

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Consultant Agreement Ratification

ATTACHMENTS: Agreement
Purchasing Policy

RECOMMENDATION:

The Board is being asked to consider ratifying the District Administrator's action to approve Book Keeping Services with the firm of Bryant L. Jolley, CPA, subject to the Purchasing Policy.

SUMMARY:

Upon the hiring of the new District Administrator, the former DA was hired as a temporary employee to continue the financial transactions of the District. These duties included accounts receivable, accounts payable, payroll, reconciliations, audit close as well as coordination with the County of Fresno regarding funds held by the County. With the resignation of the former DA, and in order to permit the continued services of the District, the DA engaged in a contract with the firm of Bryant L. Jolley, CPA for these services.

The District's Procurement Policy, Section 4.d, Emergency Purchases, provides for the process where in cases of an emergency, standard procurement procedures may be dispensed:

"...The foregoing procedures for contracts up to Twenty-five Thousand Dollars (\$25,000) may be dispensed with in the case of an emergency. An emergency shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the District..."

As such, the District Administrator took action to provide for the financial services with the firm of Bryant L. Jolley, CPA in the amount of \$2,000 per month. The procurement policy also requires that such action is:

"...subject to the confirmation by the Board of Directors at its next meeting..."

Therefore, the District Administrator is requesting the Board to ratify the action taken to continue the financial transactions of the District by engaging the firm of Bryant L. Jolley, CPA under Procurement Policy, Section 4.d., Emergency Purchases.

BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

January 23, 2024

Mr. Tim Chapa
Calwa Recreation and Park District
4545 E Church Ave
Fresno, CA 93725

Dear Mr. Chapa:

This letter confirms the engagement of Bryant L. Jolley, CPA by the Calwa Recreation and Park District (the "District") as of and for the years ended June 30, 2024 and 2025. The professional consulting services we currently expect to provide include the following:

- 1) We will assist the District in the year-end close of its financial records by performing reconciliations of balance sheet and income statement balances, as deemed necessary, in preparation of the District's June 30, 2024 and 2025 audit, and function as a liaison with the District's external auditors for any areas in which we assist.
- 2) We will prepare all journal entries necessary for the District to convert its financial statements from the modified accrual to full accrual basis of accounting. This includes implementation of any new GASB pronouncements that apply to the District.
- 3) We will convert the District to Quickbooks online and set up procedures for District staff to process daily cash disbursements, cash receipts and payroll. We will reconcile the bank accounts monthly and ensure transactions are posted to the general ledger accurately on a monthly basis. We will track fixed assets and record depreciation.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the District, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendor secured portals or clouds. Electronic data that is confidential to the District may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by s or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

Our fees for the above services for the years ended June 30, 2024 and 2025 will be as follows:

Consulting Services, as listed in item 1-3	\$ 2,000 per month
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Our fees are based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month, Payments for services are due when rendered and interim billings may be submitted as work progress~ and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the services listed. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement. even if we have been advised of the possibility of such damage.

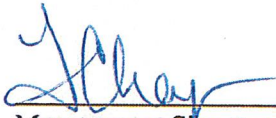
If these terms are in accordance with your understanding and meet with your approval, then please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us.

Sincerely,



Ryan P. Jolley, CPA

RESPONSE:



Management Signature

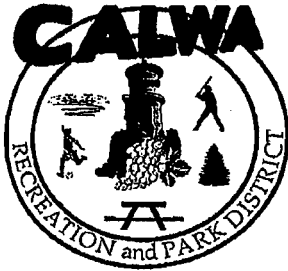
District Administrator

Title

1/25/24

Date

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



Meeting Date: December 19, 2017

Agenda Item Number: G-1

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

Submitting: District Administrator

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

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

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

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

Prior Board Actions: None:

Attachments: Purchasing Policy

Recommended motion to be made by Board:

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

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

RESOLUTION NO. 2017-23

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

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

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

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

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

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

- Section 1.** The foregoing recitals are incorporated by reference as if fully set forth.
- Section 2.** The Board adopts the Calwa Recreation and Park District Purchasing Policy as set forth in EXHIBIT "A."
- Section 3.** All prior policies, directives, rules, and resolutions in conflict with the Purchasing Policy adopted by this Resolution are superseded and repealed.
- Section 4.** This resolution shall be effective upon its adoption.

