

For the Meeting of: 12/17/2024

Item: E.1

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Appointment in Lieu of Election and Administration of Oath of Office for Board Members Laura Garcia and Mary Rosales.

ATTACHMENTS: Certificate of Appointment
Election Code 10515(a)

RECOMMENDATION:

That the Oath of Office be administered to Board Members Laura Garcia and Mary Rosales who were appointed in lieu of election.

SUMMARY:

Both Laura Garcia and Mary Rosales filed a declaration of candidacy for the Calwa Board in the November 2024 Election, and were the only two to do so for the two Board seats. Pursuant to Election Code 10515(a), in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment. The Fresno County Board of Supervisors made the appointment at their October 8, 2024 meeting. As such, the Oath of Office can be administered to Laura Garcia and Mary Rosales.

FISCAL IMPACT:

NA.

Certificate of Appointment

This is to certify that

LAURA GARCIA DE LA O

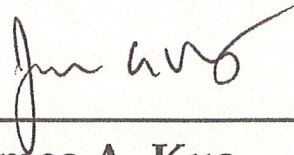
was appointed in lieu of election to the office of

*Calwa Recreation and Park District
Member, Board of Directors*

of the County of Fresno,
State of California, by the Board of Supervisors at
a meeting duly held therein on

October 8, 2024

In Witness Whereof, I have hereunto set
my hand and affixed my official seal this 3rd
day of December, 2024



James A. Kus
County Clerk/Registrar of Voters



CERTIFICATE OF APPOINTMENT
BOARD OF SUPERVISORS
FRESNO COUNTY, CALIFORNIA

I, NATHAN MAGSIG, Chairman, Board of Supervisors for the County of Fresno, State of California, do hereby certify that **LAURA GARCIA DE LA O** was duly appointed in lieu of election to the **Calwa Recreation and Park District** Board of Directors, for a term to expire December 1, 2028. This appointment is made pursuant to Elections Code §10515(a), which provides for appointment by the Board of Supervisors of a candidate who files a declaration of candidacy.

Date Appointed: October 8, 2024

NATHAN MAGSIG
Board of Supervisors



Chairman



OATH OF OFFICE
County of Fresno
State of California

I, **LAURA GARCIA DE LA O**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Appointee

Subscribed and sworn to (or affirmed) before me, this _____ day of _____, 20__.

(Signature of Person Administering Oath)

(Title)

Certificate of Appointment

This is to certify that

MARY LUPE ROSALES

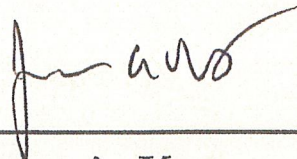
was appointed in lieu of election to the office of

*Calwa Recreation and Park District
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a meeting duly held therein on

October 8, 2024

In Witness Whereof, I have hereunto set
my hand and affixed my official seal this 3rd
day of December, 2024



James A. Kus
County Clerk/Registrar of Voters



CERTIFICATE OF APPOINTMENT
BOARD OF SUPERVISORS
FRESNO COUNTY, CALIFORNIA

I, NATHAN MAGSIG, Chairman, Board of Supervisors for the County of Fresno, State of California, do hereby certify that **MARY LUPE ROSALES** was duly appointed in lieu of election to the **Calwa Recreation and Park District Board of Directors**, for a term to expire December 1, 2028. This appointment is made pursuant to Elections Code §10515(a), which provides for appointment by the Board of Supervisors of a candidate who files a declaration of candidacy.

Date Appointed: October 8, 2024

NATHAN MAGSIG
Board of Supervisors



Chairman



OATH OF OFFICE
County of Fresno
State of California

I, **MARY LUPE ROSALES**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Appointee

Subscribed and sworn to (or affirmed) before me, this _____ day of _____, 20__.

(Signature of Person Administering Oath)

(Title)

GENERAL INFORMATION REGARDING OATHS OF OFFICE

GOVERNMENT CODE §1360

Unless otherwise provided, following any election or appointment and before any officer enters on the duties of his or her office, he or she shall take and subscribe the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California.

