



Tehachapi Valley

Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, MARCH 20, 2018, 5:30 P.M.**

BOARD OF DIRECTORS

LAURA LYNNE WYATT, CHAIRPERSON
IAN STEELE, VICE-CHAIRPERSON
MARY LOU CORPUS-ZAMUDIO, DIRECTOR
KALEB JUDY, DIRECTOR
WES BACKES, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

The Tehachapi Valley Recreation and Park 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 a 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.

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 request specific items to be removed from the Consent Calendar for separate action.

- A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).
- B. Approval of Minutes from the Regular Board Meeting held February 20, 2018 (Pages 4-7).
- C. Approval of the Preliminary Financial Reports for January 2018 (Pages 8-17).
- D. Approval of the 2018 Agreement between Barracuda Swim Team and Tehachapi Valley Recreation and Park District (Pages 18-30).

5. RECREATION SUPERVISOR REPORT

6. OPERATIONS MANAGER REPORT

7. DISTRICT MANAGER REPORT

8. AGENDA ITEMS

- A. Presentation from Isom Advisors a Division of Urban Futures Inc.
- B. Approving the Agreement between Isom Advisors a Division of Urban Futures Inc. and Tehachapi Valley Recreation and Park District for Consulting Services with Respect to Bonds, Pending Legal Counsel Approval. – Discussion/Approval, Resolution #1-18(Pages 31-45).
- C. Approving the Agreement between Barker Rinker Seacat Architecture a Professional Corporation and Tehachapi Valley Recreation and Park District for a Feasibility Study for a Proposed Recreation Center, Pending Legal Counsel Approval - Discussion/Approval, Resolution #2-18(Pages 46-54).
- D. Approving the Agreement between PECOS and Tehachapi Valley Recreation and Park District, Pending Legal Counsel Approval – Discussion/Approval, Resolution #3-18(Pages 55-65).

9. BOARD OF DIRECTORS' TIME

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

10. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on April 17, 2018.



Tehachapi Valley

Recreation & Park District

CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the March 20, 2018, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, March 16, 2018, at 5:30 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 Park District Board of Directors on the 16th day of March 2018.

Dated this 16th day of March 2018.

Carrie Champlin
Carrie Champlin
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
—490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY FEBRUARY 20, 2018, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Wyatt at 5:46 P.M.

BOARD MEMBERS

Laura Lynne Wyatt, Chairperson
Ian Steele, Vice-Chairperson
Mary Lou Corpus-Zamudio, Director
Kaleb Judy, Director
Wes Backes, Director

ALSO PRESENT

Michelle Vance, District Manager
Corey Torres, Recreation Supervisor
Bill Fisher, Operations Manager
Carrie Champlin, Business Manager/Clerk of the Board
Jason Champlin, TVRPD Facility Supervisor

1. **FLAG SALUTE:** Kaleb Judy led the flag salute.
2. **ROLL CALL:** Director Corpus-Zamudio and Vice-Chairperson Steele were absent.
3. **PUBLIC COMMENTS:** None.
4. **CONSENT CALENDAR**
 - A. **Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting Held**
Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting. BOARD APPROVED SECRETARY DECLARATION.
Judy - Backes: Ayes: Wyatt; Judy; Backes
Noes: None. Motion carried.
Absent: Corpus-Zamudio; Steele
 - B. **Approval of Minutes from the Regular Board Meeting held January 16, 2018.**
BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD ON JANUARY 16, 2018.
Judy - Backes: Ayes: Wyatt; Judy; Backes
Noes: None. Motion carried.
Absent: Corpus-Zamudio; Steele
 - C. **Approval of the Preliminary Financial Reports for January 2018.**
BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S PRELIMINARY FINANCIAL REPORTS FOR JANUARY 2018.
Judy - Backes: Ayes: Wyatt; Judy; Backes
Noes: None. Motion carried.
Absent: Corpus-Zamudio; Steele

5. RECREATION COORDINATOR REPORT

Recreation Supervisor Corey Torres gave the report.

- Youth Basketball has 360 participants registered and the program will finish in mid-March.
- TVRPD 2018 Brochure was presented to the Board.
- TVRPD added seven new programs in 2018. Be sure to check them out in the 2018 brochure. New programs include music lessons, self-defense classes, senior kick boxing, meditation, and birthing classes.
- Upcoming events for April and May include the Fishing Derby, Easter Egg Hunt, and the Run and Ride with the Wind events. The pool will reopen in April.
- Youth Baseball registrations are underway.

6. OPERATIONS MANAGER REPORT

Operations Manager Bill Fisher gave the report.

- Seasonal employee completed the available hours of work per the 2017-2018 Fiscal Year Budget. Had to adjust the maintenance staff to accommodate weekend coverage in doing so we only have three (3) days per week with full staff to complete special projects.
- Met with Tehachapi High School WorkAbility instructor Gina Martinez. They provide students pay, and insurance including workers compensation and we provide the training and supervision.
- We had someone who needed to complete approximately forty (40) hours of community service. He cleaned along the fence lines at West Park, along with stacking brush piles at Brite Lake.
- Safety Training was completed the subject matter was Disaster Preparedness.
- CPRS Professional Development Conference in Bakersfield was attended by all Maintenance staff.
- ABIAC: Rainguard Seamless Gutter Systems has completed the installation of rain gutters. Met with Corey Torres and Gym Supervisors regarding procedures for securing the building, setting alarm and custodial responsibilities.
- Central Park: Gopher abatement continues.
- West Park: Cleaned out the storage at the city yard that had Hot Dog Festival and GranFondo equipment and supplies. We stored the Hot Dog Festival equipment at the pool storage. The GranFondo equipment and supplies are in an enclosed trailer that we own. Repaired restroom that was vandalized. Gopher abatement continues. Re-keyed the District Office. Started repair of a leaking irrigation valve.
- Brite Lake: Repaired boat ramp. Painted Kiosk. Water supply well shutdown.
- Meadowbrook Park: Gopher abatement continues. Repair of bathroom door vandalism.

