

Fresno County Metrics

Metrics below are based on California's blueprint for reducing COVID-19 in the state for loosening and tightening restrictions in Fresno County. [Learn more about COVID-19 Reopening](#). The additional [Equity Metric](#) ensures that the positivity rates in the counties most disadvantaged neighborhoods does not significantly lag behind its overall county test positivity rate. An additional [Vaccine Equity Metric](#) was added to the tier assignment. This vaccine metric allows the blueprint metrics to be revised based on statewide vaccine distribution to disproportionately impacted communities. As of 3/16/2021 Fresno County is still in the Purple (*Widespread*) Tier. [Blueprint for a Safer Economy Chart for Activity and Business Tiers](#).

	2/2	2/9	2/16	2/23	3/2	3/9	3/16
Positivity Rate	11.4	9.7	7.9	6.6	6.0	5.3	5.1
New COVID-19 positive case per day per 100K population	41.4	30.3	22.8	16.6	14.0	12.6	11.9
Health Equity Metric (HPI Test Positivity)	13.2	12.1	10.0	8.3	7.1	6.8	6.4
What Tier are we in?	1	1	1	1	1	1	1

**California Blueprint Data Archive*

County Risk Level	Daily New Cases Per 100K	Positive Test Percentage
Widespread	More than 10	More than 8%
Substantial	4 - 10	5 - 8%
Moderate	1 - 3.9	2 - 4.9%
Minimal	Less than 1	Less than 2%

**Revised to include Statewide Vaccine Equity Metric Goal #1: 2 million doses administered statewide to lowest Health Priority Index Quartile*

Number of Cases in Fresno County

Last updated: March 22, 2021 at 4:15 PM (Sunday and Monday)

- **Total Cases:** 98,211 (+242)
- **Total Deaths:** 1,568 (+22)
- **Currently Hospitalized:** 144 (-10)
- **Test Results Received and Processed:** 1,051,634 (+6,629)

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

*This data is preliminary and pulled from the [CDPH COVID-19 Dashboard](#).

Do Your Part

A step-by-step guide on what the Virtual Assistant will ask via text from the phone number **233-93** ([Learn more about CalCONNECT](#))

New Guidance

[FCDPH- Adult and Youth Recreational Sports Attestation Form \(3/17/2021\)](#)

[FCDPH- COVID-19 School Sports Attestation Form \(3/10/2021\)](#)

[Outdoor and Indoor Youth and Recreational Adult Sports \(CDPH Updated 3/4/2021\)](#)

- [Youth Sports FAQ \(CDPH 3/16/2021\)](#)

[K-12: Return to School Guidance with Template Letters \(FCDPH 1/13/2021\)](#)

[Senior Visitation Guidance- Stay at Home Order \(FCDPH 12/17/2020\)](#)

[Agricultural Industry COVID-19 Safety Guidelines \(FCDPH 12/16/2020\)](#)

[CDPH COVID-19 Quarantine Guidance \(12/14/2020\)](#)

[Use of Temporary Structures for Outdoor Business Operations \(CDPH 11/25/2020\)](#)

[CDPH- Outdoor Playgrounds and other Outdoor Recreational Facilities \(11/20/2020\)](#)

Statewide Public Health Officer Order

- [CDPH Health Officer Order \(August 28, 2020\)](#)

Fresno County Health Officer Orders:

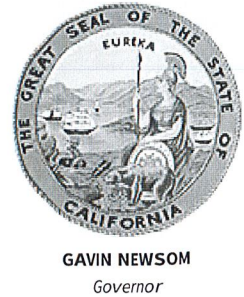
[FCDPH- Health Officer Order- School Surveillance Testing \(12/23/2020\)](#)

[FCDPH- Health Officer Order- COVID-19 Testing with FAQ \(3/1/2021\)](#)

- [English](#)



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 19, 2021

TO: All Californians

SUBJECT: Outdoor and Indoor Youth and Recreational Adult Sports

Updates since 02/19/2021

- Updated on March 4, 2021 to add requirements that go into effect March 5, 2021 that would:
 - Require masking for youth and adult sports participants, coaches, and support staff.
 - Specify that teams can return to competition only if they adhere to the stricter requirements in place for college teams, which include rigorous testing requirements around each competition, following contact tracing protocols, and coordination with local health authorities.

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. This guidance provides direction on outdoor and indoor youth and recreational adult sports activities to support a safe environment for these sports. The guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports (hereafter youth and adult sports). This guidance does not apply to collegiate or professional sports. Additionally, this guidance does not apply to community events, such as marathons, half-marathons, and endurance races.

Inter-team competitions (i.e., between two teams) resumed in California beginning January 25, 2021. **The guidelines outlined in this document shall take effect on February 26, 2021, as updated, effective March 5, 2021.**

The status of return-to-competition is subject to change at any time given the level of COVID-19 transmission in California.

Sports Risk Profiles

In general, the more people from outside their household with whom a person interacts, the closer the physical interaction is, the greater the physical exertion is, and the longer the interaction lasts, the higher the risk that a person with COVID-19 infection may spread it to others.

Youth and adult sports include varied activities that have different levels of risk for transmission of COVID-19. Outdoor activities present significantly lower risk of transmission relative to comparative indoor activities, based on current scientific evidence. Competition between different teams also increases mixing across groups and outside of communities, which also contributes to the potential for spread of the COVID-19 disease.

Youth and adult sports are classified below by their level of contact and transmission risk. This classification applies to competition or training/practice with others. It does not apply to individual conditioning or exercise.

The Tables below are not exhaustive, but provide examples of sports with different levels of contact so that the level of risk can be assessed for other sports.

Low-Contact Sports

Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.

Moderate-Contact Sports

Team sports that can be played with only incidental or intermittent close contact between participants.

High-Contact Sports

Team sports with frequent or sustained close contact (and in many cases, face-to-face contact) between participants and high probability that respiratory particles will be transmitted between participants.

Factors Affecting the Risk of Transmission

- Risk increases when face coverings are not worn, and physical distancing is not maintained.
- Risk increases with increasing levels of contact between participants; closer contact (particularly face-to-face contact), and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants.
- Risk increases with greater exertion levels; greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.
- Risk increases with mixing of cohorts and groups, particularly when from different communities (during or outside of sports play); mixing with more people increases the risk that an infectious person will be present.

General Guidance for Youth and Adult Sports Participants, Coaches, and Support Staff

It should be noted that local health departments and school districts may have stricter rules and should be consulted to confirm what is allowed.

General Requirements for All Sports:

Irrespective of setting (outdoor or indoor) case rate or sport played, the following general guidance requirements must be adhered to at all times:

- Face coverings to be worn when not participating in the activity (e.g., on the sidelines).
- Face coverings to be worn by coaches, support staff and **observers** at all times, and in compliance with the CDPH Guidance for the Use of Face Coverings.
- Observers maintain at least 6 feet from non-household members.

- No sharing of drink bottles and other personal items and equipment.
- Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.
- Limit indoor sports activities (practice, conditioning) to comply with capacity limits (which shall include all athletes, coaches, and observers) indicated in current CDPH Gym & Fitness Center Guidance Capacity.
- Associated indoor activities for the team (e.g., dinners, film study) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.
- Teams must not participate in out-of-state games and tournaments; several multistate outbreaks have been reported around the nation, including California residents.

Limitations on Observers

- Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition. Limit number of observers to ensure physical distance can be maintained, reduce potential crowding, and maintain indoor and outdoor capacity limits.
- Consider video streaming of games so that they can be watched "live" from home.
- For adult sports, spectators are not permitted at this time.

Limitations for Inter-Team Competitions and Tournaments

- Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county and the sport is authorized in the Tables below; or (b) teams are located in immediately bordering counties and the sport is authorized in both counties in the Tables below.
 - The county-based authorizations outlined in the Table below apply to the locations/counties in which the teams, schools, clubs, leagues, and similar organizations are functionally based (e.g., where the players reside, where facilities are located, etc.).
 - Local Health Departments to be notified of any cross county competitions within their jurisdiction and reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.
- Teams adhere to current CDPH Travel Advisory recommendations when determining travel for competition in neighboring counties.
- No tournaments or events that involve more than two teams to occur. Exceptions may be made, with authorization from the local health department where the event is being held and each of the local health departments where teams originate from, for sports where individual competitors from multiple teams are routine such as: track and field; cross-country; golf; skiing/snowboarding; tennis; swimming/diving/surfing; biking and equestrian events.
- Only one competition, per team, per day maximum to be played.