* * * * *

Certification on page 2

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

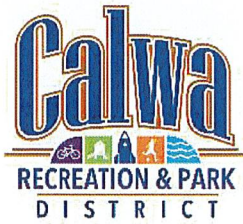
5. Procedures for Purchases and Contracts Over \$25,000 —

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

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

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

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



For the Meeting of: 2/20/2024

Item: E.2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Approval of Field Use Contract with Southeast Fresno Youth Soccer League.

ATTACHMENTS: Field Use Agreement

RECOMMENDATION:

That the Board receive report, discuss, and approve agreement with Southeast Youth Fresno Soccer League.

SUMMARY:

Southeast Fresno Youth Soccer League representatives approached District to use the soccer fields as their permanent location for their league for Spring 2024 season. This league includes children's soccer teams that vary in ages from 4-17. The league has seen a drastic increase in community park participation, event participation, and expanded network with their community leaders. The price points have been adjusted to reflect the new resolution passed in 2023.

REASON FOR RECOMMENDATION:

To continue relationship with SEYFSL and provide a structured soccer program for our community.

FISCAL IMPACT:

The revenue generated from this agreement will total \$1,800.00

CALWA RECREATION AND PARK DISTRICT FIELDS USE AGREEMENT

This License Agreement, hereinafter referred to as “Agreement,” is made and entered into by and between the Calwa Recreation & Park District, a California Special District, hereinafter referred to as “District,” and Southeast Fresno Youth Soccer League, hereinafter referred to as “Licensee.”

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This Agreement shall commence on March 1, 2024, and end on May 31, 2024, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another 3-month period, Licensee shall provide notice to District thirty (30) days before the 3-month period ends. Upon receipt of renewal request, the Board of Directors will determine whether to renew the term.

2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Soccer Fields 2 and 3, hereinafter referred to as “Fields,” solely to conduct soccer practices and organized games for multiple teams of various age groups.
 - a. District agrees to permit exclusive field use of the two north fields, fields 2 and 3.
 - b. Licensee agrees to accept the fields in its “as-is” condition “with all faults.”

District will provide field repairs that are a result of the normal wear and tear of field use and provide repairs to “water valve potholes” through filling and artificial turf, in assistance with the leagues field maintenance professionals.
 - c. District agrees to provide adequate lighting in the Fields and external restrooms.
 - d. District agrees to provide small storage for Licensee’s chalking tools and 4 small foldable goal posts. Middle Restroom will act as part time storage. Two keys will be provided to Licensee.
 - e. District agrees to allow Licensee to chain up larger soccer goal posts to fields 2 and field 3.

3. **Licensee’s Requirements:** Licensee shall:
 - a. Use the Premises to perform organized soccer games and practices use only. Any other use may only be permitted in writing by the District Administrator.
 - b. Be responsible for chalking or painting the fields lines for fields 2 and 3 only.
 - c. Be responsible for storing away equipment used for league purposes.
 - d. Conduct practices and games on fields 2 and 3 only.
 - e. 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 players.
 - f. Calwa Residents who can verify physical address will be entitled to a discounted league registration fee of \$25 off, for new players only.
 - g. Licensee further agrees that District shall not at any time be liable for damage to Licensee property in or upon the facility, even when left outside dates and times of

permitted use.

