



Play Up. Live Up.

**TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT
490 WEST "D" STREET, TEHACHAPI, CA 93561**

**REGULAR BOARD MEETING
TUESDAY, DECEMBER 18, 2012, 5:30 P.M.**

BOARD OF DIRECTORS

GAYLE STEWART, CHAIRPERSON
PAUL PRESS, VICE-CHAIRPERSON
PAULETTE RUSH, SECRETARY
NICK CYR, DIRECTOR
BRIAN DUHART, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

The Tehachapi Valley Recreation and Parks District Board of Directors welcome public comments on any items within the subject matter jurisdiction of the District. We respectfully request that this public forum be utilized in a positive and constructive manner. Items addressed during Public Comment section are generally matters not included on the posted agenda and therefore the Board will take no action at this meeting. Such items, however, may be added to future meeting's agenda. Speakers are limited to two (2) minutes. Please state your name or organization represented, if any, before making presentation. Thank you!

A. Presentation of Certificate of Appreciation for Eagle Scout Project: Klayton Duxbury

B. Presentation of Certificate of Appreciation for Eagle Scout Project: Colton Roney

4. CONSENT CALENDAR

All items listed on the Consent Calendar shall be considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board or a member of the audience request specific items to be removed from the Consent Calendar for separate action.

A. Secretary Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 1)

B. Approval of Minutes from the Special Board Meeting (In Place of 11/20/12 Regular Board Meeting) held November 27, 2012 (Pages 2-5)

C. Approval of Financial Reports (Pages 6-13)

5. CORRESPONDENCE (None)

6. PROGRAM REPORT (Pages 14–17)

7. FACILITY REPORT (Page 18)

8. INTERIM DISTRICT MANAGER REPORT (Page 19)

9. AGENDA ITEMS

- A. Approval of Bank Account Change, Resolution #01-12 (Pages 20–21)
- B. Approval of agreement with Tim Trujillo, dba HR Focus, Resolution #02-12 (Pages 22–31)
- C. Approval of agreement with Marlene Lewis, dba Better Ledger, Resolution #03-12 (Pages 32–41)
- D. Appointment of Standing Committee chairs (Page 42):
 - (1) Personnel and Personnel Policies, Resolution #04-12 (Page 43)
 - (2) Budget and Finance, Resolution #05-12 (Page 44)
 - (3) Program and Program Policy, Resolution #06-12 (Page 45)
 - (4) Park and Facility Improvement and Development, Resolution #07-12 (Page 46)

10. BOARD OF DIRECTORS' TIME

Opportunity for the Board to comment on items not listed on the agenda.

11. OTHER BUSINESS

12. CLOSED SESSION

- A. Interim District Manager performance review per GOVERNMENT CODE SECTION 54957 (b)(1)

13. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Parks District scheduled on January 15, 2013



CERTIFICATE OF POSTING AGENDA

I, the Acting Clerk of the Tehachapi Valley Recreation and Parks District Board of Directors hereby certify that a copy of the December 18, 2012, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, December 14, 2012, at 5:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at www.tvrpd.org

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Parks District Board of directors on the 14th day of December, 2012.

Dated this 18th day of December, 2012

Carrie Champlin
Acting Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING OF THE TEHACHAPI
VALLEY RECREATION AND PARKS DISTRICT
TEHACHAPI, CALIFORNIA 93561**

NOVEMBER 27, 2012

5:40 P.M.

BOARD MEMBERS

Gayle Stewart, Chairman
Paul Press, Vice Chairman
Paulette Rush, Secretary
Nick Cyr, Director
Brian Duhart, Director

ALSO PRESENT

Michelle Vance, Field Representative
Glenn Baumann
Bob Hedman
Leanne Williams
Matt Martz, *Tehachapi News*

FLAG SALUTE

Director Cyr led the Flag Salute

ROLL CALL

Chairperson Gayle Stewart and Secretary Paulette Rush were absent.

PUBLIC COMMENTS

None

CONSENT CALENDAR

MOTION: Cyr/Duhart to approve the consent calendar.
Ayes All.

CORRESPONDENCE

Vice Chairman Press and Director Duhart had a brief discussion regarding the possible fifteen percent savings incentive offered by CAPRI.

MOTION: Duhart/Cyr to approve the correspondence with the stipulation that Interim District Manager Williams investigate the cost expense that would be incurred for an employee to attend a CAPRI workshop, and to determine if attending a workshop would be cost effective.
Ayes All.

INTERIM DISTRICT MANAGER REPORT

- Interim Manager Williams thanked Better Ledger book keeping for their attention to detail and appreciated the job that they are doing for the District.
- Williams reported that numbering of the Brite Lake envelopes was instituted as a part of the cash system changes that are being made.

- Williams reported that the pool manager, Bridgette Dalmas will be stepping down and joining the United States Air Force. We wish her all the best in her future endeavors. We welcome Caroline Moore as our pool manager.
- Williams reported that she has been working on the review and renewal of the Districts medical plan and that she will make a full report when she has all of the details. Williams also stated that she continues to work on the review of the Districts benefit package.
- Williams reported that cell phones are going to be implemented in the maintenance department to improve the communication with the offsite maintenance staff.
- Vice Chairman Press stated that he wanted to make sure that staff would be required to sign a document that states the Districts phone policy when they check out a maintenance phone.
- Interim Manager Williams confirmed that this would be the case.
- There was a brief discussion regarding the Districts FCC license and assigned frequency.
- Williams reported that Kern County would like to use our frequency if we were not going to renew and use it ourselves. There were no objections regarding releasing the frequency.
- Williams stated that we have been running a weekly article in the Tehachapi News and would like to thank Tehachapi News for their generosity in including the article in the paper each week.
- Williams stated that the Britc Lake map has been redesigned.
- Williams announced that the Golden Hills Community Services District will be hosting a Board Member Workshop Tuesday December 11, 2012 and hopes that someone from the District will be able to attend.

PROGRAM REPORT

- Recreation Coordinator Sandy Chavez reported that the Pumpkin Run event went well and thanked all of the great volunteers that helped make the event a success.
- Chavez reported that the Breakfast with Santa event will be Saturday December 1, 2012 and that she is looking forward to the event.
- Chavez recapped the programs that have ended. Instructional Basketball ended October 25, 2012 and had 22 participants. The children and parents had a wonderful time.
- We are still taking registrations for our upcoming Youth Recreational Basketball League for grades three through twelve.
- Chavez reported that she had received the sponsorship basketballs and banners.
- Vice Chairman Press asked if there was an ad placed in the paper regarding volunteers for scorekeeping during the Youth Basketball program. Chavez confirmed that the ad had been placed in the paper.

FACILITY REPORT

- Facility Supervisor Carrie Champlin reported that the installation of the tot slide at Central Park was complete.
- Champlin also reported that the veterans' memorial monument had been vandalized and that she was receiving bids for the repair.
- Champlin reported that new LED security lights were installed at West Park and that a lighting evaluation had been completed at all properties.

- Champlin thanked Kirk Gilbert and TUSD for the use of their lift. The lift was used to change out several lights in the gym of the West Park Activity Center.
- Champlin reported that the two Eagle Scout projects at Brite Lake were now complete and thanked Klayton Duxbury and Colton Roney for their work on the horseshoe pits and group serving area.
- Vice Chairman Press requested that we issue certificates of appreciation to the two Eagle Scouts at our next board meeting in December.
- Champlin stated that the Pac Mania campout at Brite Lake was successful and that the event will most likely be held annually.
- Champlin reported on several projects at Meadowbrook Park as well as the rodent abatement that took place on October seventeenth and November first. Vice Chairman Press requested that three bids be obtained for a twelve month contract for rodent abatement at Meadowbrook Park.
- Champlin reported on a repair at the pool facility involving the replacement of the effluent gauge and flow switch in the pump room. Champlin also stated she has received one quote for the painting of the exterior of the pool facility and is waiting for two more quotes.
- Champlin thanked Greg Garrett and the City of Tehachapi for accepting the proposal for recycling bins. The City of Tehachapi will use their grant on behalf of TVRPD to pay for recycling bins and liners for three facilities as well as six portable containers to use at events throughout the year.

AGENDA ITEMS

A. MASTER PLAN UPDATE - Discussion

(1) District Boundaries Map Confirmation - Discussion

There were no questions regarding the map confirmation of the District Boundaries.

(2) Population/Projected Population Confirmation - Discussion

Interim Manager Williams stated that it was the consensus of the Master Plan Ad Hoc Committee to not include the projected population of Tejon Ranch housing development as part of the master plan since that area will more than likely not be serviced by Tehachapi Valley Recreation and Parks District.

B. MID-YEAR PROPOSED BUDGET REVISION – Discussion / Approval

Interim District Manager Williams stated that this budget revision represents a lot of hard work from the Budget Committee and Michelle Vance.