Permitted Youth and Recreational Adult Sports by Case Rate Threshold

- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity.

Face Coverings

- Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard.

Other General Guidance

Below are other general guidance that are strongly encouraged as part of any participation in sport. Depending on risk level (high or moderate) and county case rates, these general guidance may be **required** for play of outdoor sports in less restrictive tiers, as specified below.

Physical Distancing

- Maintain at least six feet of distance between sport participants and others to the maximum extent possible, including when on the sidelines.
- Maintain at least 6 feet of distance between coaches and participants and facilitate physical distancing between participants to the maximum extent possible (e.g., staggered starts instead of mass starts for races).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Testing

- Unless required as noted below, regular and postseason antigen or PCR testing of sports participants and coaches weekly while participating in Outdoor High-Contact sports is strongly encouraged. If competing, testing performed with test results made available within 24 hours of play.

Hygiene and Equipment Sanitation

- When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Limitations on Mixing by Participants

- Limit participation by athletes and coaches during practice and competition to one team, and refrain from participating with more than one team over the same season or time period. For larger teams, limit mixing by establishing stable smaller training groups for drills and conditioning.
- Review practice or game footage virtually, to the greatest extent possible. If not feasible, then it should be conducted outdoors, with all participants wearing face coverings and following appropriate physical distancing measures.

Indoor Venue Capacity Limitations

- Ventilation in indoor venues (gyms or other fitness centers) increased to the maximum extent possible.

Travel Considerations

- Bus/van travel for members of a team may pose a greater risk. To mitigate COVID-19 transmission risk during bus/van travel, employ universal masking, physical distancing and windows to remain open the full duration of the trip unless not feasible.
- Plan for proper communication of all travel rules, protocols and expectations to everyone in the travel party. When feasible, teams should aim to travel and play the same day to avoid overnight stays.
- Travel by private car limited to only those within the immediate household.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Anyone with symptoms of COVID-19 should consult their physician for testing and notify their coach, athletic trainer and/or school administrator of their symptoms and test results.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

- Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County**

Widespread Tier (Purple) 1	Substantial Tier (Red) 2	Moderate Tier (Orange) 3	Minimal Tier (Yellow) 4
<p>Outdoor low-contact sports</p> <ul style="list-style-type: none"> • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking 	<p>Outdoor moderate-contact sports</p> <ul style="list-style-type: none"> • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball 	<p>Outdoor high-contact sports</p> <ul style="list-style-type: none"> • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo <p>Indoor low-contact sports</p> <ul style="list-style-type: none"> • Badminton (singles) • Bowling • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field 	<p>Indoor moderate-contact sports</p> <ul style="list-style-type: none"> • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball <p>Indoor high-contact sports</p> <ul style="list-style-type: none"> • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

***Play in Less Restrictive Tiers: Outdoor High-Contact Sports**

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent
- Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked at times, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing – antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

***Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports**

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

****Conditions for Return to Play if Not Otherwise Authorized**

A team in any sport, including indoor sports, may return to competition and contact practice at any time (i.e., earlier than otherwise authorized by this Guidance), if the team adheres the additional requirements imposed on collegiate sports, as specified in the Institutions of Higher Education Guidance, dated September 30, 2020. For ease of reference, the requirements from that Guidance, as applicable to this sector, are summarized below.

Testing

- Regular periodic COVID-19 testing of athletes and support staff must be established and implemented prior to return to practice (other than the “[p]hysical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts” that is currently authorized in all tiers).
 - This includes baseline testing and ongoing screening testing. Based on current evidence and standards, both daily antigen testing and periodic PCR testing are acceptable testing methods for both baseline and ongoing screening testing.
 - If following a daily antigen testing protocol, the protocol must begin with a PCR test followed by daily antigen testing. Any positive antigen test must trigger a PCR test for confirmation. PCR testing is required for symptomatic athletes and staff and should be conducted within 24 hours of symptoms being reported.
- For high-risk contact sports (basketball, field hockey, football, ice hockey, lacrosse, rowing, rugby, soccer, squash, volleyball, water polo, and wrestling), competition between teams is permitted only if the team can provide COVID-19 testing and results of all athletes and support staff within 48 hours of each competition.

Return to Play Safety Plan

- A school must adopt, and its teams follow (or if a team operates independent from a school, the team must adopt and follow) a school-specific (or team-specific, as applicable) ‘return to play’ safety plan.
- Consistent with requirements imposed by the National Collegiate Athletic Association (NCAA), athletes are not required to waive their legal rights regarding COVID-19 as a condition of athletics participation.
- In conjunction with local public health officials and contact tracers, schools (or teams, as applicable) must have in place a mechanism for notifying other schools (or teams, as applicable) should an athlete from one team test positive within 48 hours after competition with another team.
- A school (or team, as applicable) must evaluate the availability of, and accessibility to, local contact tracing resources. Where the availability of local contact tracing resources is inadequate, schools (or a team, as applicable) must train on-site personnel or procure contact tracing resources.

Site Specific Plan

- A school (or if a team operates independent from a school, the team) must establish a written, facility-specific COVID-19 prevention plan at every facility, perform a comprehensive risk assessment of all work and athletic areas, and designate a person at each facility to implement the plan.
- A school (or if a team, operates independent from a school, the team) must designate a person responsible for responding to COVID-19 concerns for athletics overall, and for each team or sport, as applicable.
- A school (or if a team operates independent from a school, the team) must train and communicate with workers, worker representatives (as applicable), and athletes on the plan and make the plan available to workers and their representatives.
- A school (or if a team operates independent from a school, the team) must regularly evaluate the facility for compliance with the plan and document and correct deficiencies identified.

Other Individual Control and Screening

- A school (or if a team operates independent from a school, the team) must provide symptom and health screenings for all workers and athletes entering the facility or event. Make sure the temperature/symptom screener avoids close contact with workers or athletes to the extent possible.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, the school (or team, as appropriate) must ensure that screening was performed prior to the worker or athlete leaving home and follows CDC guidelines.

Isolation and Quarantine

- To participate in moderate- and high-contact sports practice or competition, a school (or if a team operates independent from a school, the team), athletes must commit to adherence with appropriate isolation and quarantine procedures.
- All symptomatic athletes and staff must remain in isolation until test results are available, and repeat testing should be considered if initial testing is negative and symptoms continue and are consistent with COVID-19 symptoms.
- All athletes and staff who test positive or are clinically diagnosed with COVID-19 disease must isolate:
 - For 10 days after symptoms first appeared (or 10 days after specimen collection for their first positive test), AND
 - At least 24 hours have passed with no fever (without use of fever-reducing medications), AND
 - Other symptoms have improved.
- Individuals who test positive for SARS-CoV-2 but never develop symptoms, may return to work or school 10 days after the date of specimen collection for their first positive test for SARS-CoV-2.
- Individuals identified as close contacts (within 6 feet for at least 15 minutes) must follow state and local public health directives or orders for quarantine, regardless of the frequency of testing for those in the cohort or footprint. Close contacts must quarantine for 14 days after the last exposure.
- Due to the nature of athletic participation, schools (or teams, as applicable) must take steps to assist with the contact tracing process including, but not limited to, film review of practice, if available, and extended assessment of contact associated with athletic participation so that all athlete contacts can be identified.

Travel for Competition

- When traveling to away games, teams must remain in a team cohort, with no mixing with the local teams or other members of the host community.