THE FOLLOWING CODES LIST THE INDIVIDUALS WHO MAY ADMINISTER OATHS:

GOVERNMENT CODE §1225

- (a) An executive officer, a judicial officer, and a Member of the Legislature may administer and certify oaths.
- (b) A former judge of a court of record in this state who retired or resigned from office shall be deemed a judicial officer for purposes of this section, if he or she satisfies the conditions set forth in subdivision (c) of Section 2093 of the Code of Civil Procedure.
- (c) A law, rule, or regulation regarding the confidentiality of proceedings of the Commission on Judicial Performance shall not be construed to prohibit the commission from issuing a certificate as provided for in this section.
(Amended by Stats. 2016, Ch. 86, Sec. 148. (SB 1171) Effective January 1, 2017.)

GOVERNMENT CODE §24000

The officers of a county are:

- (a) A district attorney.
- (b) A sheriff.
- (c) A county clerk.
- (d) A controller.
- (e) An auditor, who shall be ex officio controller.
- (f) A treasurer.
- (g) A recorder.
- (h) A license collector.
- (i) A tax collector, who shall be ex officio license collector.
- (j) An assessor.
- (k) A superintendent of schools.
- (l) A public administrator.
- (m) A coroner.
- (n) A surveyor.
- (o) Members of the board of supervisors.
- (p) A county veterinarian.
- (q) A fish and game warden.
- (r) A county librarian.
- (s) A county health officer.
- (t) An administrative officer.
- (u) A director of finance.
- (v) A road commissioner.
- (w) A public guardian.
- (x) A chief probation officer.
- (y) Such other officers as are provided by law.
(Amended by Stats. 2017, Ch. 17, Sec. 15. (AB 103) Effective June 27, 2017.)

GOVERNMENT CODE §24057

Every county officer and the officer's deputies may administer and certify oaths.
(Amended by Stats. 1998, Ch. 931, Sec. 193. Effective September 28, 1998.)

GOVERNMENT CODE §25100.5

The clerk to the Board of Supervisors may administer and certify oaths.

GOVERNMENT CODE §40603

The mayor may administer oaths and affirmations, take affidavits, and certify them.

GOVERNMENT CODE §40813

The city clerk may appoint deputies, for whose acts the city clerk and the city clerk's bondsperson are responsible. The deputies shall hold office at the pleasure of the city clerk and receive the compensation as provided by the legislative body.

CODE OF CIVIL PROCEDURE §2093

Every judicial officer, court, judge or appellate justice, including former judges if in good standing; the clerk of any court, a notary public.

Elections Code - ELEC

DIVISION 10. LOCAL, SPECIAL, VACANCY, AND CONSOLIDATED ELECTIONS [10000 - 10735]

(Division 10 enacted by Stats. 1994, Ch. 920, Sec. 2.)

PART 4. UNIFORM DISTRICT ELECTION LAW [10500 - 10556]

(Part 4 enacted by Stats. 1994, Ch. 920, Sec. 2.)

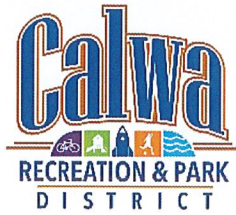
10515.

(a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

(c) Where a director must be appointed to represent a division, all or most of which is not within the county governed by the supervising authority, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment.

(Enacted by Stats. 1994, Ch. 920, Sec. 2.)



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

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

RECOMMENDATION:

That the Board consider renewal of contracts with District Vendors: Maria Del Carmen Parra Bucio, Erika Lopez, Cruz Delgado, Johana Espinoza, and Blanca Parra with Efren Sanchez.

SUMMARY:

District hosts several individuals, organizations, businesses, and volunteers who provide a service to the community. We currently are contracted with the following:

Boxing - Elias Blajos
Snack Bar - Blanca Parra with Efren Sanchez
Zumba - Johana Espinoza
Recycling - Maria Del Carmen Parra Bucio
Karate - Cruz Delgado

The above contracts expire the end of December, with the exception of Boxing that was renewed for 2025 at last month's Board Meeting.

All contracts are subject to a ten percent (10%) increase, pursuant to the FY 2024/25 Adopted Budget. Other changes include recently amended agreements for the Snack Bar (to account for Prop 68 Remodel Project) and Recycling (to account for operation hours and other requirements).

FISCAL IMPACT

Estimated revenue for rent per month with new charges is estimated at \$2,871.00.