Vice Chairman Press thanked Debbie Williams and Michelle Vance for all of their hard work on the budget.

Michelle Vance briefly explained the changes in the break out of the facilities and the new reserve category.

Glenn Baumann was also thanked for his input and work on the budget.

There was a brief discussion regarding the reserve and what it would be used for.

Vice Chairman Press stated that the new reserve would be above and beyond the general reserve and that he liked the line items on the facilities.

MOTION: Duhart/Cyr to approve the Mid-Year Proposed Budget.
Ayes All.

C. DISTRICT MANAGER HIRING UPDATE – Discussion / Approval

Vice Chairman Press gave an update regarding the District Manager hiring and stated that the one position that was offered was declined.

There was a brief discussion regarding extending the contract with Interim District Manager Debbie Williams.

MOTION: Press/Duhart to extend the contract between Tehachapi Valley Recreation and Parks District and Interim District Manager Debbie Williams through February 28, 2013 with the stipulation that the salary schedule be reviewed at the December 2012 Regular Board Meeting.
Ayes All.

BOARD OF DIRECTORS TIME

Vice Chairman Press thanked the staff for their work and reports.

OTHER BUSINESS

None

ADJOURNMENT

MOTION: Cyr/ Duhart having no further business to adjourn the meeting at 6:24 P.M.
Ayes All.

Minutes to be approved at the
Board Meeting held on December 18, 2012.

Respectfully Submitted,

Carrie Champlin, Acting Clerk

**Tehachapi Valley Recreation & Parks
District**

Financials

November 2012

Prepared Without Audit by:
Better Ledger Inc.

Tehachapi Valley Recreation and Park District
Balance Sheet
As of November 30, 2012

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	104,840.56
1002 Cash in County Treasury-Master Plan	4,445.24
1003 Cash in County Treasury-Quimby	84,531.86
Total 1000 Cash in County Treasury Special Revenue Fund	<u>193,817.66</u>
1005 County Treasury Capital Projects Fund	434,950.45
1010 Checkign BOTS Transfer Account	22,848.04
1020 Checking BOTS Revolving Account	96,155.25
1030 Checking BOTS Umpire Account	387.15
1050 Cash Box-Events	200.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	<u>\$748,558.55</u>
Accounts Receivable	
1200 Accounts Receivable	2,304.00
Total Accounts Receivable	<u>\$2,304.00</u>
Other current assets	
1070 Prepaid Expenses	6,179.69
1092 Credit Card Receivables	570.00
Total Other current assets	<u>\$6,749.69</u>
Total Current Assets	<u>\$757,612.24</u>
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,446,433.41
1163 Equipment	524,638.40
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,238,610.00
Total Fixed Assets	<u>\$1,133,328.54</u>
TOTAL ASSETS	<u><u>\$1,890,940.78</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	14,270.71
Total Accounts Payable	<u>\$14,270.71</u>
Credit Cards	
2010 Cardmember Services Payable	527.08
2014 Home Depot Payable	321.93

Agenda Item 4.C.

	Total
Total Credit Cards	\$849.01
Other Current Liabilities	
2022 Accrued Vacation	0.00
2022.2 Accrued Vacation Other Employees	5,965.94
Total 2022 Accrued Vacation	5,965.94
2208 Kern County Loan Payable	187,350.53
Total Other Current Liabilities	\$193,316.47
Total Current Liabilities	\$208,436.19
Long-Term Liabilities	
2300 Capital Lease - John Deere	1,074.53
Total Long-Term Liabilities	\$1,074.53
Total Liabilities	\$209,510.72
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	1,132,680.57
3014 Needed for Debt	-1,074.53
Total 3010 Net Investment In Capital Assets	1,131,606.04
3020 Restricted Funds	
3022 Capital Projects	427,925.19
3024 Master Plan	39,257.00
Total 3020 Restricted Funds	467,182.19
3030 Unrestricted Funds	383,378.29
3110 Retained Earnings	0.00
Net Income	-300,736.46
Total Equity	\$1,681,430.06
TOTAL LIABILITIES AND EQUITY	\$1,890,940.78

Sunday, Dec 16, 2012 03:50:58 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District
Profit & Loss
November 2012

	Total		
	Nov 2012	Jul - Nov, 2012 (YTD)	% of Income
Income			
4010 Property Taxes	29,526.57	69,682.07	55.70 %
4020 Interest Income		718.23	
4030 Adult Program Revenues	875.00	24,569.59	1.65 %
4050 Facility Revenue	6,340.12	60,793.33	11.96 %
4200 Contracted Classes Revenues	747.00	7,427.50	1.41 %
4210 Events Revenues	760.00	10,830.52	1.43 %
4300 Youth Program Revenues	14,760.00	60,749.21	27.84 %
Total Income	\$53,008.69	\$234,770.45	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs		454.19	
5004 Contracted Classes Costs	463.50	6,825.73	0.87 %
5005 Events Costs	21.43	4,620.67	0.04 %
5008 Youth Program Costs	-364.32	8,371.82	-0.69 %
Total Cost of Goods Sold	\$120.61	\$20,272.41	0.23 %
Gross Profit	\$52,888.08	\$214,498.04	99.77 %
Expenses			
6000 Employee Costs			
6010 Salaries & Wages			
6012 Administrative Wages	3,030.28	26,927.32	5.72 %
6013 Adult Program Wages	1,315.40	9,767.10	2.48 %
6014 Maintenance Wages	9,744.39	59,266.41	18.38 %
6015 Gym Supervisor	916.90	4,375.30	1.73 %
6017 Recreation Coordinator	2,100.80	12,604.80	3.96 %
6019 Youth Program Wages	2,862.73	51,403.10	5.40 %
Total 6010 Salaries & Wages	19,970.50	164,344.03	37.67 %
6050 Benefits			
6051 Employee Group Insurance (Med.)	3,904.05	27,019.20	7.36 %
6053 Employee Grp. Ins. (Vision)		390.82	
6055 Employee Retirement-PERS	1,008.84	5,787.25	1.90 %
6057 EPS & Dental	148.20	1,037.40	0.28 %
6058 FICA	3,241.77	15,490.06	6.12 %
6059 Unemployment Insurance		6,063.38	
6090 Worker's Compensation Insurance	1,775.33	8,876.66	3.35 %
Total 6050 Benefits	10,078.19	64,664.77	19.01 %
Total 6000 Employee Costs	30,048.69	229,008.80	56.69 %
7010 Advertising & Marketing	2,286.00	9,008.22	4.31 %
7020 Bank Service Charges	295.61	1,211.01	0.56 %
7025 Cash Short/Over	-40.01	-230.04	-0.08 %
7030 Dues & Subscriptions		170.00	
7035 Equipment Rents & Leases	201.94	1,030.27	0.38 %
7050 Insurance			

Agenda Item 4.C.

	Total		
	Nov 2012	Jul - Nov, 2012 (YTD)	% of Income
7051 Auto Insurance	251.92	1,259.60	0.48 %
7052 HUB Insurance	126.02	0.00	0.24 %
7053 Property Insurance	685.83	3,429.15	1.29 %
7055 Liability Insurance	-1,296.42	529.90	-2.45 %
Total 7050 Insurance	-232.65	5,218.65	-0.44 %
7060 Licenses & Fees		645.00	
7070 Maintenance			
7072 Building Maintenance	825.00	4,150.15	1.56 %
7074 Equipment Maintenance	434.32	2,639.65	0.82 %
7075 Fuel	993.07	7,865.82	1.87 %
7076 Janitorial Supplies	1,748.21	7,425.68	3.30 %
7078 Materials & Supplies	1,424.54	20,160.37	2.69 %
7079 Fleet Maintenance	702.93	2,093.93	1.33 %
Total 7070 Maintenance	6,128.07	44,335.60	11.56 %
7080 Master Plan Expenses	11.68	34,844.86	0.02 %
7085 Misc Prior Year Adjustments		3,539.65	
7090 Office Supplies	1,594.90	5,283.39	3.01 %
7110 Payroll Voucher Service		1,480.22	
7120 Professional Development	14.00	952.31	0.03 %
7150 Professional Fees			
7151 Annual Audit		6,000.00	
7152 Accounting	1,000.00	5,450.00	1.89 %
7155 Legal		7,285.95	
7158 Intrim District Manager	2,860.00	24,165.82	5.40 %
Total 7150 Professional Fees	3,860.00	42,901.77	7.28 %
7180 Security	72.00	580.00	0.14 %
7210 Telephone	1,012.10	4,939.01	1.91 %
7250 Utilities			
7252 Electric Service	4,214.77	34,096.16	7.95 %
7254 Gas Service	2,164.87	6,245.66	4.08 %
7256 Sanitation Services	1,262.72	8,351.24	2.38 %
7258 Water Service	2,163.87	13,228.70	4.08 %
Total 7250 Utilities	9,806.23	61,921.76	18.50 %
Total Expenses	\$55,058.56	\$446,840.48	103.87 %
Net Operating Income	\$ -2,170.48	\$ -232,342.44	-4.09 %
Other Income			
8040 TVRPD Development Fee Revenues	4,274.00	6,365.87	8.06 %
Total Other Income	\$4,274.00	\$6,365.87	8.06 %
Other Expenses			
8505 Quimby Expense		74,759.89	
Total Other Expenses	\$0.00	\$74,759.89	0.00%
Net Other Income	\$4,274.00	\$ -68,394.02	8.06 %
Net Income	\$2,103.52	\$ -300,736.46	3.97 %

