**Landlord**) and Blanca Parra and Efren Sanchez, an individual(s) 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 1, 2022, (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 Christmas (12/25/22) and New Year (01/01/23).

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 shall be \$675.00 per month.
- b. Electricity and natural gas charges will be applied to Tenant and provided through Pacific Gas and Electric (PG&E). Those charges will be provided by the Landlord with a statement and invoice upon receiving statement from PG&E monthly. Electricity and gas charges will be due in accordance with the statement due date. Due to PG&E's inability to separate the gas line charges for the space, \$525 will be included in the monthly rent to cover the charges of the electricity and natural gas.

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 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 any green space.

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 its 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 a breach or default in the performance or obligation on Tenant's part to 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 and 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 and 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.

SIGNATURES ON NEXT PAGE

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

CALWA RECREATION AND PARK District

Adam Ramos, District Administrator

Date: -----

EL DORADO TAQUERIA Y BOTANA

Efren Sanchez

Date: -----

Blanca Parra

Date: -----



RENTAL AGREEMENT

Calwa Recreation and Park District

Tenant-Calwa Recycling: Maria Del Carmen Parra Bucio

This Agreement is made this date, November 1st 2022 between Calwa Recreation & Park District (**Landlord**) and Maria Del Carmen Parra Bucio, an individual(s) doing business as Calwa Recycling. (**Tenant**)

1. Premises:

The Premises will consist of a structure located along Barton Avenue 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 1st, 2022, (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, Monday through Friday commencing at 8:00am and ending at 9:00pm, excluding the three (3) days of Thanksgiving (11/25/22), Christmas (12/25/22), and New Year (01/01/23).

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 shall be \$700.00 per month.
- b. Electricity and natural gas charges will be applied to Tenant and provided through Pacific Gas and Electric (PG&E). Those charges will be provided by the Landlord with a statement and invoice upon receiving statement from PG&E monthly. Electricity and gas charges will be due in accordance with the statement due date.

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.

4. Permitted and Prohibited Uses:

- a. Permitted Uses: Tenant shall use the Premises solely as a Recycling Center.
- 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.
 - (4) Tenant is responsible for all staff employed through Calwa Recycling.

5. Tenet Requirements

- a. Shall install security cameras inside of the structure. Proof of operation must be provided to District Administrator and camera(s) operation will be inspected monthly by District Administrator.
- b. Shall update outdoor marketing signage.
- c. Shall keep the area 20 feet north and the area 20 feet south of the property clean of all trash associated with the business.
- d. Shall follow all labor laws in accordance with the State of California.
- e. Shall not make any permanent alterations to the recycle center without the written approval from the District Administrator.
- f. Shall be responsible for any regular maintenance or repairs. Any damages caused by the negligence of the tenet or tenet staff, hold tenet financially responsible for repair expenses.

6. 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.

7. 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.

8. Indemnification:

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its 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 a breach or default in the performance or obligation on Tenant's part to 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 claim 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.

9. Insurance:

At all times during the term of this Agreement at Tenant's sole cost and expense, Tenant shall obtain and maintain full force and effect public liability insurance with a single limit for personal injury 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. California Law:

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

15. 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

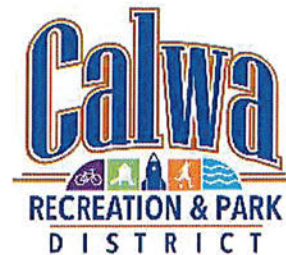
16. Entire Agreement:

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
Landlord

Maria Parra,
Calwa Recycling
Tenet





CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

This Community Center Hall License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation and Park District, a California Special District, hereinafter referred to as "District", and Erika Lopez, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This agreement shall commence on December 1, 2022, and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall," solely to conduct a Zumba dance program.
 - a. District agrees to keep the temperature inside the hall extension as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit one promotional sign with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

- a. Use the premises to operate a Zumba Dance Program only. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the hall only. Licensee must ensure that participants are restricted to the areas of the Hall where classes are held.

- 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 agrees to provide internet services connections and equipment required for classes, including stereo and speakers.
- f. Licensee further agrees that District shall not at any time be liable for damage, theft, or vandalism to property in or upon the facility, even when outside dates and times of permitted use.
- g. Keep accurate enrollment records, including the students name, contact information (i.e. address, phone numbers, email address, etc.) and attendance records; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
- h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.
- i. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
- j. Licensee shall be respectful to other instructors, participants, and members of the public using the Hall during shared times and shall require that participants who are not following District rules are asked to leave the class.
- k. Substitute instructors shall not be permitted. Only Licensee may conduct classes and designated Licensee staff.
- l. Shall create a positive, welcoming environment for all community members.
- m. Shall not assign or sublease this License Agreement to anyone.
- n. Shall follow all COVID-19 protocols that District has in place.
- o. Shall not allow or participant in the selling or distribution of any services or products .