[1] American Academy of Pediatrics COVID-19 Interim Guidance: Return to Sports web page (services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports)

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)





Updated Expense Report: Feb 23rd 2021

Vendor	Services Rendered	Date	Cost	Invoice Number	Paid and Filed (Y/N)
C-III	Skimmers Autofill Rough Plumbing/Electrical Forming of pool @ grade	12/20/20	\$18,074.26	408	Y
Precision Civil Engineering	Topographic Survey	10/13/20	\$2,900.00	0001	Y
Yellow Dog Signs & Graphics	Groundbreaking Banner	11/21/19	\$160.00	27486	Y
C-III Construction Inc.	Demo of Calwa Pool Demo of concrete deck Remove/haul debris	12/25/19	\$48,000.00	390	Y
C-III Construction Inc.	Removal, haul of palm tree stump	12/25/19	\$2,820.00	390	Y
C-III Construction Inc.	Permit for demo of pool	12/25/19	\$709.00	392	Y
C-III Construction Inc.	Pool import/fill old pool section compact grade Cut/grade new depths	09/10/20	\$22,500.00	400	Y
City of Fresno	Permit	8/17/20	\$334.25	Transaction ID: 126241759	Y
CMG Construction Mfg. Inc	Allred Engineering	10/13/20 Services Applied: 01/21/20	\$6,000.00	10006	Y Pd to CMG 1/19/21
C-III Construction Inc.	Steel Structural Per Plan Steel increase in price 22.7%	1/14/21	\$13,479.00	410	Y
C-III Construction Inc.	Gunitite Pool, Masonite	2/05/2021 (reissued) 02/23/21	\$39,624.00	413	Y (Stop # 209173433)
C-III Construction Inc.	Park Pool Tile	2/19/21	\$8,328.00	414	Y
Total Donations Received:			\$168,700.00		
Totals Spent:			\$162,928.51		
Remaining Budget:			\$5,771.49+\$5,000=\$10,771		
Remaining Expenses: (Rough)	Concrete Deck Handicap Lift Pool Finish	EST COSTS	\$19,296.00 \$5,200.00 \$24,750.00		
TOTALS			-\$49,246.00=\$39,246		



ACT vs. EST

Actual Cost	Est Cost	Differential
1500		
Rentals		
Donations	0	
Events	0	
Field Rentals	0	
Hall Rentals	0	
Miscellaneous	2379.22	
Picnic Rentals	0	
Rent Payments	500	
Totals	4379.22	

Employee Salaries	7067.64	15,547.00	-8,479.36
Payroll Taxes	2347.02	1392	955.02
Payroll Fees	145.02	208	-62.98
Director Stipends	421.37	500	-78.63
Workers Compensation	0	0	0
HR Miscellaneous	0	0	0

Bank Fees	25	22	3
Cleaning Supplies	0	800	-800
District Counsel	390	1000	-610.00
District Board Elections	0	0	0
Electricity	829.9	2800	-1970.1
Equipment Fuel	84.36	130	-45.64
Event Costs	0	225	-225
Fresno Co Service Fees	0	0	0
Liability Insurance	0	0	0
Internet	37.33	210	-172.67
Landline Phone	184.72	160	24.72
Mobile Phones	122.02	120	2.02
Memberships	0	0	0
Mileage	0	0	0
Office Equipment	188.89	275	-86.11
Office Supplies	120.89	270	-149.11
Professional Development	0	0	0
Recreation Programs	0	308	-308
Repairs & Maintenance	1068.94	5,000.00	-3931.06
Security	0	350	-350
Security Monitor System	0	10	-10
Technology Services	175.95	100	100
Trash Disposal	246.7	250	-3.3
Vehicle Leasing/Financing	162.53	375	-212.47
Water	914.76	1500	-585.24
Total Op Expenses	4551.99	13905	-9353.01

Vaccine Expenses	Amount	Product/Service
	97.18	MobilityWorks/Van Rental
	315.95	Yellow Dog Signs/ Signs

Pool Expenses	Amount	Product/Service
	13479	
	8238	Pool Tile

8,479.36 was saved in Employee's salaries
 9,353.01 was saved in Operations Costs

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Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
2/26/21		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 022621 2RJIG 3561279 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-72.51		\$5,786.14
2/26/21	985045	CHECK	Uncategorized	Uncategorized	CHECK		-25.95		\$5,858.65
2/16/21		DIRECTDEBIT ADP WAGE PAY WAGE PAY 021621 931318912794JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3579.98		\$5,884.60
2/16/21		DIRECTDEBIT ADP Tax ADP Tax 021621 RJJIG 021204A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1194.82		\$9,464.58
2/12/21		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 021221 2RJIG 6286140 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-72.51		\$10,659.40
2/2/21	11057	CHECK	Uncategorized	Uncategorized	CHECK		-421.37		\$10,731.91
2/1/21		DIRECTDEBIT ADP WAGE PAY WAGE PAY 020121 320043660909JIG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3487.66		\$11,153.28
2/1/21		DIRECTDEBIT ADP Tax ADP Tax 020121 RJJIG 020103A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1152.2		\$14,640.94

REV...081

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
2/24/21		DIRECTDEBIT TFS LEASING/ DE ONLINE PMT 022421 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-167.94		\$89,446.57
2/24/21		POS GETSTREAMLINE.COM WEB SACRAMENTO CA ON 210224 #3381	Uncategorized	Uncategorized	POS		-75		\$84,609.51
2/23/21		DIRECTDEBIT JEFF PEIFFER ONLINE PMT 022321 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-550		\$84,684.51
2/23/21		FEE	Uncategorized	Uncategorized	FEE		-35		\$85,234.51
2/22/21		DIRECTDEBIT MID VALLEY DISP ONLINE PMT 022221 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-246.7		\$85,269.51
2/22/21		DIRECTDEBIT TERMINIX ONLINE PMT 022221 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-45		\$85,516.21
2/22/21	1005	CHECK	Uncategorized	Uncategorized	CHECK		-8328		\$85,561.21
2/22/21		POS AT*BILL PAYMENT 8003310500 TX ON 210222 #3381	Bills & Utilities	Telephone	POS		-37.33		\$93,889.21
2/22/21		POS MOBILITYWORKS-FRESNO-M FRESNO CA ON 210221 #3381	Auto & Transportation	Maintenance & Repair	POS		-97.18		\$93,926.54
2/19/21		POS 432501 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	CREDIT			500	\$93,926.54
2/19/21		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT		-33.61		\$93,523.72
2/19/21		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			2379.22	\$93,557.33
2/18/21		POS 031301 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	POS		-25.88		\$91,178.11
2/17/21		DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 021721 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-133.84		\$91,203.99
2/17/21		POS 863301 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	POS		-100.75		\$91,337.83
2/17/21		POS 129201 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	POS		-37.58		\$91,438.58
2/16/21		DIRECTDEBIT MONTOY LAW CORPO ONLINE PMT 021621 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-390		\$91,476.16
2/16/21	985122	DIRECTDEBIT AT&T (PAC BELL) ONLINE PMT 021621 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-184.72		\$91,866.16
2/16/21		CHECK	Uncategorized	Uncategorized	CHECK		-82.97		\$92,050.88
2/16/21		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE	Uncategorized	Uncategorized	DEBIT		-25		\$92,133.85
2/16/21		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE	Uncategorized	Uncategorized	CREDIT			25	\$92,158.85
2/12/21	985119	CHECK	Uncategorized	Uncategorized	CHECK		-13479		\$92,133.85
2/11/21		POS THE MOWERS EDGE FRESNO CA ON 210211 #3381	Uncategorized	Uncategorized	POS		-81.42		\$105,612.85
2/11/21		DEP	Uncategorized	Uncategorized	DEP			50000	\$105,694.27
2/10/21		POS YELLOW DOG SIGNS & GRA FRESNO CA ON 210210 #3381	Uncategorized	Uncategorized	POS		-315.95		\$55,694.27
2/9/21		DIRECTDEBIT PACIFIC GAS & EL ONLINE PMT 020921 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-829.9		\$56,010.22
2/9/21	985120	CHECK	Uncategorized	Uncategorized	CHECK		-162.53		\$56,840.12
2/9/21		POS 915163 ARCO #42744 FRESNO CA #3381	Auto & Transportation	Gas	POS		-84.36		\$57,002.65
2/5/21		DIRECTDEBIT VERIZON ONLINE PMT 020521 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-122.02		\$57,087.01
2/5/21	985118	CHECK	Uncategorized	Uncategorized	CHECK		-914.76		\$57,209.03
2/5/21		POS 834270 AMAZON.COM*ZV9 SEATTLE WA #3381	Bills & Utilities	Internet	POS		-59.38		\$58,123.79
2/4/21		POS 375201 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	POS		-8.57		\$58,183.17
2/3/21		POS 662301 THE HOME DEPOT 10 FRESNO CA #3381	Household	Home Improvement	POS		-19.41		\$58,191.74
2/2/21		POS 093951 OFFICE DEPOT 0 FRESNO CA #3381	Business & Office	Office Supplies	POS		-73.9		\$58,211.15
2/2/21		POS 148018 WAL-MART #2001 FRESNO CA #3381	Business & Office	Office Supplies	POS		-46.99		\$58,285.05
2/2/21		POS GETSTREAMLINE.COM WEB SACRAMENTO CA ON 210202 #3381	Uncategorized	Uncategorized	POS		-75		\$58,332.04
2/1/21		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$58,407.04
2/1/21		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$57,907.04