Sunday, Dec 16, 2012 04:23:29 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District
Statement of Cash Flows
 July - November, 2012

	Total
OPERATING ACTIVITIES	
Net Income	-300,736.46
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-2,304.00
1040 Taxes Receivable	226.58
1070 Prepaid Expenses	641.31
1085 Interest Receivable	2,701.18
1092 Credit Card Receivables	-570.00
2000 Accounts Payable	-9,361.12
2010 Cardmember Services Payable	448.91
2014 Home Depot Payable	321.93
2021 Accrued Salaries & Wages	-23,193.55
2022 Accrued Vacation	-37,443.64
2022.2 Accrued Vacation:Accrued Vacation Other Employees	5,965.94
2023 Accrued FICA	-1,379.46
2208 Kern County Loan Payable	187,350.53
Net cash provided by operating activities	\$ -177,331.85
INVESTING ACTIVITIES	
1163 Equipment	-647.97
Net cash provided by investing activities	\$ -647.97
FINANCING ACTIVITIES	
3030 Unrestricted Funds	-16,797.91
3110 Retained Earnings	16,797.91
Net cash provided by financing activities	\$0.00
Net cash increase for period	\$ -177,979.82
Cash at beginning of period	926,538.37
Cash at end of period	<u>\$748,558.55</u>

Sunday, Dec 16, 2012 03:58:39 PM PST GMT-8

Tehachapi Valley Recreation and Park District
Budget vs. Actuals: Budget - FY13 P&L
 July - November, 2012

	Total				
	Actual	Budget	Remaining	% of Budget	% Remaining
Income					
4010 Property Taxes	69,682.07	732,272.00	662,589.93	9.52 %	90.48 %
4020 Interest Income	718.23	2,500.00	1,781.77	28.73 %	71.27 %
4030 Adult Program Revenues	24,569.59	29,360.00	4,790.41	83.68 %	16.32 %
4050 Facility Revenue	60,793.33	113,890.00	53,096.67	53.38 %	46.62 %
4110 Miscellaneous Income (deleted)		40,000.00	40,000.00		100.00 %
4170 Master Plan - Funding Income		35,000.00	35,000.00		100.00 %
4200 Contracted Classes Revenues	7,427.50	23,000.00	15,572.50	32.29 %	67.71 %
4210 Events Revenues	10,830.52	23,200.00	12,369.48	46.68 %	53.32 %
4300 Youth Program Revenues	60,749.21	147,410.00	86,660.79	41.21 %	58.79 %
Total Income	\$234,770.45	\$1,146,632.00	\$911,861.55	20.47 %	79.53 %
Cost of Goods Sold					
5001 Adult Program Costs	454.19	1,333.00	878.81	34.07 %	65.93 %
5004 Contracted Classes Costs	6,825.73	15,345.00	8,519.27	44.48 %	55.52 %
5005 Events Costs	4,620.67	10,664.00	6,043.33	43.33 %	56.67 %
5008 Youth Program Costs	8,371.82	29,490.00	21,118.18	28.39 %	71.61 %
Total Cost of Goods Sold	\$20,272.41	\$56,832.00	\$36,559.59	35.67 %	64.33 %
Gross Profit	\$214,498.04	\$1,089,800.00	\$875,301.96	19.68 %	80.32 %
Expenses					
6000 Employee Costs					
6010 Salaries & Wages					
6012 Administrative Wages	26,927.32	125,768.00	98,840.68	21.41 %	78.59 %
6013 Adult Program Wages	9,767.10	7,300.00	-2,467.10	133.80 %	-33.80 %
6014 Maintenance Wages	59,266.41	121,891.00	62,624.59	48.62 %	51.38 %
6015 Gym Supervisor	4,375.30	15,000.00	10,624.70	29.17 %	70.83 %
6016 Recreation Supervisor		22,500.00	22,500.00		100.00 %
6017 Recreation Coordinator	12,604.80	27,000.00	14,395.20	46.68 %	53.32 %
6019 Youth Program Wages	51,403.10	111,308.00	59,904.90	46.18 %	53.82 %
Total 6010 Salaries & Wages	164,344.03	430,767.00	266,422.97	38.15 %	61.85 %
6050 Benefits					
6051 Employee Group Insurance (Med.)	27,019.20	89,340.00	62,320.80	30.24 %	69.76 %
6053 Employee Grp. Ins. (Vision)	390.82	1,900.00	1,509.18	20.57 %	79.43 %
6055 Employee Retirement-PERS	5,787.25	15,000.00	9,212.75	38.58 %	61.42 %
6057 EPS & Dental	1,037.40	3,000.00	1,962.60	34.58 %	65.42 %
6058 FICA	15,490.06	31,500.00	16,009.94	49.17 %	50.83 %
6059 Unemployment Insurance	6,063.38	12,000.00	5,936.62	50.53 %	49.47 %
6090 Worker's Compensation Insurance	8,876.66	15,000.00	6,123.34	59.18 %	40.82 %
Total 6050 Benefits	64,664.77	167,740.00	103,075.23	38.55 %	61.45 %
Total 6000 Employee Costs	229,008.80	598,507.00	369,498.20	38.26 %	61.74 %
7010 Advertising & Marketing	9,008.22	8,000.00	-1,008.22	112.60 %	-12.60 %
7020 Bank Service Charges	1,211.01	2,700.00	1,488.99	44.85 %	55.15 %
7025 Cash Short/Over	-230.04	0.00	230.04		
7030 Dues & Subscriptions	170.00	2,200.00	2,030.00	7.73 %	92.27 %
7035 Equipment Rents & Leases	1,030.27	3,700.00	2,669.73	27.85 %	72.15 %
7050 Insurance					
7051 Auto Insurance	1,259.60	0.00	-1,259.60		
7053 Property Insurance	3,429.15	0.00	-3,429.15		
7055 Liability Insurance	529.90	19,000.00	18,470.10	2.79 %	97.21 %

Agenda Item 4.C.

	Total				
	Actual	Budget	Remaining	% of Budget	% Remaining
Total 7050 Insurance	5,218.65	19,000.00	13,781.35	27.47 %	72.53 %
7060 Licenses & Fees	645.00	2,500.00	1,855.00	25.80 %	74.20 %
7070 Maintenance					
7072 Building Maintenance	4,150.15	7,400.00	3,249.85	56.08 %	43.92 %
7074 Equipment Maintenance	2,639.65	6,000.00	3,360.35	43.99 %	56.01 %
7075 Fuel	7,865.82	16,000.00	8,134.18	49.16 %	50.84 %
7076 Janitorial Supplies	7,425.68	7,500.00	74.32	99.01 %	0.99 %
7078 Materials & Supplies	20,160.37	57,600.00	37,439.63	35.00 %	65.00 %
7079 Fleet Maintenance	2,093.93	5,000.00	2,906.07	41.88 %	58.12 %
Total 7070 Maintenance	44,335.60	99,500.00	55,164.40	44.56 %	55.44 %
7080 Master Plan Expenses	34,844.86	102,047.00	67,202.14	34.15 %	65.85 %
7085 Misc Prior Year Adjustments	3,539.65	0.00	-3,539.65		
7090 Office Supplies	5,283.39	10,000.00	4,716.61	52.83 %	47.17 %
7110 Payroll Voucher Service	1,480.22	5,600.00	4,119.78	26.43 %	73.57 %
7120 Professional Development	952.31	3,500.00	2,547.69	27.21 %	72.79 %
7150 Professional Fees					
7151 Annual Audit	6,000.00	0.00	-6,000.00		
7152 Accounting	5,450.00	7,800.00	2,350.00	69.87 %	30.13 %
7155 Legal	7,285.95	22,000.00	14,714.05	33.12 %	66.88 %
7158 Intrim District Manager	24,165.82	42,000.00	17,834.18	57.54 %	42.46 %
Total 7150 Professional Fees	42,901.77	71,800.00	28,898.23	59.75 %	40.25 %
7160 Property Tax Collection Fee		7,500.00	7,500.00		100.00 %
7170 Publications & Legal		1,000.00	1,000.00		100.00 %
7180 Security	580.00	1,200.00	620.00	48.33 %	51.67 %
7210 Telephone	4,939.01	7,800.00	2,860.99	63.32 %	36.68 %
7250 Utilities					
7252 Electric Service	34,096.16	56,542.00	22,445.84	60.30 %	39.70 %
7254 Gas Service	6,245.66	18,140.00	11,894.34	34.43 %	65.57 %
7256 Sanitation Services	8,351.24	0.00	-8,351.24		
7258 Water Service	13,228.70	8,200.00	-5,028.70	161.33 %	-61.33 %
Total 7250 Utilities	61,921.76	82,882.00	20,960.24	74.71 %	25.29 %
Total Expenses	\$446,840.48	\$1,029,436.00	\$582,595.52	43.41 %	56.59 %
Net Operating Income	\$ -232,342.44	\$60,364.00	\$292,706.44	-384.90 %	484.90 %
Other Income					
8040 TVRPD Development Fee Revenues	6,365.87	0.00	-6,365.87		
Total Other Income	\$6,365.87	\$0.00	\$ -6,365.87	0.00%	0.00%
Other Expenses					
8505 Quimby Expense	74,759.89	0.00	-74,759.89		
Total Other Expenses	\$74,759.89	\$0.00	\$ -74,759.89	0.00%	0.00%
Net Other Income	\$ -68,394.02	\$0.00	\$68,394.02	0.00%	0.00%
Net Income	\$ -300,736.46	\$60,364.00	\$361,100.46	-498.20 %	598.20 %