- h. Keep accurate enrollment records, including the players name, contact information (i.e. address, phone numbers, email, etc.) and attendance record; and name of parents if a minor. Licensee shall provide a copy of these records to District seasonal basis.
 - i. Licensee will be responsible for the operations of their practices and games. District will have no right to direct, supervise, or control the day-to-day operations or activities of the practices or games provided by Licensee.
 - j. Licensee shall only provide services to children ages 4-17; adult leagues will not be permitted to organize or participate in any organized games.
 - k. Licensee shall use the Fields in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the fields.
 - l. Licensee shall be respectful to other soccer use and participants and shall require that participants who are not following District rules are asked to leave the field.
 - m. Substitute coaches shall not be permitted. Only Licensee and registered coaching staff may conduct games/practices.
 - n. Licensee shall not assign or sublease this License Agreement to anyone.
 - o. Licensee is permitted to set up sponsorship signage on practice and game days.
 - i. 40% of sponsorship funds, after expenses to create signage are withdrawn from total amount, will be allocated to the District.
4. **Dates and Times of Permitted Use:** The practices will be commencing at 5:30 p.m. and ending at 8:30 p.m. Monday through Friday, and Saturday 8:00 a.m.-5:00 p.m. during the term of the agreement. Field use shall reflect agreed hours and not exceed agreed times.
- a. No access will be granted during District Holidays when the Park is closed.
 - 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 to District Administrator for approval.
 - d. No alcohol is allowed while participating in games/practices.
 - e. No drug use is allowed while participating in games/practices.
 - f. All trash must be cleaned up by Licensee prior to every field use.
 - g. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
 - h. District will be responsible for providing goal posts for the leagues.
 - i. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
 - j. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.

5. **License Fee:** Licensee shall make payments in the amount of \$600 per month, to the District as a license fee for the use of two soccer north Fields 3 and 4, the amount will be due on or before the 1st of every month or paid in full. Price was reduced from \$850 per month due to Licensee and participants being residents of the Calwa Recreation and Park District as well as having a 501(c) Non-Profit Status.
6. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
7. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.
8. **Indemnification and Insurance:**

8.1 Indemnification.

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

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

- a. Licensee acknowledges that District has advised them that while it is not a requirement of this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
- b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
- c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.

8.2 Insurance.

During the term of this Agreement, Licensee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages to property related to the use of District Property. 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. **Restoration:** If any damage occurs to the Fields, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.
10. **Assignment and Sublicensing:** Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Fields to any party. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period but may not exceed two weeks.
11. **Termination:** This Agreement may be terminated based upon any one or more of the following events:
 - a. Termination for Convenience with 30 days' notice to the other party.
 - b. With 5 days' notice for failure of Licensee to pay the License Fee by the last day of the month.
 - c. With 5 days' notice for Licensee' failure to perform any of the terms and conditions of this Agreement.
12. **Notices:** Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing. Mailed notices must be addressed to the parties at the addresses appearing with the signatures of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of mailing.
13. **Attorneys Fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

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

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

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

CALWA RECREATION AND PARK DISTRICT

Tim Chapa, District Administrator

Date

SOUTHEAST YOUTH FRESNO SOCCER LEAGUE

President Rose Membrila

Date

Vice President Joe Hinojosa

Date

Calwa Recreation and Park District

DA Park Updates

2/20/24

Staff

Staff also had President's Day off yesterday and the park was closed.

The new PT Maintenance staff person, Luis Jacinto, started at the first of the month. He works Thursday and Friday evenings as well as half days on Saturday and Sunday.

A contract Book Keeper has been hired (see agenda item E.1.) and is beginning the process to assist with all financial transactions. Note that as of the date of Agenda posting, BMO Bank has not yet completed the process for the DA to have signature authority – in the interim checks will be signed by two Board Members. Also, the account from which payroll is drafted has been changed to the District Revenue Account to avoid the situation of insufficient funds in the Payroll Account, especially as check transfers cannot be processed by the DA until signatory authority is provided.

The Mid-Year Budget will be presented at the March meeting; while a draft had been prepared for January, it was not completed – the DA will be working with the contract Book Keeper to present an item in March. It is expected that the FY 22-23 Audit will be presented at the same meeting.

Events

Zumba Kids and Senior programs are continuing, and planning for Easter Egg Event and Spring Break programs have started. We are looking for volunteers for the Easter Egg event on Saturday, March 23rd.

Based on a miscommunication, the morning Zumba class has been providing less days per the agreement (M-Th) and paying prorata amount of the monthly charge. In March, the class will provide the full days under the agreement (M-F) and paying the full monthly charge.