7. DISTRICT MANAGER REPORT

District Manager Vance gave the report.

- District Manager Vance reported that she will attend the L.A. Travel Show this weekend.

- District Manager Vance met with Isom Advisors Inc. to discuss consulting services in regards to bonds.
- District Manager Vance met with the CEO of Barker Rinker Secat to discuss a business plan for a proposed TVRPD Community Center. Plan to meet with the City of Tehachapi in March to discuss helping pay for the plan, and will meet with other community partners as well.
- Brite Lake: Revision of the agreement between TVRPD and TCCWD is in process. leveling of camp sites is scheduled for this spring. Met with a fencing contractor to discuss installing 1900 feet of fencing at Brite Lake. Thank you to our Birte Lake volunteers James and Tonya Osenbaugh for taking care of the trenching needed to run the lines for Race Wi-Fi service. Thank you to Race Communications for partnering with TVRPD. Tehachapi Rotary would like to partner with TVRPD to help with Brite Lake campsite expansion.
- District Manager Vance will attend the CPRS annual conference the week of March 12th.
- District Manager Vance met with PECOS League of Professional Baseball Clubs to discuss the use of one field at West Park. Met with Tehachapi Little League's Board to discuss the use of the field, and the Board agreed. The PECOS agreement will be on the March agenda for approval.

8. AGENDA ITEMS

A. Recognition of Tehachapi Valley Recreation and Park District Recreation Staff.

Recreation Supervisor Corey Torres recognized TVRPD's Facility Supervisor Jason Champlin and presented him with a certificate of recognition for his service to the District.

B. Approving Staff to Purchase RMS Hospitality Cloud Service for Brite Lake.

District Manager Vance gave a presentation of the service to the Board.

BOARD APPROVES STAFF TO PURCHASE RMS HOSPITALITY CLOUD SERVICE FOR BRITE LAKE.

Judy - Backes: Ayes: Wyatt; Judy; Backes

Noes: None. Motion carried.

Absent: Corpus-Zamudio; Steele

9. CLOSED SESSION:

- a. Public Employee Performance Evaluation – General Manager Government Code Section 54957 (b)(1)

MOTION TO ADJOURN TO CLOSED SESSION AT 6:40 P.M.

Backes - Judy: Ayes: Wyatt; Judy; Backes

Noes: None. Motion carried.

Absent: Corpus-Zamudio; Steele

MOTION TO RECONVENE FROM CLOSED SESSION AT 6:50 P.M.

Backes - Judy: Ayes: Wyatt; Judy; Backes

Noes: None. Motion carried.

Absent: Corpus-Zamudio; Steele

Report on Closed Session: No action taken.

10. AGENDA ITEMS CONT.

C. District Manager Employment Agreement.

MOTION TO ACCEPT AND SIGN THE EMPLOYMENT AGREEMENT FOR
MICHELLE VANCE WITH AN ANNUAL SALARY OF \$85,000.00.

Judy - Backes: Ayes: Wyatt; Judy; Backes

Noes: None. Motion carried.

Absent: Corpus-Zamudio; Steele

11. BOARD OF DIRECTORS TIME: Director Backes thanked staff for their work and stated he is happy to be a part of TVRPD.

12. ADJOURNMENT

Having no further business the meeting was adjourned at 7:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on March 20, 2018.

Judy - Backes: Ayes: Wyatt; Judy; Backes

Noes: None. Motion carried.

Absent: Corpus-Zamudio; Steele

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board



Tehachapi Valley Recreation and Park District

BALANCE SHEET

As of January 31, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	491,332.85
1004 Check BOTS 4470	78,762.68
1005 County Treasury Capital Projects Fund	25,456.75
1051 Change Fund	850.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$596,802.28
Accounts Receivable	
1200 Accounts Receivable	23,486.50
Total Accounts Receivable	\$23,486.50
Other Current Assets	
1070 Prepaid Expenses	14,526.66
1071 Deferred Expense-2018 Grand Fondo	1,570.56
1092 Credit Card Receivables	29.00
1210 Inventory Asset	4,730.95
Total Other Current Assets	\$20,857.17
Total Current Assets	\$641,145.95
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,049,721.76
1163 Equipment	1,046,083.14
1163.1 Equipment Not Placed In Service	50,043.59
1166 Furniture & Fixtures	24,895.98
1167 Machinery	47,089.00
1170 Accumulated Depreciation	-2,681,915.00
1180 Fleet Vehicles and Equipment	170,165.22
Total Fixed Assets	\$2,413,209.97
Other Assets	
1901 DOR-Employee Contribution after MD	32,998.00
1903 DOR-Difference in Properties	13,059.00
1904 DOR-Difference in Experience	1,444.00
Total Other Assets	\$47,501.00
TOTAL ASSETS	\$3,101,856.92
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	13,750.28
Total Accounts Payable	\$13,750.28