Sunday, Dec 16, 2012 03:16:41 PM PST GMT-8 - Accrual Basis



Play Up. Live Up.

Agenda Item 6.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Regular Board Meeting
December 18, 2012; 5:30 P.M.

Program Report

1. Recap of Events since last board meeting
 - a. Breakfast with Santa, December 1
 - i. Served 180 adult and children breakfast
 - ii. 80 families took pictures with Santa
 - iii. 7 vendors displayed and sold their wares
 - iv. 10 volunteers helped with serving, including Mary Moreno from FIELD and her students. Big thank to Lisa Ross from Alta One Credit Union, Albertson's, TVSD Central Kitchen Henry's Café, RST crane, and Tehachapi Hospital
 - b. Reindeer Run, December 8
 - i. 43 runners
 - ii. Runners requested a spring run; we are looking for a possible date.
 - iii. Thank you to Albertson's for the donation.
2. Programs in Session
 - a. Youth basketball is in its second week of practices
 - b. Jerseys ordered this week
 - c. Sponsor banners have been hung up in the gym
 - d. December 9: Referee and scorekeeper clinic. Charlie Wright, LeeAnne Williams, coordinated and instructed in this program.
3. Marketing
 - a. Collecting information for Spring Brochures
4. Budget
 - a. P&L To Date for Breakfast with Santa attached
 - b. P&L To Date for Reindeer Run attached
 - c. P&L To Date for Youth Competitive Basketball attached

Tehachapi Valley Recreation and Park District
Profit & Loss Detail BREAKFAST WITH SANTA
 July 1 - December 14, 2012

Ordinary Income/Expenses		Income		4210 Events Revenues		Total for 4210 Events Revenues		Total for Income		Cost of Goods Sold		5005 Events Costs		Total for 5005 Events Costs		Total for Cost of Goods Sold		Net Income	
Date	Transaction Type	Name	Class	Memo/Description	Amount														
11/06/2012	Deposit		E:Breakfast with Santa		25.00														
11/08/2012	Deposit		E:Breakfast with Santa		25.00														
11/14/2012	Deposit		E:Breakfast with Santa		100.00														
11/15/2012	Deposit		E:Breakfast with Santa		25.00														
11/19/2012	Deposit		E:Breakfast with Santa		25.00														
11/30/2012	Deposit		E:Breakfast with Santa		25.00														
12/03/2012	Deposit		E:Breakfast with Santa		1,108.00														
					<u>1,333.00</u>														
					<u>1,333.00</u>														
10/09/2012	Bill	April Scrimo	E:Breakfast with Santa	Redesign of all event identities: Breakfast with Santa	14.81														
11/19/2012	Bill	Red Hot Signs, Designs & Decals	E:Breakfast with Santa	Santa Banner 11/19/2012	10.73														
					<u>25.54</u>														
					<u>25.54</u>														
					<u>1,307.46</u>														

Tehachapi Valley Recreation and Park District
Profit & Loss Detail REINDEER RUN
 July 1 - December 14, 2012

	Date	Transaction Type	Name	Class	Memo/Description	Amount
Ordinary Income/Expenses						
Income						
4210 Events Revenues						
	10/24/2012	Deposit		E: Reindeer Run		25.00
	11/08/2012	Deposit		E: Reindeer Run		25.00
	11/14/2012	Deposit		E: Reindeer Run		25.00
	11/15/2012	Deposit		E: Reindeer Run		25.00
	11/19/2012	Deposit		E: Reindeer Run		125.00
	11/26/2012	Deposit		E: Reindeer Run		100.00
	11/30/2012	Deposit		E: Reindeer Run		205.00
	11/30/2012	Deposit		E: Reindeer Run		30.00
	12/03/2012	Deposit		E: Reindeer Run		55.00
	12/05/2012	Deposit		E: Reindeer Run		200.00
	12/06/2012	Deposit		E: Reindeer Run		25.00
						<u>840.00</u>
						<u>840.00</u>
Total for 4210 Events Revenues						
Total for Income						
Cost of Goods Sold						
5005 Events Costs						
	09/27/2012	Credit Card Expense	Awards	E: Reindeer Run		48.65
	10/09/2012	Bill	April Scimio	E: Reindeer Run	Redesign of all event identities: Reindeer Run	14.82
						<u>63.47</u>
						<u>63.47</u>
						<u>776.53</u>
Total for 5005 Events Costs						
Total for Cost of Goods Sold						
Net Income						

Tehachapi Valley Recreation and Park District
Profit & Loss Detail YOUTH COMPETITIVE BASKETBALL
 July 1 - December 14, 2012

Date	Transaction Type	Name	Class	Memo/Description	Amount
Ordinary Income/Expenses					
Income					
4300 Youth Program Revenues					
10/09/2012	Journal Entry		YP Youth Competitive Basketball		960.00
10/22/2012	Deposit		YP Youth Competitive Basketball		20.00
10/24/2012	Deposit		YP Youth Competitive Basketball		660.00
10/26/2012	Deposit		YP Youth Competitive Basketball		80.00
10/28/2012	Deposit		YP Youth Competitive Basketball		80.00
10/28/2012	Deposit		YP Youth Competitive Basketball		520.00
10/31/2012	Deposit		YP Youth Competitive Basketball		1,230.00
10/31/2012	Deposit		YP Youth Competitive Basketball		80.00
11/02/2012	Bill	Barbara Holden	YP Youth Competitive Basketball	REFUND FOR YOUTH BASKETBALL	80.00
11/02/2012	Deposit		YP Youth Competitive Basketball		-160.00
11/05/2012	Deposit		YP Youth Competitive Basketball		1,068.00
11/05/2012	Deposit		YP Youth Competitive Basketball		2,160.00
11/05/2012	Deposit		YP Youth Competitive Basketball		2,050.00
11/05/2012	Deposit		YP Youth Competitive Basketball		160.00
11/05/2012	Deposit		YP Youth Competitive Basketball	Refund Youth Comp Basketball due to change in Swimming	-20.00
11/05/2012	Deposit		YP Youth Competitive Basketball		3,160.00
11/05/2012	Deposit		YP Youth Competitive Basketball		590.00
11/05/2012	Deposit		YP Youth Competitive Basketball	Refund Youth Competitive Basketball	-80.00
11/05/2012	Deposit		YP Youth Competitive Basketball	Kathryn Mackie credit balance applied	-80.00
11/05/2012	Deposit		YP Youth Competitive Basketball		910.00
11/05/2012	Deposit		YP Youth Competitive Basketball	Refund due to broken arm	-80.00
11/05/2012	Deposit		YP Youth Competitive Basketball	Refund-daughter made school team	-80.00
11/05/2012	Deposit		YP Youth Competitive Basketball	1315 less applied 30 credit less check refunds Haney and Johnson 80 each	1,125.00
12/05/2012	Check		YP Youth Competitive Basketball		80.00
12/05/2012	Deposit		YP Youth Competitive Basketball		240.00
12/05/2012	Deposit		YP Youth Competitive Basketball		80.00
					<u>15,993.00</u>
					15,993.00
Total for 4300 Youth Program Revenues					
Cost of Goods Sold					
5008 Youth Program Costs					
10/20/2012	Bill	M & M's Sports, Uniforms & Embroidery	YP Youth Competitive Basketball	McDonald 400 & RST 800	2,501.80
10/22/2012	Deposit		YP Youth Competitive Basketball	Alta One Sponsorship	-1,200.00
10/24/2012	Deposit		YP Youth Competitive Basketball	City of Tehachapi sponsorship	-400.00
10/26/2012	Deposit		YP Youth Competitive Basketball	Cal Portland Sponsorship	-400.00
11/02/2012	Deposit		YP Youth Competitive Basketball	Whistles YP Youth Comp Basketball	-400.00
11/02/2012	Deposit	Official Gear Outlet	YP Youth Competitive Basketball	Albertsons sponsorship	160.00
11/02/2012	Deposit		YP Youth Competitive Basketball	CCPCA Tehachapi Chapter sponsorship	-200.00
11/02/2012	Deposit		YP Youth Competitive Basketball	Albertsons sponsorship	-200.00
11/15/2012	Deposit		YP Youth Competitive Basketball	Albertsons sponsorship	-200.00
11/15/2012	Deposit		YP Youth Competitive Basketball	Youth Competitive Basketball Sponsor Banners	675.68
11/29/2012	Bill	My Printing Company	YP Youth Competitive Basketball		137.28
					<u>137.28</u>
					15,855.72
Total for 5008 Youth Program Costs					
Gross Profit					
Expenses					
6000 Employee Costs					
6010 Salaries & Wages					
6016 Youth Program Wages					
07/10/2012	Journal Entry		YP Youth Competitive Basketball	Gross payroll 071012	48.00
					<u>48.00</u>
					48.00
Total for 6016 Youth Program Wages					
Total for 6010 Salaries & Wages					
Total for 6000 Employee Costs					
7010 Advertising & Marketing					
10/01/2012	Bill	Sparks Arts	YP Youth Competitive Basketball	Inv 1465 Basketball sponsorships	162.50
11/01/2012	Bill	Tehachapi News	YP Youth Competitive Basketball	Inv 124984-0 11/05/12	160.50
11/02/2012	Bill	Whits	YP Youth Competitive Basketball	Account VTYR02 Nov 2012	31.91
11/30/2012	Bill	Tehachapi News	YP Youth Competitive Basketball		59.88
					<u>414.80</u>
					462.80
					<u>15,392.52</u>
					15,392.52