- 4. State Law Requirements for Fingerprinting:** Because Licensee may provide services to minors, Compliance with Public Resource Code, Section 5164 and to the extent the Licensee and or his/her employees, designated Licensee staff, or volunteers shall have supervisory or disciplinary authority over any minor under the age of 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:
- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.
 - b. Evidence of compliance shall be presented to District before this Agreement is signed by District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
 - c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.
 - d. Failure of the Licensee to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.
- 5. Dates and Times of Permitted Use:** The classes will be held commencing at 7:30 pm and ending at 8:30 pm on Monday-Friday, except as noted in subsections a to f below. The classes shall only last (1 hour).
- a. No access shall be granted on: December 24, 2022 and January 31, 2023.
 - 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.
6. **License Fee:** License shall make payments in the amount of \$241.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month.
 7. **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.
 8. **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. This includes obtaining any required licenses or permits.
 9. **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 for 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.

10. 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.

11. 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 by may not exceed two weeks.

12. 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 Licensee 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.

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

14. 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.

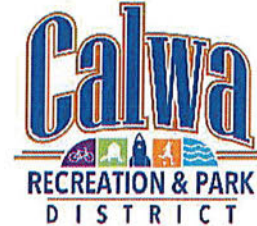
15. Venue: Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

Adam J. Ramos
District Administrator
Calwa Recreation and Park District

Date: _____



Erika Lopez
Owner/Operator
Zumba Instructor Class II

Date: _____



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 Elias Blajos, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Community Center Hall License Agreement shall commence on December 1, 2022, and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall-Extension, hereinafter referred to as "Hall Ext," solely to conduct a boxing sport program.
 - a. District agrees to keep the temperature inside the hall extension 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. District will allow the use of a number of portable air conditioning units and fans that may be provided by Licensee and storage will be permitted of that equipment in the hall.
 - b. Licensee agrees to accept the Hall and Hall Ext in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and Hall Ext. and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit two promotional signs with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

- a. Use the premises to organize a Boxing Club program for youth between the ages of 5 and 18 only. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the Hall Ext. only. Licensee must ensure that participants are restricted to the areas of the Hall where classes are held.
- c. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall Ext. 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 ensure effective instruction and safety of all students.

- e. Licensee agrees to provide internet services connections and equipment required for classes, including stereo and speakers.
- f. Licensee further agrees that District shall not at any time be liable for damage, theft, or vandalism to property in or upon the facility, even when outside dates and times of permitted use.
- g. Keep accurate enrollment records, including the students name, contact information (i.e. address, phone numbers, email address, etc.) and attendance records; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
- h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.
- i. Licensee shall use the Hall and Hall Ext. in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
- j. Licensee shall be respectful to other instructors and participants using the Hall during shared times and shall require that participants who are not following District rules are asked to leave the class.
- k. .
- l. Shall follow all COVID-19 protocols that District has in place.
- m. Shall keep updated documentation of USA Boxing Certification.

4. State Law Requirements for Fingerprinting:

Compliance with Public Resource Code, Section 5164: Because Licensee will provide classes to minors and to the extent the Licensee and or substitute instructors or volunteers shall have supervisory or disciplinary authority over any minor under the age of 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.
- b. Evidence of compliance shall be presented to District before this Agreement is signed by District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing

said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.

- d. Failure of the Licensee to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.

5. Dates and Times of Permitted Use: The classes will be held commencing at 6:00pm and ending at 8:30pm, Monday through Thursday, starting on December 1, 2022. The classes shall only last (2.5 hours).

- a. No access shall be granted on December 24th, December 25th, and January 1st.
- 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.

6. License Fee: License shall make payments in the amount of \$250.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month.

7. 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.

8. 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.

9. 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 and Hall Ext. 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 for 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.

10. Restoration: If any damage occurs to the Hall, Hall Ext, 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.

11. 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. Note in particular, the requirements of Section 4 must be met by any substitute instructor. 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.

12. 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 Licensee 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.

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

14. 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.