	TOTAL
Credit Cards	
2010 Cardmember Services Payable	4,130.60
2014 Home Depot Payable	1,345.29
Total Credit Cards	\$5,475.89
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	31,081.76
2207 Sales tax payable	11.35
2208 Kern County Loan Payable	60,000.00
2210 Payroll Liabilities	1,126.17
2251 Deferred Revenue-2018 GranFondo	23,000.00
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$116,219.28
Total Current Liabilities	\$135,445.45
Long-Term Liabilities	
2310 Loan Payable 2016	541,380.00
2900 Net Pension Liability	75,553.00
2901 DIR-Earning on Plan Investments	6,844.00
2902 DIR-Difference in Contributions	26,248.00
2903 DIR-Difference in Proportion	73,239.00
2905 DIR-Changes in Assumption	13,654.00
Total Long-Term Liabilities	\$736,918.00
Total Liabilities	\$872,363.45
Equity	
3010 Net Investment In Capital Assets	2,580,724.25
3020 Restricted Funds	238,043.22
3030 Unrestricted Funds	-932,317.28
3110 Retained Earnings	236,824.90
Net Income	106,218.38
Total Equity	\$2,229,493.47
TOTAL LIABILITIES AND EQUITY	\$3,101,856.92



Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

January 2018

	TOTAL		
	JAN 2018	JUL 2017 - JAN 2018 (YTD)	% OF INCOME
Income			
4010 Property Taxes	17,493.33	508,746.81	41.32 %
4020 Interest Income	573.70	963.86	1.36 %
4020.1 Interest Income Cap Proj Fund	47.31	72.52	0.11 %
4030 Adult Program Revenues	589.00	11,702.05	1.39 %
4050 Facility Revenue	9,873.38	76,064.70	23.32 %
4100 Advertising Revenues		2,500.00	
4200 Contracted Classes Revenues	4,257.50	20,482.87	10.06 %
4210 Events Revenues	735.00	17,966.08	1.74 %
4213 Operational Grants	6,000.00	36,843.12	14.17 %
4216 Scholarship Donations	5.00	90.00	0.01 %
4300 Youth Program Revenues	2,779.50	52,370.20	6.57 %
4610 Billable Expense Income		5,880.35	
4650 Discounts given	-17.80	-1,942.55	-0.04 %
4704 Sales		858.48	
Total Income	\$42,335.92	\$732,598.49	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs		1,475.32	
5002 Fish Stocking	5,000.00	5,000.00	11.81 %
5004 Contracted Classes Costs	2,763.21	18,723.91	6.53 %
5005 Events Costs	85.23	25,620.21	0.20 %
5008 Youth Program Costs	4,938.10	8,309.48	11.66 %
5110 Scholarship Fund Expense	189.00	1,449.87	0.45 %
5704 Purchases for Resale		454.63	
Total Cost of Goods Sold	\$12,975.54	\$61,033.42	30.65 %
GROSS PROFIT	\$29,360.38	\$671,565.07	69.35 %
Expenses			
6000 Employee Costs	47,177.99	361,915.19	111.44 %
7010 Advertising & Marketing	3,362.28	13,434.22	7.94 %
7020 Bank Service Charges	380.24	5,438.10	0.90 %
7026 Charitable Contribution		1,100.79	
7030 Dues & Subscriptions	565.00	4,700.00	1.33 %
7035 Equipment Rents & Leases	170.52	2,092.68	0.40 %
7050 Insurance	1,982.67	14,660.67	4.68 %
7056 Interest Expense		10,580.55	
7060 Licenses & Fees	366.27	4,626.60	0.87 %
7070 Maintenance	5,535.96	65,027.11	13.08 %
7084 Meals & Entertainment	206.37	2,373.95	0.49 %
7090 Office Supplies	550.20	10,211.51	1.30 %
7120 Professional Development	523.00	6,191.94	1.24 %
7150 Professional Fees	2,959.13	30,796.27	6.99 %
7180 Security	329.96	1,709.72	0.78 %

	TOTAL		
	JAN 2018	JUL 2017 - JAN 2018 (YTD)	% OF INCOME
7210 Telephone	923.97	7,071.94	2.18 %
7230 Uniforms & Apparel		2,201.75	
7250 Utilities	3,355.46	37,283.86	7.93 %
Total Expenses	\$68,389.02	\$581,416.85	161.54 %
NET OPERATING INCOME	\$ -39,028.64	\$90,148.22	-92.19 %
Other Income			
8040 TVRPD Development Fee Revenues	4,274.00	19,239.33	10.10 %
Total Other Income	\$4,274.00	\$19,239.33	10.10 %
Other Expenses			
8505 Quimby Expense		3,169.17	
Total Other Expenses	\$0.00	\$3,169.17	0.00%
NET OTHER INCOME	\$4,274.00	\$16,070.16	10.10 %
NET INCOME	\$ -34,754.64	\$106,218.38	-82.09 %



Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

January 2018

	TOTAL			
	JAN 2018	JAN 2017 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	17,493.33	17,829.55	-336.22	-1.89 %
4020 Interest Income	573.70	1,239.37	-665.67	-53.71 %
4020.1 Interest Income Cap Proj Fund	47.31	28.05	19.26	68.66 %
4030 Adult Program Revenues	589.00		589.00	
4050 Facility Revenue	9,873.38	7,055.99	2,817.39	39.93 %
4200 Contracted Classes Revenues	4,257.50	4,228.50	29.00	0.69 %
4210 Events Revenues	735.00	986.00	-251.00	-25.46 %
4213 Operational Grants	6,000.00		6,000.00	
4215 Capital Grants		5,000.00	-5,000.00	-100.00 %
4216 Scholarship Donations	5.00		5.00	
4300 Youth Program Revenues	2,779.50	2,987.45	-207.95	-6.96 %
4650 Discounts given	-17.80	-178.00	160.20	90.00 %
4690 Other Income		2,565.19	-2,565.19	-100.00 %
Total Income	\$42,335.92	\$41,742.10	\$593.82	1.42 %
Cost of Goods Sold				
5002 Fish Stocking	5,000.00		5,000.00	
5004 Contracted Classes Costs	2,763.21	2,815.56	-52.35	-1.86 %
5005 Events Costs	85.23		85.23	
5008 Youth Program Costs	4,938.10	3,362.05	1,576.05	46.88 %
5110 Scholarship Fund Expense	189.00	79.50	109.50	137.74 %
Total Cost of Goods Sold	\$12,975.54	\$6,257.11	\$6,718.43	107.37 %
GROSS PROFIT	\$29,360.38	\$35,484.99	\$ -6,124.61	-17.26 %
Expenses				
6000 Employee Costs	47,177.99	53,531.10	-6,353.11	-11.87 %
7010 Advertising & Marketing	3,362.28	2,899.06	463.22	15.98 %
7020 Bank Service Charges	380.24	535.28	-155.04	-28.96 %
7030 Dues & Subscriptions	565.00	1,165.00	-600.00	-51.50 %
7035 Equipment Rents & Leases	170.52		170.52	
7050 Insurance	1,982.67	1,694.08	288.59	17.04 %
7060 Licenses & Fees	366.27	74.34	291.93	392.70 %
7070 Maintenance	5,535.96	5,089.80	446.16	8.77 %
7084 Meals & Entertainment	206.37	237.14	-30.77	-12.98 %
7090 Office Supplies	550.20	1,154.51	-604.31	-52.34 %
7120 Professional Development	523.00	348.57	174.43	50.04 %
7150 Professional Fees	2,959.13	5,647.39	-2,688.26	-47.60 %
7160 Property Tax Collection Fee		107.29	-107.29	-100.00 %
7180 Security	329.96	179.96	150.00	83.35 %
7210 Telephone	923.97	931.70	-7.73	-0.83 %
7230 Uniforms & Apparel		1,832.92	-1,832.92	-100.00 %
7250 Utilities	3,355.46	4,909.47	-1,554.01	-31.65 %
Total Expenses	\$68,389.02	\$80,337.61	\$ -11,948.59	-14.87 %

	TOTAL			
	JAN 2018	JAN 2017 (PY)	CHANGE	% CHANGE
NET OPERATING INCOME	\$ -39,028.64	\$ -44,852.62	\$5,823.98	12.98 %
Other Income				
8040 TVRPD Development Fee Revenues	4,274.00	2,137.00	2,137.00	100.00 %
Total Other Income	\$4,274.00	\$2,137.00	\$2,137.00	100.00 %
Other Expenses				
8502 Capital Improvements		138,501.72	-138,501.72	-100.00 %
Total Other Expenses	\$0.00	\$138,501.72	\$ -138,501.72	-100.00 %
NET OTHER INCOME	\$4,274.00	\$ -136,364.72	\$140,638.72	103.13 %
NET INCOME	\$ -34,754.64	\$ -181,217.34	\$146,462.70	80.82 %



Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

January 2018

	TOTAL
OPERATING ACTIVITIES	
Net Income	-34,754.64
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	14,933.50
1070 Prepaid Expenses	-14,526.66
1071 Deferred Expense-2018 Grand Fondo	-1,570.56
1092 Credit Card Receivables	770.00
2000 Accounts Payable-General Fund	4,913.50
2010 Cardmember Services Payable	1,944.32
2014 Home Depot Payable	-1,143.95
2207 Sales tax payable	-349.84
2211 Payroll Liabilities:CalPERS Payable	-2,014.02
2231 Payroll Liabilities:Health Plan Payable	-310.08
2241 Payroll Liabilities:AFLAC Payable	-318.64
2250 Payroll Liabilities:Payroll Tax Liabilities	1,866.54
2251 Deferred Revenue-2018 GranFondo	5,000.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	9,194.11
Net cash provided by operating activities	\$ -25,560.53
INVESTING ACTIVITIES	
1162 Improvements	-11,055.00
Net cash provided by investing activities	\$ -11,055.00
FINANCING ACTIVITIES	
3022 Restricted Funds:Capital Projects	4,576.58
3028 Restricted Funds:Site Lease Funds	-12,273.10
3030 Unrestricted Funds	7,696.52
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$ -36,615.53
Cash at beginning of period	633,417.81
CASH AT END OF PERIOD	\$596,802.28

Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: TVRPD CLASS BUDGET 2017-2018 - FY18 P&L CLASSES

July 2017 - January 2018

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	508,746.81	509,629.19	882.38	0.17 %
4020 Interest Income	963.86	1,458.31	494.45	33.91 %
4020.1 Interest Income Cap Proj Fund	72.52		-72.52	
4030 Adult Program Revenues	11,702.05	18,462.50	6,760.45	36.62 %
4050 Facility Revenue	76,064.70	67,775.84	-8,288.86	-12.23 %
4100 Advertising Revenues	2,500.00		-2,500.00	
4200 Contracted Classes Revenues	20,482.87	22,546.44	2,063.57	9.15 %
4210 Events Revenues	17,966.08	18,353.64	387.56	2.11 %
4213 Operational Grants	36,843.12	20,416.69	-16,426.43	-80.46 %
4215 Capital Grants		11,083.31	11,083.31	100.00 %
4216 Scholarship Donations	90.00		-90.00	
4300 Youth Program Revenues	52,370.20	60,287.50	7,917.30	13.13 %
4610 Billable Expense Income	5,880.35	8,750.00	2,869.65	32.80 %
4650 Discounts given	-1,942.55	-2,041.69	-99.14	4.86 %
4704 Sales				
4701 Beer Sales-Taxable		408.31	408.31	100.00 %
4703 Food Sales-Taxable	240.56		-240.56	
4705 Food Sales Non Taxable	523.75	268.31	-255.44	-95.20 %
4709 Soda Sales-Taxable	94.17	116.62	22.45	19.25 %
Total 4704 Sales	858.48	793.24	-65.24	-8.22 %
Total Income	\$732,598.49	\$737,514.97	\$4,916.48	0.67 %
Cost of Goods Sold				
5001 Adult Program Costs	1,475.32	2,012.43	537.11	26.69 %
5002 Fish Stocking	5,000.00	5,833.31	833.31	14.29 %
5004 Contracted Classes Costs	18,723.91	21,183.82	2,459.91	11.61 %
5005 Events Costs	25,620.21	26,353.81	733.60	2.78 %
5008 Youth Program Costs	8,309.48	17,949.19	9,639.71	53.71 %
5110 Scholarship Fund Expense				
5115 Chavez Scholarship Fund	812.37	1,458.45	646.08	44.30 %
5117 Walter Dye Scholarship Fund	637.50	1,458.45	820.95	56.29 %
Total 5110 Scholarship Fund Expense	1,449.87	2,916.90	1,467.03	50.29 %
5704 Purchases for Resale				
5701 Beer Purchases		262.50	262.50	100.00 %
5703 Food Purchases	324.50	230.37	-94.13	-40.86 %
5709 Soda Purchases	130.13	58.38	-71.75	-122.90 %
Total 5704 Purchases for Resale	454.63	551.25	96.62	17.53 %
Total Cost of Goods Sold	\$61,033.42	\$76,800.71	\$15,767.29	20.53 %
GROSS PROFIT	\$671,565.07	\$660,714.26	\$ -10,850.81	-1.64 %
Expenses				
6000 Employee Costs				
6010 Wages & Salaries	275,358.52	276,392.06	1,033.54	0.37 %

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
6020 Employee Taxable Allowances	4,327.60	5,366.62	1,039.02	19.36 %
6050 Benefits				
6051 Employee MedDentalVisLife	19,927.41	31,500.00	11,572.59	36.74 %
6055 Employee Retirement CalPERS	17,953.41	19,755.12	1,801.71	9.12 %
6058 Employer Taxes	26,289.58	28,583.38	2,293.80	8.02 %
6060 Reimbursed Employee Expenses		583.38	583.38	100.00 %
6070 Vacation, Sick, & Admin Leave		875.00	875.00	100.00 %
6090 Worker's Compensation Insurance	18,058.67	16,773.12	-1,285.55	-7.66 %
6099 Pension GASB 68		4,815.44	4,815.44	100.00 %
Total 6050 Benefits	82,229.07	102,885.44	20,656.37	20.08 %
Total 6000 Employee Costs	361,915.19	384,644.12	22,728.93	5.91 %
7010 Advertising & Marketing	13,434.22	11,666.69	-1,767.53	-15.15 %
7020 Bank Service Charges	5,438.10	5,250.00	-188.10	-3.58 %
7026 Charitable Contribution	1,100.79	1,166.69	65.90	5.65 %
7030 Dues & Subscriptions	4,700.00	5,220.81	520.81	9.98 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental	292.32	3,500.00	3,207.68	91.65 %
7037 Office Equipment Rental	1,800.36	700.00	-1,100.36	-157.19 %
Total 7035 Equipment Rents & Leases	2,092.68	4,200.00	2,107.32	50.17 %
7050 Insurance				
7051 Auto Insurance	2,791.81	2,625.00	-166.81	-6.35 %
7052 HUB Insurance	336.50	58.31	-278.19	-477.09 %
7053 Property Insurance	7,107.94	6,125.00	-982.94	-16.05 %
7055 Liability Insurance	4,424.42	4,666.69	242.27	5.19 %
Total 7050 Insurance	14,660.67	13,475.00	-1,185.67	-8.80 %
7056 Interest Expense	10,580.55	10,549.56	-30.99	-0.29 %
7060 Licenses & Fees	4,626.60	4,958.31	331.71	6.69 %
7070 Maintenance				
7071 Pool Chemicals	4,321.49	3,500.00	-821.49	-23.47 %
7072 Building & Park Maintenance	23,082.61	15,225.07	-7,857.54	-51.61 %
7073 Accessibility Upgrades		58.31	58.31	100.00 %
7074 Equipment Maintenance	6,598.87	10,266.62	3,667.75	35.73 %
7075 Fuel	5,612.70	5,250.00	-362.70	-6.91 %
7076 Janitorial Supplies	6,292.83	5,541.69	-751.14	-13.55 %
7077 Small Tools & Equipment	1,277.74	291.69	-986.05	-338.05 %
7078 Materials & Supplies	13,938.12	15,691.69	1,753.57	11.18 %
7079 Fleet Maintenance	3,902.75	2,333.31	-1,569.44	-67.26 %
Total 7070 Maintenance	65,027.11	58,158.38	-6,868.73	-11.81 %
7084 Meals & Entertainment	2,373.95	1,166.69	-1,207.26	-103.48 %
7090 Office Supplies	10,211.51	7,875.00	-2,336.51	-29.67 %
7120 Professional Development	6,191.94	5,541.69	-650.25	-11.73 %
7150 Professional Fees				
7151 Annual Audit	10,200.00	6,416.69	-3,783.31	-58.96 %
7152 Bookkeeping & Payroll	13,973.13	12,833.31	-1,139.82	-8.88 %
7153 Information Technology	4,248.76	4,958.31	709.55	14.31 %
7155 Legal	2,374.38	4,666.69	2,292.31	49.12 %
Total 7150 Professional Fees	30,796.27	28,875.00	-1,921.27	-6.65 %
7160 Property Tax Collection Fee		8,166.69	8,166.69	100.00 %