Fund:	4660	Calwa Park And Recreation Dist	Subclass: 10000	General Subclass	Beginning Debit Accts	Beginning Credit Accts	Year-to-Date Debits	Transaction Credits	Current Debits Accts	Current Credit Accts
0110	Cash In Treasury				320,752.85	0.00	2,799.35	0.00	323,552.20	0.00
0315	Interest Receivable				1,338.86	0.00	0.00	1,338.86	0.00	0.00
1435	Due To Other Governmental				0.00	1,619,309.92	0.00	0.00	0.00	1,619,309.92
1480	Fiduciary Closing				0.00	1,644,884.96	0.00	0.00	0.00	1,644,884.96
2230	Fund Balance - Unassigned				0.00	-2,942,103.17	210,000.00	0.00	0.00	-3,152,103.17
3005	RDA ABX1 26 Property Tax				0.00	0.00	0.00	27,876.23	0.00	27,876.23
3006	Redev Tax Increm Reimb				0.00	0.00	0.00	15,798.65	0.00	15,798.65
3008	Suppl-Prior Secured				0.00	0.00	0.00	172.86	0.00	172.86
3010	Property Taxes-Current Sec				0.00	0.00	0.00	142,467.87	0.00	142,467.87
3011	Suppl-Current Secured				0.00	0.00	0.00	2,116.20	0.00	2,116.20
3015	Property Taxes-Current Uns				0.00	0.00	0.00	16,663.89	0.00	16,663.89
3017	Property Taxes-Curr Unsec				0.00	0.00	0.00	3,245.76	0.00	3,245.76
3030	Penalties & Costs-Deqing T				0.00	0.00	0.00	70.88	0.00	70.88
3380	Interest				0.00	0.00	0.00	1,873.22	0.00	1,873.22
3565	State-I/L Homeowners Prop				0.00	0.00	0.00	1,174.93	0.00	1,174.93
	SUB CLASS TOTAL				322,091.71	322,091.71	212,799.35	212,799.35	323,552.20	323,552.20

End of Report

Report ID: GLSF9109
Program: GLSF9109

Peoplesoft
MONTHLY GENERAL LEDGER TRIAL BALANCE

Page No. 2
Run Date 03/02/2021
Run Time 10:01:52

Fund:	4660	Beginning Balance	Year-to-Date Transaction	Current Balances
Calwa Park And Recreation Dist		Debit Accts	Debits	Debits Accts
Subclass: 10000		Credit Accts	Credits	Credit Accts
General Subclass				
GRAND TOTALS		322,091.71	212,799.35	323,552.20

End of Report

Journal Dates 02/01/2021 through 02/28/2021

Journal Date	Jrnl Src	Jrnl ID	Header Description	Line Ref	Debit Amount	Credit Amount
Fund: 4660 Calwa Park And Recreation Dist SUBCLASS: 10000 ACCOUNT: 0110						
Sub class: 10000 General Subclass						
Account: 0110						
Cash In Treasury						
			Beginning Balance			
			02/09/2021 REC 0001949497 Op Fund Entry - Main	356,364.18		
			02/17/2021 AUD 0001950763 21 - CURRENT UNSECURED INT CS11ST		100.55	50,000.00
			02/18/2021 AUD 0001950778 21 - CURRENT UNSECURED INT CUI 2ND		259.74	
			02/26/2021 AUD 0001952219 21 - Current Unsecured FY CU 20-21		16,663.89	
			02/26/2021 AUD 0001952226 21 - Current Secured Suppl CSS3		163.84	
			Cash In Treasury			
			Ending Balance		17,188.02	50,000.00
			Account Total			
			323,552.20			
Account: 2230						
			Beginning Balance			
			02/09/2021 REC 0001949497 Op Fund Entry - Main	3,102,103.17		
			Fund Balance - Unassigned			
			Ending Balance			
			Account Total		50,000.00	0.00
			3,152,103.17		50,000.00	
Account: 3011						
			Beginning Balance			
			02/26/2021 AUD 0001952226 21 - Current Secured Suppl CSS3	-1,952.36		
			Suppl-Current Secured			
			Ending Balance		0.00	163.84
			Account Total			163.84
			-2,116.20			
Account: 3015						
			Beginning Balance			
			02/26/2021 AUD 0001952219 21 - Current Unsecured FY CU 20-21	0.00		
			Property Taxes-Current Unsecrd			
			Ending Balance		0.00	16,663.89
			Account Total			16,663.89
			-16,663.89			
Account: 3380						
			Beginning Balance			
			02/17/2021 AUD 0001950763 21 - CURRENT UNSECURED INT CS11ST	-1,512.93		
			02/18/2021 AUD 0001950778 21 - CURRENT UNSECURED INT CUI 2ND			
			Interest			
			Ending Balance		0.00	100.55
			Account Total			259.74
			-1,873.22			360.29
Subclass Total						
					67,188.02	67,188.02
Fund Total						
					67,188.02	67,188.02



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MINUTES NOTICE AND AGENDA February 16, 2021 TIME – 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 442 630 5086
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON
Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR
Adam Ramos

BOARD VICE CHAIR
Raul Guerra Vice Chair

DISTRICT COUNSEL
Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member
Laura Garcia, Board Member
Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order at 5:34 p.m.

A. INVOCATION AND FLAG SALUTE

Were led by Board member Mary L. Rosales

B. APPROVAL OF AGENDA

Agenda was approved with Motion made by Board Member Mary L. Rosales and Seconded by Board Member Laura Garcia. Roll call vote as follows:

Board Chairperson Esmeralda Zamora's vote was a yes.

Board Vice Chair Raul Guerra's vote was a yes.

Board Member Jose Luis Sanchez's vote was a yes.

Board Member Laura Garcia's vote was a yes.

Board Member Mary L. Rosales' vote was a yes.

5-0 approve and 0- opposed.

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

D. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on any potential changes to Park operations **(Informational)**

- Calwa Park was closed for 2 weeks in January due to staff members testing positive to Covid-19 to make sure that public's safety such as vendors who were coming into the park were safe as well as for the safety of all staff. Calwa staff has all returned to work.
- Fresno just moved from the purple tier to the red tier.
- More vaccines are being made available in Fresno County; Calwa Park Staff did reach their goal of 350 people being registered for our vaccine site to be held on February 18, 2021.

A. NEW BUSINESS

1. Update on Swimming Pool Project **(Informational)**
Presented By: DA

- After pool tile is done and paid for the swimming pool budget will be 5,771.00, remaining budget will have to cover handicap lift, pool finish, deck, and fence.
- Industrial natural resource prices (steel, concrete, sand, etc.) are increasing since 2019 quotes that were given at that time for the pool.

- Zoom meeting requested with Ari Hernandez or have him attend next month's regular board meeting.

2. Bank Account information (all accounts) **(Informational)**

Presented By: DA

District administrator went over agenda pages 7-13 in detail for each account and gave board members opportunity to ask questions. Board Vice Chair Raul Guerra did ask how much of the budget for this fiscal year was going to be rolled over into next fiscal's year. District Administrator was going to look into exact number and let Board Members know.

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

Minutes- January 19, 2021

No questions or edits were suggested by Board Members; Minutes for January 19, 2021 were approved with Motion being made by Board Chairperson Esmeralda Zamora and Seconded by Board Member Mary L. Rosales. Roll call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes.
Board Vice Chair Raul Guerra vote was a yes.
Board Member Jose Luis Sanchez vote was a yes.
Board Member Laura Garcia's vote was a yes.
Board Member Mary L. Rosales vote was a yes.
5-0 approved and 0- opposed.