Boxing:	\$ 220
Snack Bar:	\$1,320 (or \$660 during Prop 68 Construction)
Zumba:	\$ 396 (=\$275 morning + \$121 evening)
Recycling:	\$ 770
Karate:	\$ 165



RENTAL AGREEMENT

Calwa Recreation and Park District

Tenants Blanca Parra and Efren Sanchez- El Dorado Taqueria

This Agreement is made this date, January 1, 2025 between Calwa Recreation & Park District (**Landlord**) and Blanca Parra and Efren Sanchez, an individual(s) doing business as El Dorado Taqueria (**Tenant**).

1. Premises:

The Premises will consist of a snack bar building located north of the parking lot located within the Calwa Recreation & Park District property situated at 4545 E. Church Avenue, Fresno, CA 93725. The Premises together with all other buildings and parking area for the Calwa Recreation and Park District is owned by Landlord. During construction of the Prop 68 Rehabilitation project the Tenant's Food Truck is to be used and situated at the south westerly corner of the parking lot during operational hours. Storage during off hours is allowed behind the administration building at Tenant's risk. Electrical Utility use for the Food Truck is included.

2. Term:

The term of this Agreement shall be for a term of one (1) calendar year commencing January 1, 2025 (Commencement Date) and ending on December 31, 2025 In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year excluding the Thanksgiving and Christmas holidays that the Park is closed.

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

3. Rent:

a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid in lawful money of the United States of America forwarded to the Landlord at the address specified in this Agreement. Rent shall be \$1,320 per month which includes natural gas and electricity.

Monthly rent to be \$660 per month during the time period of the Prop 68 Park Rehabilitation construction. If the construction starts after the 1st of the month, rent will be prorated at current rent during days of Snack Bar use and new rent at Food Truck use.

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

4. Permitted and Prohibited Uses:

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

(1) Tenant shall be permitted to use food truck once construction begins for Prop 68 project.

b. Prohibited Uses:

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

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

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

(4) Tenant shall secure permission from the District Administrator to use its Food Truck for commercial purposes at Calwa Park and will be subject to an additional fee. Tenant will be responsible for any damages caused by the Food Truck in District property. The Food Truck will not be allowed to park on any green space.

5. Ordinances and Statutes:

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

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

6. Assignment and Subletting:

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

7. Indemnification:

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from a breach or default in the performance or obligation on Tenant's part to be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

8. Insurance:

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

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

9. Termination of Agreement: This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days' notice to the other party.
- b. With notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

10. Attorney Fees:

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

11. Waiver:

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

12. Legal Notice:

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

13. California Law:

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

14. Heirs, Assigns Successors:

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

15. Entire Agreement:

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

SIGNATURES ON NEXT PAGE

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

CALWA RECREATION AND PARK District

Tim Chapa, District Administrator

Date: -----

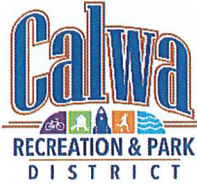
EL DORADO TAQUERIA Y BOTANA

Efren Sanchez

Date: -----

Blanca Parra

Date: -----



CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

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

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This agreement shall commence on January 1, 2025 and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall" solely to conduct a Zumba dance program.
 - a. District agrees to keep the temperature inside the hall extension according to the PG&E guidelines for 78 degrees in the summer and 68 degrees in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit one promotional sign with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

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

- d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students.
 - e. Licensee agrees to provide internet services connections and equipment required for classes, including stereo and speakers.
 - f. Licensee further agrees that District shall not at any time be liable for damage, theft, or vandalism to property in or upon the facility, even when outside dates and times of permitted use.
 - g. Keep accurate enrollment records, including the students name, contact information (i.e. address, phone numbers, email address, etc.) and attendance records; and name of parents if a minor. Licensee shall provide a copy of these records to District on a monthly basis.
 - h. Licensee will be responsible for the operations of their classes and District will have no right to direct, supervise, or control the day-to-day operations or activities of the classes taught by Licensee.
 - i. Licensee shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by District or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon District in maintaining the building.
 - j. Licensee shall be respectful to other instructors, participants, and members of the public using the Hall during shared times and shall require that participants who are not following District rules are asked to leave the class.
 - k. Substitute instructors shall not be permitted. Only Licensee may conduct classes and designated Licensee staff.
 - l. Shall create a positive, welcoming environment for all community members.
 - m. Shall not assign or sublease this License Agreement to anyone.
 - n. Shall not allow or participant in the selling or distribution of any services or products during or after class while on District property.
 - o. Shall provide District with five days advance notice when hosting a "Zumbathon" event.
- 4. State Law Requirements for Fingerprinting:** Because Licensee may provide services to minors, Compliance with Public Resource Code, Section 5164 and to