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7180 Security	1,709.72	2,415.07	705.35	29.21 %
7210 Telephone	7,071.94	6,475.00	-596.94	-9.22 %
7230 Uniforms & Apparel	2,201.75	1,458.31	-743.44	-50.98 %
7250 Utilities				
7252 Electric Service	21,586.03	21,087.43	-498.60	-2.36 %
7254 Gas Service	3,981.58	7,320.81	3,339.23	45.61 %
7256 Sanitation Services	5,085.36	8,187.62	3,102.26	37.89 %
7258 Water Service	6,630.89	5,901.06	-729.83	-12.37 %
Total 7250 Utilities	37,283.86	42,496.92	5,213.06	12.27 %
Total Expenses	\$581,416.85	\$603,759.93	\$22,343.08	3.70 %
NET OPERATING INCOME	\$90,148.22	\$56,954.33	\$ -33,193.89	-58.28 %
Other Income				
8040 TVRPD Development Fee Revenues	19,239.33	14,959.00	-4,280.33	-28.61 %
Total Other Income	\$19,239.33	\$14,959.00	\$ -4,280.33	-28.61 %
Other Expenses				
8505 Quimby Expense	3,169.17		-3,169.17	
Total Other Expenses	\$3,169.17	\$0.00	\$ -3,169.17	0.00%
NET OTHER INCOME	\$16,070.16	\$14,959.00	\$ -1,111.16	-7.43 %
NET INCOME	\$106,218.38	\$71,913.33	\$ -34,305.05	-47.70 %

AGREEMENT

THIS AGREEMENT made and entered into on this _____ (the "Effective Date"), by and between the **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI BARRACUDA SWIM TEAM**, a California corporation ("Tehachapi Barracuda"). District and Tehachapi Barracuda are referred to herein singularly as a "party" and collectively as "parties."

RECITALS

WHEREAS, District is the fee owner and operator of certain real property commonly known as the Dye Natatorium and located at 400-B South Snyder in Tehachapi, California (referred to as the "Premises");

WHEREAS, Tehachapi Barracuda operates a youth swim program for children of the City of Tehachapi and surrounding environs during the late spring and summer of each year;

WHEREAS, Tehachapi Barracuda desires to obtain a non-exclusive and revocable license, and District is willing to grant a non-exclusive and revocable license to Tehachapi Barracuda, for the Premises on the terms stated herein; and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

AGREEMENT

1. Grant of License. District hereby grants to Tehachapi Barracuda a non-exclusive and revocable license in the Premises for Tehachapi Barracuda's use of the Premises pursuant to this Agreement (the "License").

2. Term. The term of the License and the other rights granted under this Agreement shall commence on the Effective Date, and shall terminate on July 22, 2018, unless sooner terminated, as set forth herein (the "Term").

3. Tehachapi Barracuda's Responsibilities. Tehachapi Barracuda understands and agrees that the License is subject to the following:

3.1 The License is non-exclusive, and the Premises will be made available for use by the general public at times when not utilized by Tehachapi Barracuda.

3.2 Tehachapi Barracuda shall provide evidence that it carries adequate insurance to cover Tehachapi Barracuda activities and use of the Premises by Tehachapi Barracuda in accordance with the terms provided in Section 8.

3.4 Tehachapi Barracuda shall ensure that all volunteers have undergone adequate screening and background checks by a nationally certified screening agency. Tehachapi Barracuda shall provide District with proof of same.