4. Update on Fire and Construction of bathrooms **(Informational)**

Presented By: DA

District Administrator went over pages 20 & 21 \$2,000 bill to cover gas and water heater work provided by Renaissance that would have to be paid out by Calwa Park and would not be covered by Insurance.

5. Prop 68, Master Plan **(Informational)**

Presented By: DA

Prop 68. Meeting for community to be held on February 25, 2021 at 5:30 p.m. where they would be able to vote on playground structure color scheme, equipment and have an input in general.

District Administrator has attended other seminars and classes for regional parks where he can apply for grants. He envisions having:

1. Walking loop
2. Toddlers play area.
3. Permanent fencing that could cost \$140,000 to have it all replaced.
4. Outdoor/indoor soccer field anywhere between \$75,000 to \$90,000
5. Redo and upgrade the basketball area.
6. Soccer field landscape

6. Review of AmeriGuard Security System Contracts for alarm and cameras
(Direction)
Presented By: DA
District Administrator went over pages 22-25 with Board members and asked them for direction on how much funding they wanted to dedicate to this item.
Internet speeds would be a deciding factor on what cameras and if we would be able to get the best usage.

- 7 District Administrator Report (**Informational**)

B. CLOSED SESSION

None

C. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

None

D. ADJOURNMENT

Meeting was adjourned at 7:23 p.m.

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 closed. 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:

March 16, 2021

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on February 12, 2021.

Signature



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

SPECIAL BOARD MEETING MINUTES NOTICE AND AGENDA February 23, 2021

TIME – 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 868-9168-6139
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

BOARD VICE CHAIR

Raul Guerra, Vice Chair

DISTRICT ADMINISTRATOR

Adam Ramos

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

Members of the public may address the Board on items under this Agenda.

CALL TO ORDER AND ROLL CALL

Meeting was called to order at 5:37 p.m. Roll call was as follows:

Board Chairperson Esmeralda Zamora was present.

Board Vice Chair Raul Guerra was present.

Board Member Jose Luis Sanchez was present.

Board Member Laura Garcia was present.

Board Member Mary L. Rosales was present.

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were led by Board Member Mary L. Rosales.

B. NEW BUSINESS

1. Receive and Consider Report on Swimming Pool Project from District Administrator; Ari Martinez Co-Pool Project Manager; and Mike Kludjian, Co-Pool Manager. Discussion, and Direction by Board on Follow Up Needed.

District Administrator overall meeting was to plan, organize, update project, and have everyone involved on the same page. It is very apparent that since the last group meeting and project being approved in November of 2017 that the prices of materials such as Gunite, shell, concrete and so on have gone up.

Ari Hernandez from Sal Quintero's office has reiterated that Sal Quintero "is very committed to getting project completed",

- Covid-19 has affected a lot of things such as crews getting back to work and so on.
- They are looking more funding to finish the swimming pool project.
- If there any issues with this project in the future to let Sal's office know.
- Ari spoke to David Pomaville with the health department about having the swimming pool permitted and that if the swimming pool was to be completed today for example that it would be opening at a very low level of capacity depending on the tier that Fresno County found itself in at that time.
- Prices on work left are being adjusted not sure if they are going up or down but they are looking into it so they can see about receiving donations based online items and amounts needed.
- Hilda suggested that a statement and timeline budget be created that can be sent out to everyone to be shared.

A. ADJOURNMENT

Meeting was adjourned at 6:38 p.m.

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NEXT REGULAR MEETING:

March 16, 2021

Certification of Posting

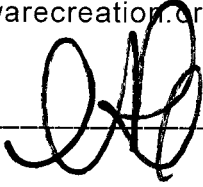
State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on February 22, 2021.

Signature

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, positioned above a horizontal line.

Calwa PMP Financial workshop[

sheila.urbandiversitydesign.com <sheila@urbandiversitydesign.com>

Wed 3/10/2021 10:36 AM

To: Adam Ramos <adam@calwarecreation.org>

Cc: Sandra Celedon-Castro <sceledon@fresnobhc.org>; Seleny Diaz <sdiaz@fresnobhc.org>

Hi Adam, just following up on the financial workshop with the Board. You were going to check with your board president and let me know if Calwa Board likes to hold a special meeting with the financial consultant (NBS). It will be good to hear from you either way. If the board decides to forgo the financial workshop, we can finish the plan document and incorporate financial recommendations we have got from NBS so far. Board will still have the opportunity to review the draft plan, and provide feedback and comments, which we will be able to incorporate into the final document.

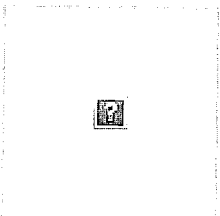
The financial workshop was just another opportunity for the Calwa Board to get engage on the details of the plan.

I reviewed the timeline for this project with both Sandra and Stacey, and we really need to move forward with Calwa PMP. Our goal is to have a complete draft ready for public review no later than **end of April**. I'm not sure what protocols need to be taken for the board workshop, and if there are any advance public notices that need to go out. I guess I'm not sure anymore if it is realistic to aim for that workshop at this point. Please let me know your thoughts.

Sandra, what is your advice?

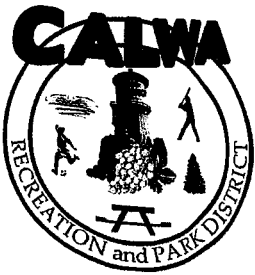
Thanks,

Sheila Hakimipour
Principal



Cell: 559.274.6445

<http://urbandiversitydesign.com>



Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR
PHONE: 559-264-6867 CELL: 559-476-9309

4545 E. CHURCH AVE
FRESNO CA 93725

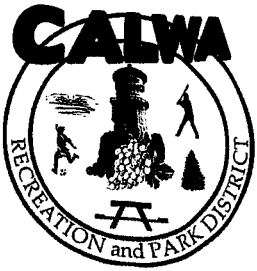
RECYCLE CENTER USE AND RENTAL CONTRACT FOR THE YEAR 2021-2022

We, the undersigned, representing "Calwa Recycle/Clinton Wyatt, Maria Para Perez", acknowledge and agree to the following:

1. That the Owner will pay a monthly rental fee of \$600.00 (\$600.00 upon signing this contract and \$600.00 each month no later than the 20th day of each month (arrangements may be with District Administrator in cases of constant severe weather that prohibit opening; this is at the discretion of District Administrator) for the Rental of the Recycle Center for the period of April 1st 2021.
2. Rent is due on the 1st of each month, with a 5 business day grace period.
3. That the Renter will have the right to remain open 365 days a year even during special events and rentals.
4. That the Renter is allowed to stay open during park hours 8 am-9 pm
5. That the Renter will let Calwa Recreation and Park District know of any changes that may affect the Park or Events at the Park.
6. That Calwa Recreation and Park District will be responsible for regular maintenance or repairs. Any damages caused by negligence or by the Renter, I the renter will be responsible for such repairs.
7. That the Renter is not responsible for any damages caused by other park events not related to the above named.
8. That Calwa Recreation and Park District has the right to have other events and use the Park at any time and notice will be given to me at least 30 days in advance, if not 30 at least two weeks in advance.
9. That the Renter cannot make any permanent alterations to the recycle center without the written approval from the District Administrator.
10. That the Renter is aware of the park's policy of no alcoholic beverages allowed at the park, especially during games, and that the renter is responsible for informing all employees about this policy, I understand and agree to the terms and conditions listed and I also understand that these terms and conditions are subject to change at the Administrators discretion.
11. That the Renter shall be responsible of maintaining a clean area(s) 30 feet south and 30 feet north from their location.
12. Renter should provide a minimum of 2 cameras of surveillance for their location and proof that the cameras are functional to DA, Renter may be subjected to random camera tests for proof of operation.
13. Renter shall provide an official display sign approved by District Administrator and shall be no larger than 24"X36.