Play Up. Live Up.

Agenda Item 7.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Board Meeting
December 18, 2012, 5:30 P.M.

Facility Report

1. Central Park
 - a. Veteran's Memorial replacement plaque in progress.
2. West Park/West Park Activity Center
 - a. Security lights were repaired on the snack bar building resulting in improved lighting at the parking lot.
 - b. Thanks to Kirk Gilbert and the Tehachapi Unified School District for the use of their lift to hang the youth basketball sponsorship banners in the gym.
3. Ollie Mountain Skate Park—Nothing to report
4. Morris Park—Nothing to report
5. Brite Lake
 - a. Installation of on-demand hot water heaters
 - b. Girl Scouts for June 7-9, 2013
 - c. Arborist Albert Thibodeau has evaluated trees; next steps being considered.
 - d. Trash bin and Porta John evaluation complete. Removal of 1 Porta John and two trash bins resulting in a **\$414.77 savings per month.**
6. Meadowbrook/Meadowbrook Dog Park
 - a. Installation of dog water stations in progress
 - b. Three large tires installed at the dog park
 - c. Steps leading to dog park have been leveled and reinstalled.
 - d. Repairs complete to the 4' fence at the softball field
 - e. Investigating 12-month contract for rodent abatement
 - f. Thank you to Bill Fisher and Golden Hills Community Services District for their help in digging the holes for the tires and the leach line for the dog water stations. Thank you also to Larry and Russell, the backhoe operators.
7. Dye Natatorium
 - a. Evaluating exterior paint options
 - b. Replacing six skimmer flaps.

Fuel audit: Due to the procedural and logistical changes made in the maintenance department, we used 28% less fuel—over 1,000 gallons less—in 2012 than we did in 2011.



TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Regular Board Meeting
December 18, 2012; 5:30 P.M.

Interim District Manager Report

1. Administration
 - a. CPRS conference
2. Continuing
 - a. Work on medical benefit coverage for qualified employees
 - b. Weekly column for *Tehachapi News*
 - c. Worker's Comp review
 - d. CalPERS compliance
 - e. Benefit revision recommendation to board
 - f. 1099/W9 preparation
 - g. Bank account consolidation
 - h. Little League Contract renewal
3. Forthcoming
 - a. Meeting with CAPRI insurance representatives
 - b. Standing committee engagement
 - c. Transitioning fundamental administrative responsibilities (board meeting preparation, AP, AR)
 - d. Master Plan next steps
 - e. Maintenance staff Safe Parks workshop
 - f. Spring Programs marketing



December 18, 2012

Agenda Item 9.A.

Approval of Bank Account Change, Resolution #01-12

Issue: Tehachapi Valley Recreation and Parks District's Bank of the Sierra Accounts are tied with the County of Kern EIN rather than TVRPD's EIN.

Recommendation: That the board approves Resolution #01-12 to close existing bank accounts at Bank of the Sierra and open a new account at Bank of the Sierra under the Tehachapi Valley Recreation and Parks District EIN for deposits and accounts payable and on which all board members may be signors.

Fiscal Impact: The closing of existing accounts and opening of a new and will not impact the budget approved for FY2012-13 (there are no bank fees associated with our accounts at Bank of the Sierra) beyond typical expenses associated with checking account management (i.e., purchasing checks).

Previous Board Action: There has been no previous action regarding this request.

Background: Tehachapi Valley Recreation and Parks District currently has 4 accounts; 1 with the County of Kern and 3 at Bank of the Sierra. The interim district manager discovered that the Bank of the Sierra accounts exist under an old and now incorrect EIN, which legally must be corrected.

One of the Bank of the Sierra accounts ("Umpire Account") appears to have been unused since 2005. Another account ("Account A") has been used only for deposits; the third account ("Account B") was previously used only for urgent checks to be written, similar to a petty cash account but with a higher par.

When cash payments were made to TVRPD, they were deposited into Account A. When funds ran low in account B, a transfer was made from Account A to Account B and/or a Request for Funds was made from the County account, who wrote a check and mailed it to TVRPD for deposit (not typical as the deposit Account A almost always served the needs of Account B's relatively low balance).

From an accounting perspective, there is no good logic for this complex and burdensome system. It is the recommendation of the interim district park manager to keep the County account (into which tax revenues are automatically deposited and payroll is deducted) and replace the accounts with the incorrect EIN with a single checking account for deposits (including credit card transactions) and accounts payable.

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

OPENING A NEW BANK ACCOUNT

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 01-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) currently has bank accounts established at the Bank of the Sierra; and

WHEREAS, said bank accounts are operating under the county's EIN, which is in violation of bank policy; and

WHEREAS, TVRPD has applied for and received a unique EIN.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve opening a new bank account at Bank of the Sierra under the unique Tehachapi Valley Recreation and Parks District EIN.



December 18, 2012

Agenda Item 9.B.

Approval of Agreement with Tim Trujillo, dba HR Focus, Resolution #02-12

Recommendation: That the board approves Resolution #02-12 to accept the Agreement with Tim Trujillo, dba HR Focus, as presented and having been reviewed by counsel, with the consideration that the interim district manager be limited to a maximum of 10 hours' monthly use, after which board approval will be required.

Fiscal Impact: Should the services of HR Focus be deemed necessary in the best judgment of the interim district manager, the fiscal impact would amount to not more than \$620.50 per month without further board approval from the "Professional Services" budget, of which a balance (as of 11/30/12) of \$29,898.23 remains.

Previous Board Action: There has been no previous action regarding this request.

Background: In the forthcoming months, significant changes in staffing and HR compliance issues are anticipated. As such, the interim district manager believes it to be in the best interest of TVRPD to have a resource for qualified HR advice. As such, the services of HR Focus come well recommended, are quickly and easily accessible, and are less expensive than counsel; further, Mr. Trujillo has offered his service at half of his normal rate or \$62.50/hour.

For "on-the-fly" HR issues, review of anticipated HR policy changes, etc., it is the recommendation of the interim district manager that we engage the services of HR Focus to be used on an "as needed" basis, with the manager continuing to do much/all of the legwork and relying on the expert advice and experience of this professional service when needed.

NOTE: In some complex or fiscally vulnerable scenarios, counsel may ultimately need to be enlisted.