3.5 Tehachapi Barracuda shall pay to the District an amount of Five-Hundred and fifty dollars and zero cents (\$550.00) per week for the 2018 regular swim season. This entitles the Tehachapi Barracuda to two (2) hours of swim time, five (5) days per week. In addition to the foregoing fee, Home Swim meets will be billed at Eighty Dollars and No Cents per hour (\$80.00/hr.). Tehachapi Barracuda shall pay to the District all rental fees on or before **July 22, 2018**. Tehachapi Barracuda shall provide league regular season schedules to the District in digital format contemporaneously with its execution and delivery of this Agreement, for inclusion on the District website upon approval of this Agreement by District's Board of Directors. Any request for early termination of this Agreement shall be submitted in writing by Tehachapi Barracuda to District management and shall be granted at District's sole discretion.

4. Security Deposit. On or before April 2, 2018, Tehachapi Barracuda shall pay a security deposit of One Thousand Dollars and No Cents (\$1,000.00), which shall be held as security for the performance of the terms of this Agreement. This security deposit can be accepted in "guaranteed funds" only (cash, cashier's check, or money order). This security deposit may be used by the District to cure any default under this Agreement, and Tehachapi Barracuda shall immediately replace any amount so used within fifteen (15) days after written demand by District. District may co-mingle the funds with other funds of District and shall not be required to maintain such funds in a segregated account. Following the expiration of the Term, the remaining amount of the Security Deposit, if any, will be returned to Tehachapi Barracuda upon the District's reconciliation of all fees and costs under this Agreement and following a walkthrough and verification of the vacated Premises by a District Representative.

5. Use. The License for the Premises is nonexclusive for the purposes of Tehachapi Barracuda operating an organized swim program for the youth of the City of Tehachapi and its environs. Tehachapi Barracuda shall provide District with a schedule of practices, meets and

parties to commence on the Premises (the "Swim Schedule") contemporaneously with its execution and delivery of this Agreement. Tehachapi Barracuda shall be granted use of the Premises at the times set forth in the Swim Schedule pending District Board Approval; provided, however, that if the District cannot approve a date and/or time set forth in the Swim Schedule, the parties agree to negotiate in good faith an alternate time and/or date for same. District shall have the right to use the Premises at all times that are not included in the Swim Schedule. Tehachapi Barracuda shall not allow other entities or individuals not associated with Tehachapi Barracuda to use the Premises without District's prior written consent, exercised in its sole and absolute discretion, even if dates and times are within the Swim Schedule. Tehachapi Barracuda shall faithfully observe and agrees to comply with (and cause its employees, agents and invitees to comply with) any rules and regulations for the Premises implemented by District before or during the Term, and with such reasonable modifications thereof and additions thereto as District may from time to time make and put into effect in its sole discretion.

6. Trained and Certified Coaches and Staff; Lifeguard Service. Tehachapi Barracuda acknowledges and agrees that all of its coaches and staff will be trained and certified as required by law, including, but not limited to, in accordance with Health and Safety Code Section 116033. The parties acknowledge and agree that District will be responsible for providing "lifeguard service" as defined by Health and Safety Code Section 116028 during the Swim Schedule at its sole cost and expense, without right of reimbursement from Tehachapi Barracuda. No lifeguard service will be provided by District for any time not included in the Swim Schedule. Accordingly, Tehachapi Barracuda shall indemnify, defend and hold harmless District from any and all claims, injuries, including death, damages, judgments, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to Tehachapi Barracuda or its guests or invitees using the Premises at any time not included on the Swim Schedule.

7. Disclaimer by District. NOTWITHSTANDING SECTION 6 OR ANY OTHER PROVISIONS IN THIS AGREEMENT, DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LIFEGUARD SERVICE OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

EVEN WITH THE LIFEGUARD SERVICE, TEHACHAPI BARRACUDA ACKNOWLEDGES AND AGREES THAT, USE OF THE SWIMMING POOL ON THE PREMISES (THE "ACTIVITY") CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. THE SPECIFIC RISKS VARY FROM ONE SPECIFIC ACTIVITY TO ANOTHER, BUT THE

RISKS RANGE FROM 1) MINOR INJURIES SUCH AS SCRATCHES, BRUISES, AND SPRAINS, 2) MAJOR INJURIES SUCH AS EYE INJURY OR LOSS OF SIGHT, JOINT OR BACK INJURIES, HEART ATTACKS, AND CONCUSSIONS, AND 3) CATASTROPHIC INJURIES INCLUDING PARALYSIS AND DEATH.

TEHACHAPI BARRACUDA ACKNOWLEDGES READING THE FOREGOING, AND UNDERSTANDS AND APPRECIATES THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITY. TEHACHAPI BARRACUDA, FOR ITSELF AND ITS GUESTS AND INVITEES, VOLUNTARY AND KNOWINGLY ASSUMES ALL SUCH RISKS. TEHACHAPI BARRACUDA AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT AND ITS HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, INCLUDING DEATH, DAMAGES, JUDGMENTS, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE ACTIVITY AND TO REIMBURSE DISTRICT FOR ANY SUCH COSTS AND EXPENSES INCURRED, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES.