Maria Para Perez and Nazario Bustos
Calwa Recycling Center Representative(s)

Adam J. Ramos
Calwa Recreation and Park District
District Administrator



Calwa Recreation and Park District

OFFICE OF DISTRICT ADMINISTRATOR
PHONE: 559-264-6867 CELL: 559-476-9309

4545 E. CHURCH AVE
FRESNO CA 93725

JEFF PFEIFFER GROUND CONTROL CONTRACT FOR THE YEAR 2021-2022

We, the undersigned, representing "Calwa Recycle/Jeff Pfeiffer", acknowledge and agree to the following:

Agreement between Jeff Pfeiffer and Calwa Park at 4545 E. Church Ave., Fresno Ca for ground squirrel infestations with sand and water.

I will treat CALWA Park monthly for 12 months at the rate of \$550/mo. with first payment payable upon completion of first treatment. Checks payable to Jeff Pfeiffer. After 12-month period of treatment, we will meet and reevaluate for moving forward with additional treatment if necessary.

It is strongly advised that CALWA install permanent signage in Spanish and English, "Please do not fee squirrels", to help ensure success.

Jeff Pfeiffer
Ground Control Representative

Adam J. Ramos
Calwa Recreation and Park District
District Administrator



AMERIGUARD

SECURITY SYSTEMS, INC.

5470 West Spruce Avenue, Suite 102 • Fresno, CA 93722
Tel.: 559-271-5984 • Fax: 559-271-5987 • ACO 6587

February 9, 2021

Calwa Parks and Recreation
4545 E. Church Ave
Fresno, Ca. 93725
Re: Alarm System /monitoring

Adam and Erika,

Per our walkthrough and conversation this proposal is to install a new wireless alarm system for Calwa Parks and Recreation. The system is designed to provide interior security coverage contacting all man doors with motion and glass break detection coverage.

The alarm system will have remote smart alarm services that you can control through your smart phone or tablet. A 4G LTE radio will be used as your primary communicator for all alarm signals to be sent our monitoring station. Our 24hr Ameriguard armed response team will respond to all burglary signals. You will receive **3 FREE false alarm responses** per month.

NEO Alarm Equipment

- 1x NEO HS2032 control panel
- 18x NEO wireless door contacts
- 9x NEO wireless motion sensors
- 4x NEO wireless glass break detectors
- 1x HS2RF9 LCD keypad
- 1x TL880 4G LTE cellular communicator
- 1x DSC interior siren
- 1x NEO wireless exterior siren
- 1x 12V back up battery
- 22-4 alarm wire
- 1x Power transformer
- AmeriGuard yard sign window sticker's

Estimated equipment sub total:	\$1,937.43
Estimated tax:	\$154.51
Estimated labor & programming:	\$724.00
Estimated total:	\$2,815.94

\$51.99

24 hr. Burglar monitoring - 4G LTE cellular communicator

24 hr. AmeriGuard armed vehicle response

24hr. Remote smart alarm services

(2 yr. agreement)

System Agreement and Payment Terms

Warranties

Components provided and installed by AmeriGuard are warranted by their respective manufacturers. All wiring and workmanship performed by AmeriGuard is warranted free of charge for one year.

All other wiring and workmanship performed by someone other AmeriGuard will not be warranted. In the event service is needed and equipment is under valid warranty we will fix, recalibrate or ship to respective manufacturers for replacement. Labor fees will apply for all service and warranty calls.

Payment Terms

All Payments due upon completion of work

System
Acceptance _____ Dated _____

Sincerely,

Eric Flores

Fw: unWired Broadband

Erica Linares <erica@calwarecreation.org>

Thu 2/25/2021 10:54 AM

To: Adam Ramos <adam@calwarecreation.org>

From: Jeff Perlichek <jperlichek@getunwired.com>**Sent:** Thursday, February 25, 2021 9:23 AM**To:** Erica Linares <erica@calwarecreation.org>**Subject:** unWired Broadband

Hi Erica,

It was great speaking with you. All our plans have unlimited data and guaranteed speeds. Our service works great for watching network applications, email, downloading files, security cameras, etc.

Based on what we discussed, if you are just using a couple of computers using the service, an 8mb plan would work for your needs.

- 6mb download / 1.5mb upload \$59.99
- 8mb download / 2mb upload \$79.99
- 10mb download / 2.5mb upload \$99.99
- 12mb download / 3mb upload \$119.99
- 14mb download / 3.5mb upload \$139.99
- 16mb download / 4mb upload \$159.99
- 18mb download / 4.5mb upload \$179.99
- 20mb download / 5mb upload \$199.99

Below are plans that are symmetrical, the upload and download speeds are the same. If you decide to get cameras where you need more upload speeds, these plans may work better for you. You can change your plan anytime.

- 5mb download / 5mb upload \$99.99
- 6mb download / 6mb upload \$119.99
- 7mb download / 7mb upload \$139.99
- 8mb download / 8mb upload \$159.99
- 9mb download / 9mb upload \$179.99
- 10mb download / 10mb upload \$199.99
- 11mb download / 11mb upload \$219.99
- 12mb download / 12mb upload \$239.99
- 13mb download / 13mb upload \$259.99
- 14mb download / 14mb upload \$279.99
- 15mb download / 15mb upload \$299.99

When making decisions on what plan to consider, these links may help:

[Broadband Speed Guide](#)

[How much Speed do I need?](#)

30 DAY NO-RISK-TRIAL.

Installation Fee:

- \$99 1-yr term
- \$0.00 2-yr term

Router:

- \$9.99/month OR you can supply your own

You can find a router on Amazon, Best Buy or even Walmart. The model we have available for rental is the [ASUS AC-1750](#). Any wireless router without a modem will work, some other routers that you can look at are here. [wireless routers](#) A standard router covers about 2500 sq. ft. Typically, the more expensive the router, the larger the coverage area.

Please feel free to reach out if you have questions and when you're ready to move forward.
559-206-6438.

Zoom Meeting requirements: [Zoom requirements](#)

[unWired Broadband - How it works](#)

What to Expect for Install: <https://www.getunwired.com/installation>

Respectfully,

Jeff Perlichek

Account Executive

jperlichek@getunwired.com

Direct number - 559-336-4157

Office number – 559-261-4444 Option 1



www.getunwired.com

The Valleys #1 Rural High-Speed

Fixed Wireless Internet Service Provider

FIXED WIRELESS – DATA CENTER

Local Service-No Data Limits-Latest Technology

Choose a popular plan

TELUS & Koodo Mobility customers – save an extra \$10/mo when you add Internet. Discount applied after your order is processed.¹

Our Best Deal

Fast
PureFibre Internet 150/150

\$90 per month
for 24 months, then \$105/month

Order online for a \$50 bill credit²

- 150 Mbps download speed³
- 150 Mbps upload speed
- 4-6 devices streaming or gaming

2 year term
Save \$15/mo

Select this plan

[View details](#)

Faster
PureFibre Gigabit Internet

\$99 per month
for 24 months, then \$160/month

Order online for a \$50 bill credit²

- 940 Mbps download speed³
- 940 Mbps upload speed
- 20+ devices streaming or gaming

2 year term
Save \$61/mo

Select this plan

[View details](#)

Fastest
PureFibre 1.5 Gigabit Internet

\$165 per month
for 24 months, then \$165/month

Order online for a \$50 bill credit²

- 1500 Mbps download speed³
- 940 Mbps upload speed
- 30+ devices streaming or gaming

2 year term

Select this plan

[View details](#)

Whole Home Bundle

Get Internet, Optik TV + SmartHome Security – starting at \$95/month.

[Start bundling >](#)



On April 1, Unlimited Internet Data will increase by \$5/mo. Sign up now on a 2 year term to get it included at no cost for 24 months.



Order Starlink

4545 E Church Ave, Fresno, CA 93725, USA

Starlink is targeting coverage in your area in mid to late 2021. You will receive a notification once your Starlink is ready to ship.

Hardware	\$499.00
Service	\$99.00 /mo
Shipping & Handling	\$50.00
Est. Tax	\$43.79

Due Today \$99.00

Service Information

First Name

Last Name

Phone Number

Email



Starlink Pre-Order Agreement

US - United States

Your pre-order agreement for two-way satellite-based internet service (“Services”) and a Starlink antenna, WiFi router, power supply and mount (“Starlink Kit” or “Kit”) is subject to the terms (“Terms”) of this Starlink Pre-Order Agreement. These Terms, those terms incorporated by reference, and the details you agree to in your order (“Order”) form the entire agreement (“Agreement”) between you and Space Exploration Technologies Corp. (“SpaceX”).