Tim Trujillo, SPHR

29751 Skyline Drive

Tehachapi, CA 93561

(714)313-6246 or (661)821-0086 E-mail: tim-trujillo@earthlink.net

GENERAL:

A highly qualified Human Resources Consultant with proven professional abilities. Extensive experience in all aspects of contemporary Human Resources management with highly developed skills in employment, compensation, interpersonal problem solving, training & development, and employee relations. Accredited by the Human Resources Certification Institute as a Senior Professional in Human Resources (SPHR).

CAREER:

1995-Present:

HR Focus

Founder and Principal Consultant for Southern California based Human Resources consulting practice.

Clients served include; ANA Trading Corp., Alps Manufacturing, FACT Retirement Services, LTC, Mitsubishi Electric America, Grant Piston Rings, Express Manufacturing, Inc., Mitsubishi Consumer Electronics America, Orange County Transportation Authority, Panasonic DSC, Pro/Consul Inc., Textron Aerospace Fasteners and The Employers Group.

Provided clients with expert Human Resources management including:

- Served as acting HR Director for companies in transition
- Developed compensation programs
- Recruited Management & Technical staffs
- Presented Supervisory/Management Development programs
- Implemented cost saving benefits plans
- Conducted employee surveys and organization diagnosis
- Prevented client losses in EEO and regulatory issues
- Facilitated successful plant closure process
- Provided employment related expert witness testimony

1987- 1995:

Mitsubishi Consumer Electronics America, Inc.

Vice-President, Human Resources and Administration

Responsible for direction of the Human Resources function, MIS and Facilities departments as well as the Legal and Public Relations functions.

Joined company in July, 1987 as Director of Human Resources; promoted to Vice President in 1990; among major accomplishments for this high quality electronics organization: Led implementation of flex-benefits program which resulted in improved employee satisfaction; first year cost savings of nearly one-million dollars. Outsourced large production workforce requirement for seasonal labor which reduced headcount and resulted in significant cost savings. Led the implementation of a pay-for-knowledge system in a start-up organization which resulted in high employee effectiveness and rapid learning curves.

Tim Trujillo

- 1979-1987: **Lear Siegler, Inc.** Telecommunications Division
Director of Human Resources.
Directed complete Human Resources functions for the Data Products Division and the Telecommunications Division, both manufacturers of electronic equipment.
- 1973-1979: **TRW, Inc.** Information Services Division
Human Resources Manager, Western Region.
Responsible for all Human Resources Administration in division throughout the western United States. Promoted from Senior Human Resources Administrator within one year of joining company.
- 1968-1973: **Union Bank**
Personnel Officer. Excelled in various responsible Human Resource roles, including Job Analyst, College Recruiter and Employment Manager. Began with the organization as a Management Trainee and after consecutive successful assignments was promoted to Personnel Officer.

EDUCATION: **Bachelor of Science**
California State University, Los Angeles
Business Administration with emphasis in Personnel Management.

HONORS: **Board of Directors**
Mitsubishi Consumer Electronics America
Goodwill Industries of Orange County
Pacific Symphony Orchestra
Junior Achievement, Orange County and Inland Empire
Rotary Club of Tehachapi
Advisory Council Member
-California State University, Long Beach.
Human Resources Management Department
-Chapman University
Human Resources Management Department

Associations
-President, Rotary Club of Tehachapi, Rotary District Asst. Governor
-President, Friends of the Tehachapi Depot Railroad Museum
-Founding member and Chairman of the Orange County Executive Human Resources Forum.
-American Electronics Association, National Human Resources Committee
-Orange County Electronics Compensation Association, President
-Orange County Employers Health Care Coalition, Vice President
-Professionals in Human Resources (PIHRA) District Chairperson

Tim Trujillo

TEACHING: Instructor at University of California, Irvine Extension, taught leadership course titled, "Managing as a Team Leader"

California State University, Long Beach, Extension Coordinator for the "Advanced Human Resources Certificate Program", taught "Measuring HR Effectiveness".

The Employers Group, Los Angeles CA, taught seminars "Introduction to Human Resources Management" and "Dynamics of Behavioral Employment Interviewing"

Conducted successful training & development programs for numerous clients in a variety of topics to develop constituent groups including executives, managers, supervisors and professionals. Subjects include Communication, Conflict Resolution, EEO and sexual harassment prevention, Interviewing Skills, Leadership, Managing Change, Performance Appraisal, Teamwork, Time Management and others.

MILITARY: United States Army (Reserve). Graduate of USAR Leadership Development Program. Served in various leadership roles. Honorable Discharge, 1974

PERSONAL: Married, one grown daughter.
Wife, Judy, holds MA degree, taught English at Los Alamitos High School (1980 - 2005). Currently Supervisor of Student Teachers – Cal State Bakersfield

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement"), is made and entered into by and between Tehachapi Valley Recreation Park District having a principal place of business at 490 West D Street, Tehachapi, CA 93561 (hereinafter "Client"), and Consultant, Tim Trujillo, an individual doing business as *HR Focus*, a Human Resources Consulting Practice, having a principal place of business at 29751 Skyline Drive, Tehachapi, CA 93561 (hereinafter "Consultant").

Services to Be Performed By Consultant

Basic Function(s)

Consultant will perform duties as advisor to Client concerning the administration of its human resources functions. This may include, but is not limited to, providing advice and recommendations to Client regarding Client's employment, compensation, benefits and employee relations matters. Consultant will diligently apply his extensive education, experience and skills to assist the Client in the areas of human resources management where he is qualified and is asked to contribute.

Place of Work

Consultant will perform work for Client at his home office and/or at Client's premises when such activities or tasks may, as mutually determined, be performed there. Client agrees to provide working space and facilities, if necessary, and any information Consultant may reasonably request in order to perform his work in a professional manner. Notwithstanding the foregoing, Client shall have no obligation to provide staff, equipment or supplies to Consultant while Consultant performs its obligations and responsibilities under this Agreement.

Method of Performing Services

Consultant will determine the method, details, and means of performing the work to be carried out for Client. Client shall not control the manner or determine the method of accomplishing such work. Client may, however, require Consultant to observe at all times the security and safety policies of Client. In addition, Client shall be entitled to exercise a broad general power of supervision and control over the Consultant's scope of work to ensure satisfactory performance.

Schedule

Consultant will provide services in a mutually agreed on schedule during the term of this agreement. The work hours will be on a flexible basis as mutually determined by Client and Consultant. Each party will make reasonable efforts to accommodate the other party's requests for work scheduling. Client recognizes that Consultant has other clients whose scheduling needs must be considered. Consultant will devote adequate time each week to Client's needs. Consultant will be available from his home office, via telephone, e-mail or fax should the Client need consulting assistance. All of the services provided by Consultant shall be subject to Client's general right of review to assure its satisfactory completion. Client shall own the results of Consultant's efforts undertaken pursuant to this Agreement.

Compliance with Laws

Consultant shall comply with all federal, state and local codes, laws, ordinances, regulations, rules and other legal requirements in providing the services to Client. Consultant also shall further give all notices and comply with all federal, state and local codes, laws, ordinances, regulations, rules and other legal requirements. Consultant at all times shall furnish to its agents and employees, if any, a safe place of employment.

Term of Agreement

This Agreement will commence on December 12, 2012, and will continue until either party gives the other two (2) weeks written notice of termination. The initial date of work will be determined by mutual agreement of Client and Consultant. Notwithstanding the foregoing, Client may, in its sole and absolute discretion, terminate this Agreement immediately if Consultant commits any acts of dishonesty, fraud, misrepresentations or other acts of moral turpitude what would prevent Consultant's effective provision of services to Client.

Independent Contractor Status

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and Consultant or any employee or agent of the Consultant. Consultant shall not possess any management authority within Client. Also, Consultant shall not enter into any agreements or contracts, whether oral or written, express or implied, or otherwise incur any indebtedness on behalf of Client without its prior approval. Both parties acknowledge that Consultant is not an employee of Client for State or Federal tax purposes.

Consulting Fees

For services rendered in accordance with this Agreement, the Client agrees to pay to Consultant consulting fees according to the schedule set forth below. Consultant will bill the client every two (2) weeks for all services and expenses incurred during that period. Client will remit payment to Consultant within thirty (30) days of receipt of bill.

Hourly billing rate:	\$62.50 for each hour worked, in quarter of the hour increments.
Travel billing rate:	\$25.00 for each hour of travel during commute between Consultant's residence and Client's facility in quarter of an hour increments.
Expenses:	Client will reimburse Consultant for hotel and meal expenses incurred during overnight stay(s) on business.

Miscellaneous: Client will reimburse Consultant for reasonable miscellaneous expenses as might be required to perform services under this Agreement.

Consultant shall be responsible to both withhold and pay any and all taxes, including, but not limited to, Federal and state income taxes, SDI and FICA, for its employees or independent contractors, if any. Consultant shall not be entitled to any additional or further consideration, fees or payments, or any bonus in addition to the consulting fees.