Projects

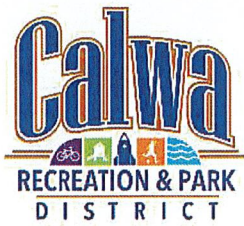
Miscellaneous. The seats from our big swings were stolen this month, we have removed the remaining chains for now and will be holding off purchasing new ones pending the start of the Renovation project.

BHC Renovation Project. The only change to note is that permits have been approved, the rest of the schedule remains pretty much the same with construction expected to start late April 2024. Again, the snack bar vendor has been advised and will be submitting plans for bringing in a food truck during construction; we will have to adjust the rent amount accordingly but are keeping the rental amount consistent for now.

Pool Project. At its meeting this month, the County Board of Supervisors approved adding \$400,000 to the pool project, bringing the total County ARPA funding to \$675,000. Next steps are to initiate the underground utility study (for which and RFQ has been issued under agenda item E.7.) then Allred

Engineering will use that information to update the design. The RFQ closes at 5PM on 2/16/24. Additionally, the initial advance of \$137,500 needs to be journaled to the correct restricted fund for the project.

Futsal Project. Like the pool project, an RFQ was issued for electrical upgrades as well as irrigation redesign. Once this work is completed, staff can issue an RFP for the site preparation and field installation.



For the Meeting of: 2/20/2024

Item: E.5

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Holidays and Park Closure

ATTACHMENTS: Holiday Schedule

RECOMMENDATION:

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

SUMMARY:

Pursuant to the District's Personnel Policy, Section 6.1, Holidays, the District observes 10 full holidays and two half day holidays. Full time employees receive a full 8 hours of holiday pay for those days, and part-time staff receive the same hours on a prorated basis. On such days all staff are out on holiday time. With no staff available on those days, the park is closed accordingly. Board members have asked for this item to be brought to them for further discussion.

RULE 6: EMPLOYEE BENEFITS

Section 6.1 Holidays

A. Full-Time Employees.

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

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Birthday)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- Fourth Friday in November (Day After Thanksgiving Day)
- Half Day on December 24 (Christmas Eve)
- December 25 (Christmas Day)
- Half Day on December 31 (New Year's Eve)

- (1) The District will be closed on the Thanksgiving and Christmas holidays. Employees will not work on those holidays and will receive eight hours pay for the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the authorized holiday. When one of the above holidays falls on Sunday, the following Monday shall be observed as the authorized holiday. If the holiday falls during an employee's vacation, the employee shall receive an additional vacation day off with pay. When one of the above holidays falls on one of an employee's regularly scheduled days off, 8 hours shall be credited to the employee's vacation accrued leave balance.
- (2) The District will be open on the other holidays referenced above. When an employee works on those holidays, the employee will be paid for work performed and will be paid straight-time for the holiday. The employee may opt to take a future paid day off in-lieu of straight-time holiday pay.
- (3) The District shall make reasonable effort to assure equal distribution of required work on holidays worked by employees.

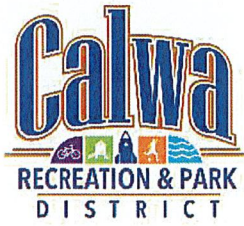
- (4) Employees on unpaid leave of absence do not receive holiday pay on holidays that fall while during unpaid leave.

B. Part-Time Employees.

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

C. Temporary Employees.

Temporary employees do not receive paid holidays.



For the Meeting of: 2/20/2024

Item: E.6

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Utility Investigation Services RFQ For Pool and Futsal Projects

ATTACHMENTS: RFQ

RECOMMENDATION:

That the Board consider awarding contract(s) for Utility Investigation Services for Pool and Futsal Projects.

SUMMARY:

As noted in prior project schedules, both the next critical milestone for the pool and futsal projects are the completion of utility investigations. For the futsal project, a determination and of the District's current electrical capacity and irrigation layout for the site location (Field 4) needs to be determined in order to issue requests for site preparation and field installation. For the pool project, a determination of all under ground utilities (electrical/water/sewer/stormdrain/irrigation) in the pool project area needs to be determined in order to update the overall project design. An RFQ for such services was issued on February 1st and closes at 5 PM on February 16th. Subject to receipt of responsive and responsible bidders, the agenda item will be supplemented with contract(s) award as appropriate.