1. Deposit.

- 1.1 **Deposit Payment.** Your deposit payment (“Deposit Payment”) grants you priority within your region for securing Starlink Services when available. Your Deposit Payment is exclusive of any sales and use or other taxes. SpaceX will apply your Deposit Payment to the amount due on the Starlink Kit if and when the Starlink Kit and Services become available to you.
- 1.2 **Refundable Deposit. Prior to SpaceX shipping your Kit, your Deposit Payment is fully refundable and can be requested at any time via your Starlink account.** If you seek and obtain a refund, you will forfeit your priority position.
- 1.3 **Availability; Limitations.** Placing a Deposit Payment does not obligate SpaceX to provide you with the Starlink Kit and Services and does not guarantee that the Starlink Kit and Services will be available to you. Enrollment limits may apply. Starlink Kit designs and Services are subject to change based on technological innovation. The Service availability dates are estimates only and subject to change. SpaceX does not guarantee when Services will actually be available in your region. Service delivery is dependent on many factors, including various regulatory approvals.

2. Agreement to Purchase Starlink Kit and Services.

- 2.1 **Residential Use.** Services and the Starlink Kit are for use exclusively at the address you provided in

your Order, and only for personal, family, household or residential use.

- 2.2 **Payments.** When Services become available in your area, subject to Section 1.2 (Refundable Deposit), SpaceX will notify you by email that we are preparing to ship your Kit. You authorize SpaceX to charge your approved payment method for (a) a one-time purchase price on the balance of your Starlink Kit and any accessories, including shipping & handling and applicable taxes; and (b) monthly recurring charges, including applicable taxes, for the Services selected in your Order, starting 14 days after SpaceX ships your Starlink Kit.
- 2.3 **Payment Method.** You authorize SpaceX to charge an approved payment method, including ACH payments, credit or debit cards (where available) for all charges made under the Agreement. Use of a credit or debit card is subject to the terms and conditions in your card member agreement, including fees that may be charged by the issuer. If there is a change to your bank or card account information, including expiration date, you must update your payment information in the Starlink Customer Portal to avoid suspension or termination of Services and to enable SpaceX to process refunds. SpaceX may also update your payment method data with information provided by the payment service providers. You authorize us to continue to charge your payment method following any update to your information.
- 2.4 **Title to Starlink Kit.** SpaceX will transfer title to the Starlink Kit and any accessories to you only at the time of delivery.
- 2.5 **Shipping & Handling.** Shipping and handling charges will apply and are non-refundable. Please consult your Starlink account for an estimate of delivery times. Deliveries may require signature. SpaceX will use the carrier of its choice.
- 2.6 **Taxes, Fees, Surcharges.** In addition to charges for the Services, the Starlink Kit, and any accessories you buy, we may collect or request reimbursement for taxes and other fees and surcharges required by law, including, without limitation, value added, goods and services, consumption, sales, use, gross receipts, excise, and access. You are also responsible for any additional government fees, rights of way charges, license or permit fees, and any other duties, charges or surcharges imposed on the sale or use of the Services or Starlink Kit.
- 2.7 **Payment Disputes & Suspended Services.** Disputes on your Starlink bill should be handled via your account in the Starlink Customer Portal. In the event of a billing dispute, you must timely pay all undisputed amounts. If the payment dispute is resolved against you, or if you simply fail to pay for Services on time, you must pay the amounts due or your Services will be suspended until the overdue amounts are paid.
- 2.8 **Software Updates and License Terms.** Software copies and updates installed on the Starlink Kit are

not sold, only licensed to you personally (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to Software License and Usage Terms, and restrictions that SpaceX posts on the Starlink Customer Portal. SpaceX reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, and grants no license, except as expressly granted in this Agreement.

3. Starlink Kit Installation.

- 3.1 You are responsible for installation of the Starlink Kit in a location that has a clear field of view, per the Install Guide available in the Starlink Customer Portal. It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, restrictions, lease obligations and landlord/owner approvals and requirements for the installation of the Starlink Kit, to pay any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Services and the installation of the Starlink Kit. Should use of the Services require any construction or alteration to your property, SpaceX is not obliged to reimburse any expenses or restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your roof or penetration of your roof membrane. Follow the Install Guide. If you cannot safely install the Starlink Kit, do not install it.

4. Changes and Cancellation.

- 4.1 **Changes.** SpaceX may change or discontinue Services plans, prices, these Terms, and the Starlink Specifications from time to time. SpaceX will notify you prior to making material changes. By continuing to use the Services you agree to any changes.
- 4.2 **Cancellation Rights.** You can stop the recurring monthly payment and cancel Services at any time via your Starlink account located within the Starlink Customer Portal. You are not entitled to any refunds, except as set forth under Sections 1.2 (Refundable Deposit), 4.3 (Cancellation, Return and Full Refund) and 4.4 (Cancellation, Return and Partial Refund).
- 4.3 **Cancellation, Return and Full Refund.** You may return an undamaged Starlink Kit and any accessories within 30 days of receipt for a full refund for any reason, including the inability to receive Services at your address due to field-of-view issues. To return the Starlink Kit or any accessories, follow instructions in the Return Policy in the Starlink Customer Portal.
- 4.4 **Cancellation, Return and Partial Refund.** SpaceX will offer you the option to: (a) return and replace your Starlink Kit for a valid warranty claim based on Section 5.3 (Limited Remedies); or (b) receive a

partial refund on your Kit if SpaceX implements a Substantial Change within 12 months of accepting your Order and does not give you an option to continue on your original terms for the remainder of the 12-month time period. Such partial refund will be calculated on a 12-month straight-line depreciation basis. For example, if SpaceX implements a Substantial Change 3 months after your initial Order, you have the option to return your Kit, cancel Services and SpaceX will refund you 75% of the purchase price you paid for the Kit (you would not be entitled to refunds of recurring fees paid for the first 3 months of Services). Substantial Change means a price increase of more than 50% per month, or a downward correction of performance goals in the Starlink Specifications by more than 50%.

5. Limited Warranty, Disclaimers, Remedies and Liabilities.

- 5.1 **Limited Warranty.** The Starlink Kit and Services are novel, still in a beta testing phase, under development, and subject to change. SpaceX will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals set forth in the Starlink Specifications, as amended by SpaceX from time to time based on experience and innovation.
- 5.2 **Exclusions and Force Majeure.** SpaceX is not responsible for damage to the Starlink Kit after delivery, or for the operation of the Kit or the Services resulting from: (a) manual re-pointing of the antenna; (b) repair, modification, or disassembly of Starlink Kit by anyone other than SpaceX or its authorized agent; (c) failure to follow instructions, including by obstructing the Starlink Kit's field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of any substance on Starlink Kit; (f) planned or emergency maintenance on the network; (g) problems with your electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices not provided or approved by SpaceX; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; or (l) events not reasonably within SpaceX's control. Any credit, refund or rebate for any service unavailability or service outage is entirely at SpaceX's discretion.
- 5.3 **Limited Remedies.** If the Starlink Kit or Services fail to meet the limited warranty standard set forth in Section 5.1 (Limited Warranty) and SpaceX receives a valid, detailed, written warranty claim from you within 12 months after delivery of the Starlink Kit, SpaceX will either: (a) cure the discrepancy within 30 days of receiving your claim, including, at SpaceX's choice, by replacing or repairing your Starlink Kit (with a new, different or refurbished device or part, which will be covered by the limited warranty set forth in Section 5.1 (Limited Warranty) for the greater of 3 months or the remainder of the original 12-month warranty period), or (b) offer you the option to cancel Services and return your Starlink Kit for a partial refund as set forth under Section 3.4 (Cancellation, Return, and Partial

Refund). Once 12 months have passed from the delivery of the Starlink Kit, your sole remedy is that you can cancel Services any time and stop recurring charges starting the following month, but you are no longer entitled to any refunds (or any other remedies). The limited remedies prescribed in this Section 5.3 (Limited Remedies) are your sole and exclusive remedies in case of any warranty claims, breaches of contract or dissatisfaction with the Starlink Kit or Services.