Indemnification

Client shall indemnify and hold harmless Consultant against all claims, loss, liability and lawsuits brought by Client's employees (past or present) arising from Consultant's performance of this Agreement. The obligation of Client hereunder shall include but not be limited to providing a defense for Consultant in the event of an employee initiated lawsuit, except to the extent caused by Consultant's gross negligence or willful misconduct.

General Provisions

Notices

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement and shall be deemed received by a party three (3) business days after mailing. Either party may change its address for notice by written notice in accordance with this paragraph. Notices delivered personally will be deemed received by a party as of actual receipt.

No Discrimination

Consultant agrees that in the performance of this Agreement he will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or national origin in any manner prohibited by the laws of the United States or the state of California.

Confidential Information

Consultant agrees and acknowledges that he has already obtained and in the future may obtain sensitive and confidential business information of Client concerning Client's business and technology, including but not limited to Client's policies, products, processes, testing procedures, testing parameters and results, engineering information and designs, and other confidential information regarding Client's products and processes ("Confidential Information"). Consultant agrees that he shall not disclose any such Confidential Information, whether general or specific, to any person or party, including any supplier, customer or competitor of Client, or use such Confidential Information for the benefit of any person or party other than Client. In the event Consultant uses or discloses such information in violation of this Agreement, Consultant shall be liable for any damages to Client as a result of such use or disclosure of the Confidential

Information, and for all attorneys' fees incurred by Client in an attempt to protect such information and/or prevent its disclosure or use by Consultant.

Dispute Resolution & Arbitration

In the event of any disputes arising regarding this Agreement, the services or payments required under it, or any claims by Client or Consultant, the parties agree to attempt to resolve their differences in good faith. In the event that the parties are unable to resolve their dispute between themselves, the parties agree that the claim will be submitted to and determined exclusively by binding arbitration under the rules of the California Arbitration Act (California Code of Civil Procedure §1280 et seq., including §1283.05) and all of the Acts other mandatory and permissive rights thereunder. Both Client and Consultant specifically waive the right to trial by court or jury and agree that their rights will be determined exclusively by the Arbitrator in accordance with the California Arbitration Act. Each side shall bear its own initial attorneys' fees and costs. The final costs of the Arbitration shall be allocated by the Arbitrator.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Attorneys' Fees and Disbursements

In the event of any action at law or in equity between the parties to enforce or interpret this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment.

Waiver

No waiver of any default or failure or delay to exercise any right or remedy by a party shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

Assignability.

Neither party shall assign, convey or otherwise transfer this Agreement without the prior written consent of the other party.

Entire Agreement

This Agreement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect.

Modification

This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

Partial Invalidity

If any clause, paragraph, phrase, provision, section or sentence of this Agreement shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining clauses, sections, phrases and sentences of this Agreement shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

In acceptance and agreement to the terms and conditions stated above, the parties have signed this Agreement in the space provided below.

**Tehachapi Valley Recreation Park
District**

**Tim Trujillo, an individual doing
HR Focus HR Focus**

Signature

Signature

Title

Consultant
Title

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

ENTERING A PROFESSIONAL AGREEMENT WITH HR FOCUS

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 02-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) can benefit from the occasional professional advice of a human resources consultant; and

WHEREAS, Tim Trujillo, dba HR Focus, is a professional, qualified, and recommended consultant on the topic of human resources; and

WHEREAS, the agreement provided by HR Focus and reviewed and approved by counsel meets the criteria required to fulfill the needs of TVRPD; and

WHEREAS, whereas the cost of implementation excluding travel costs is \$62.50 per hour not to exceed \$620.50 during any one-month period.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve execution of said contract between TVRPD and HR Focus.



December 18, 2012

Agenda Item 9.C.

Approval of Letter of Engagement with Marlene Lewis, dba Better Ledger, Resolution #03-12

Recommendation: That the board approves Resolution #03-12 to accept the Letter of Engagement with Marlene Lewis, dba Better Ledger as presented and having been reviewed by counsel.

Fiscal Impact: The services of Better Ledger would amount to not more than \$650 per month without further board approval from the "Professional Services" budget, of which a balance (as of 11/30/12) of \$29,898.23 remains.

Previous Board Action: On August 30, 2012, the board approved a similar contract with Simply Accurate for \$1,400/month.

Background: Due to health issues, the principal of Simply Accurate was unable to continue to support the bookkeeping needs of the Tehachapi Valley Recreation and Parks District. The interim district manager has great confidence in Better Ledger's ability and ethics and recommends engaging those services until further notice.

BETTER LEDGER INTRODUCTION

Better Ledger Inc. began business in Tehachapi as Better Ledger Bookkeeping Company in 1985 by Marlene Lewis. In 1986 I joined with Barbara Willingham who owed Barbara's Income Tax Service in Bakersfield. Together we formed Better Ledger Inc., which has provides both bookkeeping and income tax services to Bakersfield and Tehachapi clients for 26 years. At our peak in the late 1990's we were a large accounting service with 160 bookkeeping and payroll clients and over 2500 tax clients.

In June of 2004 we sold off some of our bookkeeping and payroll clients and many of our tax clients in an effort to downsize. Today we still maintain a modest practice in Bakersfield and Tehachapi.

I graduated from Lufkin Business College in 1982 as a Junior Accountant. In 1983 I became the bookkeeper for Bear Valley Springs Property Owners Association. Three years later I started my own business and one of my first clients was Alpine Forest Park Property Owners Association who remained a client for 20 years. Bear Valley and Alpine Forest Park required annual certified audits, which I handled with only minimal adjustments to the financial statements.

For the last three years I have assisted Stallion Springs with their annual audit. In addition, we converted their bookkeeping to QuickBooks and brought their accounts payable in house. The first year I prepared the paperwork for the audit, which included the reconciliation of the balance sheet accounts and preparation of the binder in accordance with accounting standards. The second year I taught the Stallion Springs bookkeeper how to prepare for the audit. This year I only assisted in some of the more difficult aspects of the audit. In the future my function should only be as a QuickBooks Pro Advisor.

I also am the bookkeeper for the Tehachapi Area Association of Realtors and the Tehachapi MLS. They also had some confusion after an employee of many years had left. The new office manager quickly recognized the need for some accounting reorganization and in the last two years we have gotten the accounting under control resulting in more accurate and timely information being provided to the board. We have recently moved the accounting to QuickBooks Online and it is working well.

Better Ledger Inc is a paperless office. We use SaaS (Software as a Service) Cloud based filing systems, online accounting systems which allow both the client, the bookkeeper, and the auditors to all easily access the accounting files and perform accounting functions which alleviates duplication and save valuable man hours. Our clients' important accounting records are filed in an online client portal, which notifies the client or our office when files are uploaded or downloaded. This allows our clients the opportunity to download financial records to their own computer or flash drives at their leisure. Our records are encrypted and backed up both online and in house. We can help our clients with similar systems should they be inclined.

Better Ledger Inc.
Marlene M Lewis
20432 Valley Blvd Suite A
Tehachapi CA 93561
661-822-1955

December __, 2012

Board of Directors & Debbie Williams
Tehachapi Valley Recreation and Parks District
Tehachapi, CA 93561

Re: Letter of Engagement

This letter is to confirm our understanding of the terms and objectives of our engagement by Tehachapi Valley Recreation and Parks District ("TVRPD") and the nature and limitations of the services we will provide.

We will provide the following bookkeeping services on a monthly basis:

1. Preparation of the following Financial Statements:

Balance Sheet

Profit and Loss Statement with actual month and year to date
Percentages

Actual vs. Budgeted

Cash Flow Statement

2. Preparation of the following Sub-Ledgers and Journals:

General Ledger

General Journal

Cash Receipts Journal

Cash Disbursements Journal

Bank Account Reconciliation

Accounts Receivable Reconciliations

Accounts Payable Reconciliations and check processing if requested

3. We will make corrections and additions to the postings of TVRPD as necessary so that timely and accurate financial information is available at all times to the Board of Directors.
4. Provide assistance to office staff upon request.
5. Provide training to office staff upon request.
6. Provide QuickBooks Pro Advisor services upon request
7. Provide Annual Reconciliation of Balance Sheet and other accounts to Auditor for Annual Audit

Our fees will be billed at a monthly fixed rate of not more than Six Hundred Fifty Dollars and No Cents (\$650.00) which will cover a maximum of two (2) hours of services per week or eight (8) hours of services per month and all services as outlined above in 1 through 7. We will not exceed the allotted time or fee without prior written approval from TVRPD. However it is entirely possible that our fee will be less than stated above.