the extent the Licensee and or his/her employees, designated Licensee staff, or volunteers shall have supervisory or disciplinary authority over any minor under the age of 18, fingerprinting is required as part of the services to be performed hereunder, the Licensee is required to ensure as follows:

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

5. Dates and Times of Permitted Use: The classes will be held commencing at 10:00 am and ending at 11:00 am Monday-Friday and a second class commencing at 6:30 pm and ending at 7:20 pm on Monday-Thursday except as noted in subsections a to f below. The classes shall only last (1 hour).

- a. No access shall be granted on: December 24, 2024, December 25, 2024, and January 31, 2025.
- b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
- c. Licensee shall submit a written schedule or requested change of schedule of classes to District Administrator for approval.
- d. No classes shall be permitted on the third Tuesday of each month.
- e. No classes shall be permitted on dates when the Board has Special

Meetings. District shall notify Licensee of such Special Meetings at least five (5) days in advance which will require Licensee to cancel class or, if possible, reschedule as approved by District Administrator.

6. **License Fee:** Licensee shall make payments in the amount of \$275.00 for the first morning class and an additional \$121 for the second evening class monthly to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month. When the District has Regular and Special Board Meetings a \$9.00 credit per meeting will be applied for the next month's charges.
7. **Independent Contractor:** Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.
8. **Compliance with Laws and Regulations:** Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof. This includes obtaining any required licenses or permits.
9. **Indemnification:** Licensee shall indemnify, defend, and hold harmless District, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits administrative proceedings, arising out of any act of neglect by Licensee', its agents, employees, contractors, Lessees, participants, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement.

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

- a. Licensee acknowledges that District has advised them that while it is not a requirement for this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance does not in any way transfer the responsibility or burden for having such to District.
- b. District shall not at any time be liable for damage or injury to person or property

in or upon the facility during the license periods.

- c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.

10. Restoration: If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.

11. Assignment and Sublicensing: Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time by may not exceed two weeks.

12. Termination: This Agreement may be terminated based upon any one or more of the following events:

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

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

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

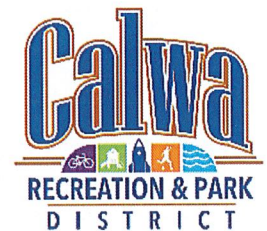
15. Venue: Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

Tim Chapa
District Administrator
Calwa Recreation and Park District

Date: _____



Johana Espinoza
Owner/Operator
Zumba Instructor Class I

Date: _____



RENTAL AGREEMENT

Calwa Recreation and Park District

Tenant-Calwa Recycling: Maria Del Carmen Parra Bucio

This Agreement is made this date, January 1st, 2025, between Calwa Recreation & Park District (**Landlord**) and Maria Del Carmen Parra Bucio, an individual(s) doing business as Calwa Recycling, (**Tenant**)

1. Premises:

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

2. Term:

The term of this Agreement shall be for a term of one (1) calendar year commencing January 1st, 2023, (Commencement Date) and continuing thereafter until terminated. In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year, Monday through Saturday commencing at 8:00am and ending at 2:00pm, excluding the (3) days of Thanksgiving (11/25/24), Christmas (12/25/24), and New Year (01/01/25).

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

3. Rent:

- a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid in lawful money of the United States of America forwarded to the Landlord at the address specified in this agreement. Rent shall be \$770.00 per month.
- b. Electricity and natural gas charges will be applied to Tenant and provided through Pacific Gas and Electric (PG&E). Those charges will be provided by the Landlord with a statement and invoice upon receiving statement from PG&E monthly. Electricity and gas charges will be due in accordance with the statement due date.

A payment received after the tenth (10th) day of each month shall be subject to a late charge of ten percent (10%) in addition to the amount due. Tenant shall be required to make all rent payments in the form of a money order or cashier check.