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

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

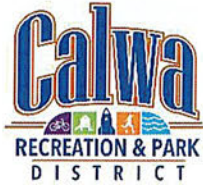
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

Adam J. Ramos
District Administrator
Calwa Recreation and Park District

Date: _____

Elias Blajos
2436 S. Barton
Fresno CA 93726
Owner/Operator
Calwa Boxing Club





CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

This Community Center Hall License Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the Calwa Recreation and Park District, a California Special District, hereinafter referred to as "District" and Johana Espinoza, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This agreement shall commence on December 1, 2022, and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall" solely to conduct a Zumba dance program.
 - a. District agrees to keep the temperature inside the hall extension as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit one promotional sign with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

- a. Use the premises to operate a Zumba Dance Program only. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the hall only. Licensee must ensure that participants are restricted to the areas of the Hall where classes are held.
- 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 agrees to provide internet services connections and equipment required for classes, including stereo and speakers.
 - f. Licensee further agrees that District shall not at any time be liable for damage, theft, or vandalism to property in or upon the facility, even when outside dates and times of permitted use.
 - g. Keep accurate enrollment records, including the students name, contact information (i.e. address, phone numbers, email address, etc.) and attendance records; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
 - h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.
 - i. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
 - j. Licensee shall be respectful to other instructors, participants, and members of the public using the Hall during shared times and shall require that participants who are not following District rules are asked to leave the class.
 - k. Substitute instructors shall not be permitted. Only Licensee may conduct classes and designated Licensee staff.
 - l. Shall create a positive, welcoming environment for all community members.
 - m. Shall not assign or sublease this License Agreement to anyone.
 - n. Shall follow all COVID-19 protocols that District has in place.
 - o. Shall not allow or participant in the selling or distribution of any services or products.
4. **State Law Requirements for Fingerprinting:** Because Licensee may provide services to minors, Compliance with Public Resource Code, Section 5164 and to the extent the Licensee and or his/her employees, designated Licensee staff, or

volunteers shall have supervisory or disciplinary authority over any minor under the age of 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.
- b. Evidence of compliance shall be presented to District before this Agreement is signed by District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.
- d. Failure of the Licensee to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.

5. Dates and Times of Permitted Use: The classes will be held commencing at 10:00 am and ending at 11:00 am Monday-Friday and a second class commencing at 6:30 pm and ending at 7:30 pm on Monday-Thursday except as noted in subsections a to f below. The classes shall only last (1 hour).

- a. No access shall be granted on: December 24, 2022 and January 31, 2023.
- 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.

No classes shall be permitted on dates when the Board has Special Meetings. 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.

6. **License Fee:** License shall make payments in the amount of \$250.00 for the first morning class and an additional \$110 for the second evening class monthly 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.
7. **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.
8. **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. This includes obtaining any required licenses or permits.
9. **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 for 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.
- 10. 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.
- 11. 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 by may not exceed two weeks.
- 12. 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 Licensee 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.
- 13. Notices:** Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.
- 14. 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.
- 15. Venue:** Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

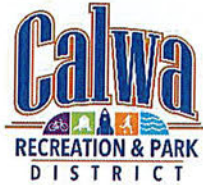
Adam J. Ramos
District Administrator
Calwa Recreation and Park District

Date: _____

Johana Espinoza
Owner/Operator
Zumba Instructor Class I

Date: _____





CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

This Community Center Hall 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 Cruz Delgado, hereinafter referred to as "Licensee."

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This agreement shall commence on December 1, 2022 and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall," solely to conduct a boxing sport program.
 - a. District agrees to keep the temperature inside the hall extension as low as 78 degrees Fahrenheit in the summer and as high as 68 degrees Fahrenheit in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit two promotional signs with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

- a. Use the premises to operate a karate program only for youth between the ages of __ and __. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the hall only. Licensee must ensure that participants are restricted to the areas of the Hall where classes are held.
- 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 agrees to provide internet services connections and equipment required for classes, including stereo and speakers.

- f. Licensee further agrees that District shall not at any time be liable for damage, theft, or vandalism to property in or upon the facility, even when outside dates and times of permitted use.
- g. Keep accurate enrollment records, including the students name, contact information (i.e. address, phone numbers, email address, etc.) and attendance records; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
- h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.
- i. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
- j. Licensee shall be respectful to other instructors and participants using the hall during shared times and shall require that participants who are not following District rules are asked to leave the class.
- k. Shall follow all COVID-19 protocols that District has in place.