**REQUEST FOR QUOTE
UTILITY INVESTIGATION SERVICES FOR
CALWA FUTSAL AND POOL PROJECTS
RESPONSE DEADLINE: FEBRUARY 16, 2024, 5:00 PM**

The Calwa Recreation and Park District ("District") is requesting quotes from qualified consultant firms ("Firms") to provide utility locating, inventorying and design services for its Futsal and Pool Projects. The District invites qualified design teams to submit quotes to provide utility locating, inventorying and design services.

There are two projects associated with this request. One is the District's 2018 Parks Bond Act Per Capita Futsal Project and the other is the District's Fresno County ARPA Pool Renovation Project.

Scope of Work: Futsal Project

The scope of work requires the inspection of electrical and irrigation utilities in the project area (Attachment A), as well as production of detailed plans showing the existing and proposed facilities. The Futsal Project will require the following:

- a. Electric Power Requirements for the Sports Lighting Equipment:
 - i. Electric power: 208 Volt, Single Phase
 - ii. Maximum total voltage drop: Voltage drop to the disconnect switch located in the electrical components enclosure shall not exceed three (3) percent of the rated voltage.
 - iii. Energy Consumption: The kW consumption for the field lighting system shall be 1.08kW.
- b. Irrigation Requirements for Futsal Field
 - i. Cap and Reroute irrigation lines as necessary.
- c. Other Utilities in Conflict
 - i. While no other utilities are believed to be in the project area, locate any other utilities in conflict as appropriate.

Scope of Work: Pool Project

The scope of work requires the inspection of electrical, water, storm drain and sewer utilities in the project area (Attachment B), as well as draft plotting of those utilities. No utility design services are being requested for the Pool Project

General Information

The District is located at 4545 E. Church Avenue, Fresno, California 93725. The Calwa Recreation and Park District is a public entity established pursuant to state legislation for Recreation and Park Districts under the Public Resources Code, §5780 through §5791.7. The District encompasses approximately 4,437 acres (6.9 square miles) in the community of Calwa which is in an unincorporated area of Fresno County. The entire District is located within the City of Fresno's Sphere of Influence and the majority of the

District is located within the City boundary. The District is generally bounded by California Avenue to the north, Peach Avenue to the east, North Avenue to the south, and State Route 99 to the west. The District is authorized to provide park and recreation services which it does from Calwa Park, an approximately 20-acre park located at the intersection of Church and Barton Avenues. Calwa Park includes a community center (Hall), various sports fields, and basketball courts. The District office is also located Calwa Park. It does not have any other facilities.

Activities at Calwa Park include educational classes, soccer, basketball, recreation classes, dance, softball, and community events. District facilities generally see greater use during the summer months. The District does not sponsor, but does provide use of its facilities for Senior Hot Meals and Summer Youth Lunch programs. The District is governed by a five-member, Board of Directors who are elected at large. The District is administered by a District Administrator.

Questions and Requests for Clarifications

The District recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions **in writing** to:

Tim Chapa, District Administrator
EMAIL: tchapa@calwarecreation.org

If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFQ. Requests for Clarifications will not be accepted, nor responded to after 4:00 P.M. on February 14, 2024. Any interpretations or addenda issued by the District shall be incorporated into this RFQ. Proposers may not rely on any oral interpretations given by any District employee and may only rely upon officially issued written addenda.

Submittals

Submittals may be made for one or both of the projects. If submitting for both, identify the quote separately.

Basis for Selection

The District reserves the right to make the selection based on a combination of qualifications and cost, at its discretion.

Costs associated with preparation of quotes will be the sole responsibility of the consultants and will not be reimbursed by the District.

ATTACHMENT A

SCOPE OF WORK FUTSAL PROJECT



ATTACHMENT B

SCOPE OF WORK POOL PROJECT