All additional work requested or approved by TVRPD will be billed at our regular hourly rate of Seventy-Five Dollars and No Cents (\$75.00) per hour.

We shall be responsible to both withhold and pay any and all taxes, including, but not limited to, Federal and state income taxes, SDI and FICA, for our employees or independent contractors, if any. We shall not be entitled to any additional or further consideration, fees or payments, or any bonus in addition to the fees specified above.

Better Ledger Inc. will not audit or review TVRPD's financial statements, or any other accounting documents and information provided by TVRPD. Accordingly, we ask that TVRPD not in any manner refer to this as an audit or review. Nor will we otherwise verify the data TVRPD submits for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information TVRPD provides to us. Notwithstanding the foregoing, all information received from TVRPD and posted by us shall follow strict audit trail procedures.

Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask TVRPD for clarification of some of the information TVRPD provides, and we will inform TVRPD of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in TVRPD's internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters.

TVRPD is responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, TVRPD is responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

TVRPD is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. TVRPD are also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from employees, former employees, regulators, or others. In addition, TVRPD is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the following documents and information concerning your organization:

1. Copies of basic documents reflecting your financial transactions, including check stubs, summaries of cash receipts and sales (cash and charge), bank statements and canceled checks, listings of accounts receivable and accounts payable, and documentary support of property and equipment transactions-purchases, trades, sales, and other dispositions;
2. Information concerning any mortgage or pledge of business assets on business debts, any personal guarantees or debt, leases, or other information that effects or may affect the results of operations of the business;
3. Any other financial information necessary for the purpose of reflection on your accounting records, trial balance and tax returns;
4. Identification of all cash receipts as to source (i.e., loans, sales, etc.), and information concerning all transactions that are consummated with cash.

Any failure to provide such documents and information, and to do so in a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement. TVRPD agrees to accept responsibility for any effect on its accounting records and financial statements of basic financial information or transaction documents not submitted to us for processing and entry, or losses that may result from their absence.

Invoices remaining unpaid more than thirty (30) days past the billing date may be deemed delinquent, and are subject to an interest charge of one percent (1.0%) per month. We

reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, TVRPD agrees to reimburse us for our costs of collection, including attorneys' fees.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. Either party may terminate our services, in writing at any time. In the event of termination, TVRPD will be obligated to compensate us for services performed through the date of termination.

It is our policy to retain engagement documentation for a period of four (4) years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of TVRPD original records during the engagement, those documents will be returned to TVRPD promptly upon completion of the engagement, and TVRPD will provide us with a receipt for the return of such records. The balance of our engagement file, other than the compiled financial statement, which we will provide to TVRPD at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, TVRPD agrees to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard. We will give TVRPD prompt notice of any such subpoena, court order or other legal process so that TVRPD may, at its option, seek a protective order or injunction against production of such records.

In the event that we become obligated to pay any judgment, fine, penalty, or similar award or sanction; agree to pay any amount in settlement; and/or incur any costs, as a result of a claim, investigation, or other proceeding instituted by any third party, including any governmental or quasi-governmental body, and if such obligation is a direct or indirect result of any inaccurate or incomplete information that TVRPD provided to us during the course of this engagement, whether intentionally or negligently, and not any failure on our part to comply with professional standards, TVRPD agree to indemnify us, defend us, and hold us harmless as against such obligations, agreements, and/or costs.

TVRPD agrees that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Kern, according to its mediation

rules, and any ensuing litigation shall be conducted within said county, according to California law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

In the event of litigation brought against us, any judgment TVRPD obtains shall be limited in amount, and shall not exceed the amount of the annual fee charged by us, and paid by TVRPD, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

We will comply with all federal, state and local codes, laws, ordinances, regulations, rules and other legal requirements in providing the services to TVRPD. We also shall further give all notices and comply with all federal, state and local codes, laws, ordinances, regulations, rules and other legal requirements.

We acknowledge that we are an independent contractor and not an employee, agent or partner of TVRPD. Nothing in this letter of engagement shall be interpreted or construed as creating or establishing the relationship of employer and employee between TVRPD and us. We shall not possess any management authority within TVRPD. Also, we shall not enter into any agreements or contracts, whether oral or written, express or implied, or otherwise incur any indebtedness on behalf of TVRPD without its prior approval. Both parties acknowledge that we are not an employee of TVRPD for State or Federal tax purposes.

This letter of engagement will be governed by and construed in accordance with the laws of the State of California. In the event of any action at law or in equity between the parties to enforce or interpret this letter of engagement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment.

No waiver of any default or failure or delay to exercise any right or remedy by TVRPD or us shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

Neither party shall assign, convey or otherwise transfer this letter of engagement without the prior written consent of the other party.

This letter of engagement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this letter of engagement are expressly superseded hereby and have no further force or effect.

This letter of engagement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

If any clause, paragraph, phrase, provision, section or sentence of this engagement shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining clauses, sections, phrases and sentences of this letter of engagement shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this letter of engagement.

If, after full consideration and consultation with counsel if so desired, TVRPD agrees that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for TVRPD's records.

Tehachapi Valley Recreation and Parks District
Letter of Engagement
December __, 2012
Page 7 of 7

Thank you for your consideration, and please contact me with any questions that you may have.

Very truly yours,

Marlene M. Lewis
Officer, Better Ledger Inc.

ACCEPTED AND AGREED:

Tehachapi Valley Recreation and Parks District

By: _____

Its: _____

Date: _____

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

ENTERING A PROFESSIONAL AGREEMENT WITH BETTER LEDGER

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 03-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) can benefit from the support and professional advice of a bookkeeper; and

WHEREAS, Marlene Lewis, dba Better Ledger, is a professional, qualified, and recommended bookkeeping service; and

WHEREAS, the letter of engagement provided by Better Ledger and reviewed and approved by counsel meets the criteria required to fulfill the needs of TVRPD; and

WHEREAS, whereas the cost of implementation is \$650.00 per month.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve execution of said letter of engagement between TVRPD and Better Ledger.



December 18, 2012

Agenda Item 9.D.(1)-(4)

Appointment of Standing Committee Chairs:

Personnel and Personnel Policies, Resolution #04-12

Budget and Finance, Resolution #05-12

Program and Program Policy, Resolution #06-12

Park and Facility Improvement and Development, Resolution #07-12

Recommendation: That the board approves Resolutions #04-12, #05-12, #06-12, and #07-12 to appoint committee chairs from nominations received.

Fiscal Impact: The appointment of committee chairs will not impact the budget approved for FY2012-13.

Previous Board Action: There has been no previous action regarding this request under the current board.

Background: The creation of these Standing Committees is provided for in the TVRPD bylaws at the discretion of the board chair. The interim district manager has requested that the committees be activated.

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

**ESTABLISHING A STANDING COMMITTEE:
PERSONNEL AND PERSONNEL POLICIES**

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 04-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) Board of Directors chairman may establish the standing committee "Personnel and Personnel Policies" if s/he deems necessary for the advancement of TVRPD; and

WHEREAS, the board chairman sees benefit in establishing said committee; and

WHEREAS, a committee chairman has been nominated and accepted said nomination and the board has voted in favor of said nominee.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve the establishment of a Personnel and Personnel Policies standing committee..

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

**ESTABLISHING A STANDING COMMITTEE:
BUDGET AND FINANCE**

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 05-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) Board of Directors chairman may establish the standing committee "Budget and Finance" if s/he deems necessary for the advancement of TVRPD; and

WHEREAS, the board chairman sees benefit in establishing said committee; and

WHEREAS, a committee chairman has been nominated and accepted said nomination and the board has voted in favor of said nominee.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve the establishment of a Budget and Finance standing committee.

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

**ESTABLISHING A STANDING COMMITTEE:
PROGRAM AND PROGRAM POLICY**

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 06-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) Board of Directors chairman may establish the standing committee "Program and Program Policy" if s/he deems necessary for the advancement of TVRPD; and

WHEREAS, the board chairman sees benefit in establishing said committee; and

WHEREAS, a committee chairman has been nominated and accepted said nomination and the board has voted in favor of said nominee.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve the establishment of a Program and Program Policy standing committee.

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT**

IN THE MATTER OF

**ESTABLISHING A STANDING COMMITTEE:
PARK AND FACILITY IMPROVEMENT AND DEVELOPMENT**

I, Carrie Champlin, Acting Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of December 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Acting Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Parks District

RESOLUTION NO. 07-12

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) Board of Directors chairman may establish the standing committee "Park and Facility Improvement and Development" if s/he deems necessary for the advancement of TVRPD; and

WHEREAS, the board chairman sees benefit in establishing said committee; and

WHEREAS, a committee chairman has been nominated and accepted said nomination and the board has voted in favor of said nominee.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve the establishment of a Park and Facility Improvement and Development standing committee.