4. State Law Requirements for Fingerprinting:

Compliance with Public Resource Code, Section 5164: Because Licensee will provide classes to minors and to the extent the Licensee and or his/her substitute instructors or volunteers shall have supervisory or disciplinary authority over any minor under the age of 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

- a. Compliance with Public Resources Code, Section 5164, namely, undergo a criminal background check before conducting any classes on District premises.
- b. Evidence of compliance shall be presented to District before this Agreement is signed by District, for the instructor and all current employees. Additionally, evidence of compliance under the subparagraph shall be presented to District during the Agreement Term for each new employee of the Licensee before said new employee commences performing under this Agreement.
- c. "Evidence of Compliance" under the terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Licensee shall present to the District each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the District shall conduct a criminal background investigation of the Licensee or any of his/her employees performing hereunder. The Licensee shall pay to the District all costs the District incurs in performing said background investigation. Said payment shall be tendered to the District prior to the instructor or any of his/her employees commencing performance hereunder.

- d. Failure of the Licensee to comply with provisions of this paragraph shall be grounds for termination of this Agreement by the District.

5. Dates and Times of Permitted Use: The classes will be held commencing at 5:30pm and ending at 6:30pm on Wednesday and 10:30am-11:30am Saturday, starting on December 1, 2022. The classes shall only last (1 hour).

- a. No access shall be granted on: December 24, 2022, December 25, 2022 and January 1, 2023.
- 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.

6. License Fee: License shall make payments in the amount of \$150.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month.

7. 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.

8. 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.

9. 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 for 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.

10. 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.

11. 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. Note in particular, the requirements of Section 4 must be met by any substitute instructor. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time by may not exceed two weeks.

12. 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 Licensee 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.

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

14. 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.

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

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

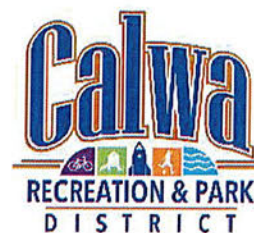
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

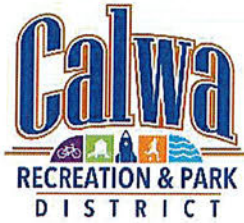
Adam J. Ramos
District Administrator
Calwa Recreation and Park District

Date: _____

Cruz Delgado
Owner/Operator
IKK-DO SISTEMA KOFUJA-DO

Date: _____





For the Meeting of: 12/13/2022

Agenda Item No.: F-3

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Approve End of Year Employee Christmas Celebration Fund Request.

RECOMMENDATION:

That the Board receive the report and approve requested funds in the amount of \$400.00.

SUMMARY:

The District does not have a formal end of the year holiday celebration to showcase Employee of the Year or other milestones hit during throughout the year. It is important that the District show its appreciation for those who help keep the District operational at a high level for the community to enjoy. In the previous years that the current DA has been employed as the DA, he has used funds collected through recycling the cans and plastics collected by staff and other sources to fund a holiday dinner at a local small-scale restaurant. This year the need to formally request funds for the staff and dinner is a must as the budget from the recyclables will not be enough to fund this dinner. DA is seeking the funds for cover the cost for the dinner of the three full time employees and three part time employees, and an employee of the year plaque.

DA is seeking funds of \$400.00 to cover the cost of the dinner and employee of the year plaque and will not exceed the requested amount.

REASON FOR RECOMMENDATION:

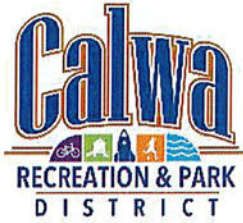
Permits District to continue to use teleconferencing during board meetings.

FISCAL IMPACT:

Will use budget from the Professional Development fund OR can also use funds from donated Director Stipends for the last two meetings.

Attachments:

- Flyer for Christmas Party.



For the Meeting of: 12/13/2022
Agenda Item No.: G

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

TO: Board of Directors

FROM: District Administrator, Adam Ramos

SUBJECT: Informational Report on COVID-19, Swimming Pool Project, Prop 68 Project, Fencing Repairs, and other information.

RECOMMENDATION:

That the Board receive report on District Administrator's Report.

SUMMARY:

District Administrator's report will consist of updates regarding COVID-19, Swimming Pool Project, Prop 68 Project, and fencing repairs plus other relevant information.

REASON FOR RECOMMENDATION:

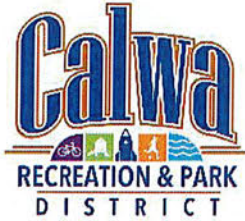
Inform Board on updates regarding COVID-19, Swimming Pool, Prop 68, and Fencing Repairs.