- 5.4 **DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 5.1 (LIMITED WARRANTY), SPACEX PROVIDES THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY, CONDITION OR REPRESENTATION. SPACEX DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 5.5 **LIMITATIONS OF LIABILITY.** SPACEX WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. SPACEX'S LIABILITY UNDER THESE TERMS FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SPACEX UNDER THESE TERMS OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SPACEX WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.
- 5.6 **ASSUMPTION OF RISK.** YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

6. Compliance.

- 6.1 **Privacy.** SpaceX processes personal information as described in its [Starlink Privacy Policy](#), as amended from time to time.
- 6.2 **Acceptable Use Policy.** You agree not to use, or permit others to use, the Services in ways that (a)

violate any law or applicable regulation, (b) violate the Starlink Acceptable Use Policy, or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, or (d) interfere with the users, Services, or Starlink Kit of the Starlink network or other networks. You are responsible for complying with the terms for any third-party services (e.g., video streaming or gaming apps) that you subscribe to using Starlink Services.

6.3 **Trade Laws.** You must comply with all applicable International Trade Controls in the context of these Terms, which means applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations. You acknowledge that you are only authorized to access Services at the location identified on your Order, and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Controls.

6.4 **No Resale.** You may not resell access to the Services to others as a stand-alone service, unless agreed to in a separate agreement with SpaceX.

7. Indemnification.

You agree to compensate and hold harmless SpaceX against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Terms, any and all uses of your account, and your use of the Services. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the Acceptable Use Policy, or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Terms.

8. No Transfers, Assignments.

You may not assign, sell, or transfer this Agreement, software installed on the Starlink Kit, or access to Services without SpaceX's consent. Any attempted transfer or assignment will be null and void. SpaceX may terminate this Agreement for cause if you attempt to transfer Services or this Agreement. If your Starlink Kit is stolen, destroyed or otherwise removed from your premises without your authorization, you must provide notice via the Starlink Customer Portal immediately, or else you may be liable for payment for unauthorized use of the Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else. SpaceX can assign its rights and obligations under these Terms, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.

9. Termination by SpaceX.

SpaceX may, at any time, without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Services for: (a) a violation of these Terms, including the Starlink Acceptable Use Policy; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations required to bring Services; (e) your participation in fraudulent or illegal activities; (f) your withdrawal of consent to allow SpaceX to use your personal data to comply with applicable laws as described in the Starlink Privacy Policy; or (g) your failure to pay any fees owed for Services if you have not cured such non-payment within 10-day period of receiving a request to cure from SpaceX.

10. Governing Law.

For Services provided to, on, or in orbit around the planet Earth or the Moon, this Agreement and any disputes between us arising out of or related to this Agreement, including disputes regarding arbitrability (“Disputes”) will be governed by and construed in accordance with the laws of the State of California in the United States. For Services provided on Mars, or in transit to Mars via Starship or other spacecraft, the parties recognize Mars as a free planet and that no Earth-based government has authority or sovereignty over Martian activities. Accordingly, Disputes will be settled through self-governing principles, established in good faith, at the time of Martian settlement.

11. Agreement to Arbitrate.

- 11.1 **Please carefully read Section 11 (Agreement to Arbitrate), which applies to any Disputes between you and SpaceX.**
- 11.2 **Under these Terms, you and SpaceX each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the United States Commercial Arbitration Rules of the AAA. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.**
- 11.3 **Notice of Dispute.** If you have a Dispute, before initiating arbitration, you must send a Notice of Dispute to starlinkresolutions@spacex.com describing your issue and your desired resolution. If your Dispute has not been resolved within 60 days of submitting a notice, you may initiate arbitration as described above.
- 11.4 **Arbitration Costs and Fees.** If you commence an arbitration against SpaceX pursuant to this binding arbitration clause, SpaceX will pay the arbitration fees and expenses imposed by the AAA directly.

However, if the arbitrator finds your claim is frivolous or brought for an improper purpose, then SpaceX may seek reimbursement of any or all fees and expenses paid to AAA for the arbitration.

- 11.5 **PROHIBITION ON CLASS ARBITRATION.** YOU AND SPACEX AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND SPACEX MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR SPACEX AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

12. General Provisions.

- 12.1 **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- 12.2 **Eligibility.** You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services.
- 12.3 **Records.** You should keep copies of these Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records. SpaceX reserves the right to substitute, change, cancel, or add to any part of these Terms at any time upon notice to you, and your continued use of the Services constitutes agreement to the updated Terms. SpaceX will notify you prior to materially changing its Terms. Visit the Starlink Customer Portal for the most current Terms.
- 12.4 **Electronic Delivery Policy, Customer Consent and Notices.** You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, "Notices") provided by SpaceX or its affiliates via paper and/or electronic delivery at SpaceX's sole discretion. SpaceX may deliver or display Notices to you by email or pop-up window, or by posting a message on the Services or the Starlink Customer Portal. You may receive periodic texts, emails, or other communications from SpaceX, such as notices regarding expiration of your account and changes to these Terms.
- 12.5 **No Waiver.** No waiver by SpaceX of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by SpaceX of any right under these Terms will be construed as a

waiver of any other right. SpaceX will not be required to give notice to enforce strict adherence of these Terms. A waiver must be provided in writing by an authorized representative of SpaceX to be effective.

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RESOLUTION NO. 2021-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REGARDING PROCEDURES FOR CHECKS, WARRANTS, OR OTHER ORDERS FOR THE PAYMENT OF MONEY; AUTHORIZING PERSONS IN SPECIFIED POSITIONS TO ACT AS DISTRICT SIGNATORIES; AUTHORIZING SPECIFIED POSITIONS TO PICK UP VALIDATED CHECKS AND BLANK CHECKS STOCK; APPROVING THE CLOSING OF BANK ACCOUNT AND OPENING OF NEW BANK ACCOUNT; AND DIRECTING STAFF TO UPDATE ALL NECESSARY COUNTY AND BANK DOCUMENTS.

WHEREAS, the County Auditor-Controller/Treasure-Tax Collector and Banks that District does business with require documentation of authorized signatories and signatures; and

WHEREAS, the District needs to update its procedures by resolution due to (i) the hiring of new District Administrator; and

WHEREAS, the Board determines that it is necessary for the efficient administration of the fiscal affairs of the District that this resolution be passed and adopted.

NOW, THEREFORE, the Board of Directors hereby resolves as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. Each District check shall bear two signatures of the following directors:

- (a) Board Member: Mary Rosales
- (b) Board Member: Raul Guerra
- (c) Board Member: Laura Garcia
- (d) Board Member: Jose Luis Sanchez
- (e) Board Member: Esmeralda Zamora
- (f) District Administrator Adam J. Ramos

Section 3. Each bank doing business with the District is hereby authorized to honor checks, warrants, or other orders for the payment of money drawn in the name of the District on all its accounts when bearing the signature of one of the following directors:

- (a) Board Member: Mary Rosales
- (b) Board Member: Raul Guerra
- (c) Board Member: Laura Garcia

- (d) Board Member: Jose Luis Sanchez
- (e) Board Member: Esmeralda Zamora
- (f) District Administrator Adam J Ramos

Section 3. Until the position of District Administrator is filled, each check shall be signed by two Board Members. Electronic signatures on payroll checks are authorized.

Section 4. Staff is directed to cause the completion and submission of necessary documents regarding this resolution as required by the County Auditor Controller/Treasurer-Tax Collector and Banks doing business with the District.

Section 5. The following persons are authorized to pick up validated checks and blank checks stock from the County Auditor Controller/Treasurer-Tax Collector: District Administrator Adam Ramos and Office Assistant Erica Linares.

Section 6. Based on attempted fraud on the Bank of the West account, the Board approves the closing of the current account with Bank of the West and authorizes opening of a new account with that bank.

Section 7. This resolution shall become effective immediately upon its passage and adoption. All previous resolutions and approvals authorizing the honoring of signatures of District officials other than those set forth in this resolution are hereby rescinded.

CERTIFICATION

Adoption of the foregoing Resolution No. 2021-2 was moved by Director _____ and seconded by Director _____ and adopted on roll call at a Special Meeting held on March 25, 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Secretary of the Board of Directors