4. Permitted and Prohibited Uses:

- a. Permitted Uses: Tenant shall use the Premises solely as a Recycling Center.
- b. Prohibited Uses:
 - (1) Tenant shall not do or permit anything to be done on or about Premises which will materially obstruct or interfere with the rights of visitors or staff of the Calwa Recreation & Park District.
 - (2) Tenant agrees not to allow the Premises to be used for any unlawful or objectionable purpose nor shall Tenant cause, maintain or permit any nuisance in or about the Premises.
 - (3) Tenant shall not sell alcoholic beverages, tobacco, cigarettes, e-cigarettes, marijuana or illegal substances.
 - (4) Tenant is responsible for all staff employed through Calwa Recycling.

5. Tenant Requirements

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

6. Ordinances and Statutes:

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

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

7. Assignment and Subletting:

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

8. Indemnification:

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from a breach or default in the performance or obligation on Tenant's part to be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any claim against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

9. Insurance:

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

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

10. Termination of Agreement: This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days' notice to the other party.
- b. With notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

11. Attorney Fees:

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

12. Waiver:

No failure of Landlord to enforce any term hereof shall be deemed to be a waiver and one or more waiver of any term or condition of this Agreement by either party shall

not be considered by the other party as a waiver of subsequent breach of the same or any other term or condition of this Agreement.

13. Legal Notice:

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

14. California Law:

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

15. Heirs, Assigns Successors:

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

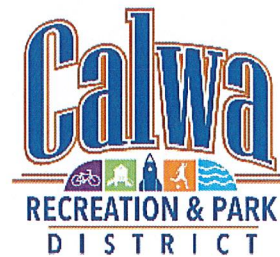
16. Entire Agreement:

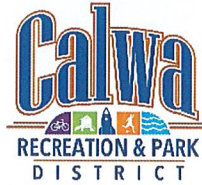
The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

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

Tim Chapa, District Administrator
Calwa Recreation and Park District
Landlord

Maria Parra,
Calwa Recycling
Tenant





CALWA RECREATION & PARK DISTRICT COMMUNITY CENTER HALL LICENSE AGREEMENT

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

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

1. **Term:** This agreement shall commence on January 1, 2025 and continue for a one (1) year period, or unless terminated earlier as provided in this Agreement. If Licensee wishes to renew for another one (1) year period, Licensee shall provide notice to District thirty (30) days before the (1) year period ends.
2. **Premises:** District, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use the Community Center Hall, hereinafter referred to as "Hall," solely to conduct a karate sport program.
 - a. District agrees to keep the temperature inside the hall extension according to the PG&E guidelines for 78 degrees in the summer and 68 degrees in the winter. The temperature may fluctuate between those two extremes at any point during the year.
 - b. Licensee agrees to accept the Hall in its "as-is" condition "with all faults."
 - c. District agrees to provide adequate lighting in the Hall and both restrooms, and one working electrical outlet for use by Licensee in the Hall.
 - d. District agrees to permit two promotional signs with sign locations subject to District Administrator approval.

3. Licensee Requirements

Licensee Shall:

- a. Use the premises to operate a karate program only for youth between the ages of 4 and 17. Any other use may only be permitted in writing by the District Administrator.
- b. Conduct classes in the hall only. Licensee must ensure that participants are restricted to the areas of the Hall where classes are held.
- c. Licensee must ensure that participants and their guests (including underage children) are restricted to the areas of the Hall where the classes are held.
- d. Provide, unless otherwise agreed upon by both parties, and be solely responsible for, all necessary equipment, records, and clean-up to insure effective instruction and safety of all students.
- e. Licensee agrees to provide internet services connections and equipment required for classes, including stereo and speakers.

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

4. State Law Requirements for Fingerprinting:

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

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

5. Dates and Times of Permitted Use: The classes will be held commencing at 5:00pm and ending at 6:00pm on Wednesday and 10:30am-11:30am Saturday, starting on January 1, 2024. The classes shall only last (1 hour).