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments:

- DA Report

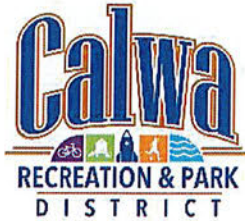


CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

POOL UPDATE

- DA was informed by the original drafting engineer that structural changes were needed to the blueprints in order for the City to sign off on the plans for permitting. The alterations to the blueprints that are needed are the construction of the restrooms and showers with pool access. This is a requirement and were not drafted to code on the previous plans. The first thing we would need to do is seek services from an architect to come to the park and review the location of the proposed restrooms. The proposed restrooms have been out of service for years but are potentially usable for the new pool- the architect will determine this. Once they draft the location of the restrooms, that report will be sent to the drafting engineer so they can update those blueprints to code. Architect quotes are currently being sought by DA.
- We also need to check the current status of the pool as it sits today. This means that we would need to bring out a company to test the steel, plastering, plumbing, pvc piping system, and the structural integrity of the pool. If the current condition is determined "good" then we can continue to complete the pool as it currently is if it is determined that the condition is "bad" then those repairs may need to take place.
- Once the plans are updated, we can apply for permitting and begin to seek quotes for the work needed to complete the pool which is where the RFP will come into place. The RFP can not be fully generated until we have the specifications on what exactly we are seeking proposals for. RFPs can be created for a single trade or can be an blanket RFP and describes exactly what is needed for a General Contractor to seek the bids.
- All of the documentation and previous permits are no longer associated with the District, this project is starting from the beginning: structural designs of pool and restrooms needed, creation or edits to designs or blueprints, taking those prints to the City of Fresno and County of Fresno for review, after plans reviewed apply for permitting, review for permitting, if permitting approved then we can submit RFPs for contractors. This is the typical process; the other option is bringing in a consultant on the project and having them organize the process from start to finish. This itself would take an RFP to describe the work that is needed along with a drafted agreement.

Overall, the pool project is starting from the beginning.



For the Meeting of: 12/13/2022

Agenda Item No.: G

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

PROP 68

- Current Status: all permitting is almost acquired, awaiting resolution on Flood Control amount, once amount adjusted and paid, bidding can take place in late December 2022 early 2023.

COVID 19

- Board continue to monitor state, federal, and local guidelines.

FENCING REPAIRS

- Rescheduled Barton Ave repair due to weather and will start on 12/10/22.

PARK EVENTS

- Christmas Toy Giveaway: District is currently partnering with the Toys for Tots program and are currently registrations. We are also partnering with Binational Central CA to assist with registration and distribution the day of the distribution event. Families will register through our teams at the park during the registration period which will be from 11/14/22-11/18/22. The deadline for the Toys for Tots program is limited and their rules are strict. We will not be taking registration through phone. Event date will be a Sunday 12/18/22.
- Christmas Activity: 12/9/22 families will be given the opportunity to register for a "make your own Christmas Tree" event. Our staff will assist in the creation of a families and child's personalized Christmas tree. This cost will be covered by our budget line for Recreation Programs of \$400 and we are expecting the cost of the event not to exceed \$250.00

OTHER

- Central Valley Flag Football completed their Football Camp on 12/3/22, unfortunately due to the weather Darnell stated that he did set up the camp and skill drills for children to show up to participate. He wanted to host the camp rain or shine and did have a handful of children show up. They went as far as they can with the camp then it was decided that the rain was to much and they canceled the camp earlier than expected. Darnell suggested that he would like to host another camp at another date here at the Park.
- Southeast Fresno Youth Soccer League has completed all of their games and make up games and their contract has been completed; they will reach out in the new year for another agreement for their Spring/Summer season.



For the Meeting of: 12/13/2022

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CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

ELECTRICAL

- Electrical work was completed on 12/2/22 to diagnose/troubleshoot the entire park electrical system including the field lights, center of the park lighting, and hall systems. Corrections are needed for the fixtures of the field lights so a lift is needed for the electrician to look at the issues in the field light posts and fixtures. The work completed was repairs on the field lighting generator located in the back of the park inside the large fence structure. The issues we had were lightings going out, poles not having running power to them so they wouldn't turn on any of the lights at the top of the posts, parking lot lights out, the lighting fixture to the concession stand that will help light up the swing set area plus other issues. They will also install some additional lighting for areas of low light.