

CONSULTANT AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND ADAM RAMOS

This Consultant Agreement (“Agreement”) is made and entered on effective July 28, 2023, by and between the Calwa Recreation and Park District (“District”) and Adam Ramos (“Consultant”).

RECITALS

WHEREAS, Adam Ramos commenced work as at-will District Administrator on September 16, 2020; and

WHEREAS, Adam Ramos tendered his resignation effective District effective July 22, 2023; and

WHEREAS, the District does not have office personnel or employees that can perform services while a recruitment process for a new District Administrator; and

WHEREAS, Adam Ramos has offered to perform temporary services as consultant to ensure that basic District operations continue; and

WHEREAS, District desires to retain Consultant and Consultant desires to provide District with services on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1. Scope of Services. Consultant shall perform services on Fridays from 8 AM to 4:30 and Saturdays from 8 AM to 2:30 at the District Office. Consultant shall perform to the satisfaction of District, services as requested by District as follows:

- Accounts Payable
- Effectuate paperwork for Employee Salaries in a timely manner
- Providing information to County and retrieval of information from County related to finances
- Maintain work schedule for employees
- Approve and maintain program hours for agreements
- Oversee pending agreements between District and various entities
- Provide reports to District Board on requests for new agreements
- Continue to work and coordinate on the Pool Project
- Continue to work and coordinate on the Proposition 68 Project
- Provide staff direction

- Maintaining District website
- Posting of Board Meeting agendas

SECTION 2. Term of Agreement. This Agreement shall be effective on July 28, 2023, and continue for a thirty-day period. The Agreement will be considered for extension at each regular meeting of the District Board. It is anticipated that this Agreement may continue until the position of District Administrator is filled.

SECTION 3. Compensation. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate of \$30.00 per hour. Consultant shall be reimbursed for mileage if he uses his personal vehicle to conduct District business.

SECTION 4. Termination. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the District upon five (5) day's written notice. Consultant may terminate this Agreement upon five (5) days' written notice.

SECTION 5. Independent Contractor. In the furnishing of the services provided for herein, Consultant is acting solely as an independent contractor. Consultant shall not be deemed an officer, agent, employee, joint venture, partner, or associate of District for any purpose. District shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions thereof.

SECTION 6. Assignment. This agreement is personal to Consultant and there shall be no assignment by Consultant of his rights or obligations under this Agreement.

SECTION 7. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and DISTRICT, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

SECTION 8. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

SECTION 9. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

SECTION 10. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this

Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

CALWA RECREATION AND PARK DISTRICT

Esmeralda Zamora
Board Chairperson

Date: _____

CONSULTANT

Adam Ramos

Date: _____