- a. No access shall be granted on: December 24, 2024, December 25, 2024 and January 1, 2025.
- b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
- c. Licensee shall submit a written schedule or requested change of schedule of classes to District Administrator for approval.
- d. No classes shall be permitted on the third Tuesday of each month.
- e. No classes shall be permitted on dates when the Board has Special Meetings.
- f. District shall notify Licensee of such Special Meetings at least three (3) days in advance which will require Licensee to cancel class or, if possible, reschedule as approved by District Administrator.

6. License Fee: License shall make payments in the amount of \$165.00 to the District as a license fee for the use of the Hall, the amount will be due on or before the 1st of every month.

7. Independent Contractor: Licensee enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Licensee agrees that they are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect. Licensee is responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for themselves and for their employees and subcontractors.

8. Compliance with Laws and Regulations: Licensee shall, at Licensee's expense, faithfully observe and comply with all District, Municipal, State and Federal laws, regulations, rules, requirements and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to Hall, its building or use thereof.

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

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

- a. Licensee acknowledges that District has advised them that while it is not a requirement for this agreement, general liability insurance protects Licensee from claims for financial, personal injury, property damage and other damages by students. Failure on the part of Licensee to secure general liability insurance

does not in any way transfer the responsibility or burden for having such to District.

- b. District shall not at any time be liable for damage or injury to person or property in or upon the facility during the license periods.
- c. Licensee agrees to have class participants sign waivers provided by the District for indemnification and release of liabilities. District may prohibit entry to classes by individuals refusing to sign waivers. It is the responsibility of Licensee to ensure that all participants sign and turn in waivers to District personnel.

10. Restoration: If any damage occurs to the Hall, fixtures or equipment, or if any repairs or replacements need to be made to those as a result of Licensee exercise of its rights under this Agreement, Licensee shall pay District for any such damage, repairs or replacements upon demand by District.

11. Assignment and Sublicensing: Licensee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof the use of the Hall to any party. Class instructors may be substituted at Licensee's discretion for a period of up to two weeks by notifying the District Administrator in advance. Note in particular, the requirements of Section 4 must be met by any substitute instructor. All legal obligations and responsibilities assigned to Licensee in this Agreement are hence transferred to the substitute for the agreed period of time by may not exceed two weeks.

12. Termination: This Agreement may be terminated based upon any one or more of the following events:

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

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

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

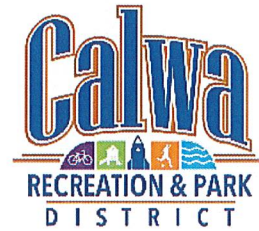
15. Venue: Any lawsuit arising from this Agreement shall be filed in Fresno County, California.

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

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

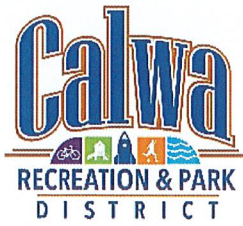
Tim Chapa
District Administrator
Calwa Recreation and Park District

Date: _____



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

Date: _____



For the Meeting of: 12/17/2024

Item: E.3

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

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Amend the Vacation Policy of the Personnel Rules and Regulations

ATTACHMENTS:
Resolution 2024-14

RECOMMENDATION:

That the Board consider amending the Personnel Rules and Regulations, Section 6.2, Vacation.

SUMMARY:

The FY June 30, 2023 Audit identified a long term liability for vacation accruals, prior to this date audits did not include the liability due to a miscommunication between Staff and the Auditors. As a result of this review, it was noted that the current vacation policy does not include a cap, and that the accrual rates may need to be adjusted consistent with District size and capacity.

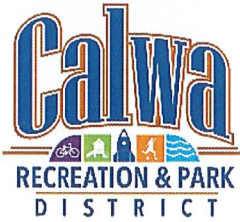
BACKGROUND:

As noted above, a long term liability for paid time off accruals is an important part of the audit process. As noted by the Auditors, not only should the District include a long term liability for paid time off accruals, there was no cap for vacation accruals. The current schedule is as follows:

Current Vacation Accrual

Years of Service	Annual Accrual	Per Pay Period
One	40 hours	1.54 hours
Two	80 hours	3.08 hours
Ten	120 hours	4.61 hours

The District Administrator and District Accounting Consultant are proposing the following schedule:



CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

Proposed Vacation Accrual

Years of Service	Annual Accrual	Per Pay Period
One to Five	40 hours	1.54 hours
Five to Ten	60 hours	2.31 hours
Ten to Fifteen	80 hours	3.08 hours
Sixteen	120 hours	4.62 hours

Additionally, they are also recommending the following regarding a vacation cap:

- Accrual cap of 200 hours.
- No further accruals until the vacation hours are reduced below the cap.
- Effective date of 12/29/24.
- In 2024 only, for any employee whose vacation balance as of 12/29/24 exceeds the cap will receive a cash out to reduce their hours within the cap.
 - The amount of hours are to be cashed out at a rate of their excess above the cap plus one-fourth of their annual accrual.
 - The cash out will occur at the last pay period of 2024.

FISCAL IMPACT:

Approximately \$9,000 based on employee(s) whose vacation balance exceeds the cap as of 12/29/24.

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA RECREATION AND PARK DISTRICT REVISING THE VACATION POLICY

WHEREAS, the Fiscal Year Audit ending June 30, 2023 identified a long term liability for vacation accruals, and

WHEREAS, the Audit identified that the current policy did not include a cap; and

WHEREAS, that employee(s) with high balances accumulated the balances due to, in part, the current tier levels for accrued vacation, and

WHEREAS, the Audit recommended an implementation of a cap and a review of the current tier levels, and

WHEREAS, the District Administrator and District Consultant Accountant have proposed the implementation of an accrual cap along with a revised tier schedule.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Calwa Recreation and Park District as follows:

SECTION 1. FINDINGS. The Board finds and declares as follows:

- A.
- B. The above recitals are true and correct.
- C. Personnel Policy, Section 6.2 is revised as follows:
 - a. Full Time Employees will accrue vacation as follows:

Years of Service	Annual Accrual	Per Pay Period
One to Five	40 hours	1.54 hours
Five to Ten	60 hours	2.31 hours
Ten to Fifteen	80 hours	3.08 hours
Sixteen	120 hours	4.62 hours

- b. Vacation accrual will be capped at 200 hours with no further accruals until/unless the balance is reduced below the cap.
 - c. For 2024, any employee whose balance exceeds the cap will be reduced to 200 hours less one-fourth the employee’s accrual rate, above. The difference between the original balance and the reduced balance will be cashed out at the employee’s rate of pay as of 12/29/24.

SECTION 2. EFFECTIVE DATE. This Resolution will become effective immediately upon adoption and will remain effective unless repealed, amended, or superseded.

(Certification on following page)

CERTIFICATION

Adoption of the foregoing Resolution No. 2024-14 was moved by Director _____,
seconded by Director _____, and adopted at a regular meeting on December 17, 2024,
by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

ATTEST:

District Secretary

Calwa Recreation and Park District

DA Park Updates

12/17/24

Staff

PT Maintenance Worker Johnny Melendez was released and Steven Nunez has been hired. We are still down one position and will be recruiting anew after the holidays.

For the upcoming holidays, the park will be closed on Christmas. Additionally, the park will close early on Christmas Eve and New Year's Eve, as well as the Christmas Dinner. Staff will be having a Christmas Dinner on December 20th, funded mostly by recycling revenue.

Events

The annual Toy Giveaway will be on Friday, December 20th. We have registered 200 local children who will be receiving gifts. We would welcome any volunteers for the event.

Food distributions are continuing every 2nd and 4th Wednesday, and are well attended.

Projects

Miscellaneous. NA

BHC Renovation Project. This project is still delayed due to continued negotiations with the bidder to get the project within budget. Optimistically, the project will be awarded in December with construction in January. I expect to have a verbal update available for the meeting.

Pool Project. Dyson Architects have initiated the first phase of their study, Evaluation, which should be completed by the end of February.

Futsal Project. Todd Asphalt commenced construction last week. The tentative schedule for site preparation is as follows:

- December 9th to the 13-
 - Survey area for private utility lines
 - Square up pad and mark for trenching/lighting
 - trench electrical line
 - install conduit for lighting and backfill
- December 16th through 20th
 - Grade and compact subgrade with compaction test
- December 23rd to January 3rd
 - Tosted Asphalt closed for holiday
- January 6th to 10th
 - Frame and pour concrete pad, with 30 days to cure

Field Installation is tentatively scheduled for mid February