TEHACHAPI BARRACUDA ALSO IS RESPONSIBLE FOR COMPENSATION OF LOST USE AND ANY DAMAGE TO THE SWIMMING POOL CAUSED BY TEHACHAPI BARRACUDA OR TEHACHAPI BARRACUDA'S GUESTS OR INVITEES, INCLUDING, BUT NOT LIMITED TO, BROKEN GLASS OR OTHER ITEMS INTRODUCED INTO THE PREMISES, CONTAMINATION OF THE WATER, DAMAGE TO THE AUTOMATIC CLEANERS OR OTHER SWIMMING POOL EQUIPMENT, OR EXCESSIVE LOSS OF WATER WILL RESULT IN CHARGES TO TEHACHAPI BARRACUDA FOR CORRECTION OF THE PROBLEM.

TEHACHAPI BARRACUDA ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT TEHACHAPI BARRACUDA SHALL INVESTIGATE ALL APPLICABLE FEDERAL, STATE OF CALIFORNIA, COUNTY OF KERN OR CITY OF TEHACHAPI SWIMMING POOL BARRIER LAWS AND REGULATIONS, AND ALSO AGREES TO COMPLY, AT TEHACHAPI BARRACUDA'S SOLE COST AND EXPENSE WITHOUT RIGHT OF REIMBURSEMENT FROM DISTRICT, WITH SUCH LAWS AND REGULATIONS DURING THE TERM OF THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TEHACHAPI BARRACUDA EXPRESSLY RELIEVES AND INDEMNIFIES, DEFENDS AND HOLDS HARMLESS DISTRICT FROM

ANY AND ALL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH SUCH LAWS AND REGULATIONS.

8. Insurance. Tehachapi Barracuda shall purchase and maintain in force during the Term, and any extensions thereof, comprehensive general liability insurance in an amount of no less than Two Million Dollars and No Cents (\$2,000,000.00) per occurrence combined single limits, with the following coverage and extensions of coverage:

- (a) Third party bodily injury, including death resulting therefrom, and property damage liability;
- (b) Bodily injury, including death resulting therefrom, and property damage for all Tehachapi Barracuda participants, employees, volunteers, or other persons performing services for Tehachapi Barracuda or participating in Tehachapi Barracuda activities and the spouses, children, parents, and siblings of same;
- (c) Owned and Non-owned automobile liability for on-Premises and off-Premises activities;
- (d) Contractual coverage for Tehachapi Barracuda's obligations under this Agreement, including, but not limited to, the obligations to indemnify District as set forth in Section 9; and,
- (e) Products liability for all products distributed by Tehachapi Barracuda, whether by sale or otherwise.

Tehachapi Barracuda's insurance policy shall name District, its agents, officers, directors, employees, and representatives as additional insured. The policy shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District. Tehachapi Barracuda's policy shall provide primary coverage, and no insurance of District shall be called upon to contribute to a loss under the limits of Tehachapi Barracuda's policy. Tehachapi Barracuda's policy shall not be subject to cancellation or coverage reduction without the provision of thirty (30) days' prior written notice to District. On or before the Effective Date, Tehachapi Barracuda shall provide District with a duly certified Certificate of Insurance evidencing that the required policy has been issued, is effective, and complies with the requirements of this Section 8. Cancellation of any of the insurance described herein, or any portion of said insurance, shall automatically suspend the License and Tehachapi Barracuda's rights under this Agreement. Upon such an occurrence, Tehachapi Barracuda shall immediately

cease all operations under the License and this Agreement and vacate the Premises. District shall have the right to immediately terminate, without notice, all operations under the License and this Agreement in the event Tehachapi Barracuda fails or refuses to do so.

9. Indemnification.

9.1. Tehachapi Barracuda agrees to defend, indemnify and hold harmless the District, its officers, directors, employees, and agents from any and all claims, injuries, including death, damages, judgments, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to the License and Tehachapi Barracuda's use or occupancy of the Premises, regardless of whether caused in whole or in part by an act or omission of District or District's active or passive negligence.

9.2. District does not, and shall not, waive any rights against Tehachapi Barracuda which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability, regardless of whether or not any insurance policies are applicable. The policy limits of Tehachapi Barracuda's insurance shall not act as a limitation upon the amount of indemnification to be provided by Tehachapi Barracuda to the District in the event of loss, claim, damage or expense. This Section 9 shall survive the expiration or earlier termination of the License and this Agreement.

10. Non-Liability of Public Officials and Employees. No member, official, employee, or director of District shall be personally liable to Tehachapi Barracuda in the event of any default by District in the performance of any of District's obligations under the terms of this Agreement.

11. Maintenance.

11.1. Generally. District shall provide general maintenance to the Premises, at no additional expense to Tehachapi Barracuda.

11.2. Equipment and Maintenance. Tehachapi Barracuda shall be responsible for removing and stowing any Tehachapi Barracuda equipment following any and all Tehachapi Barracuda use of the Premises. Tehachapi Barracuda shall be responsible for cleaning up and removing loose trash and litter from the pool deck and pool immediately following any and all Tehachapi Barracuda use of the Premises. Failure to do so, as determined by the District in its sole and absolute discretion, will result in fees not to exceed Fifty Dollars and No Cents (\$50.00) per day.

11.3. District's Right to Perform Required Maintenance. Notwithstanding the foregoing, if District, in its sole discretion, determines that Tehachapi Barracuda is failing to adequately perform duties, then District may assume the responsibility to do so in place and instead of Tehachapi Barracuda, in which event, the expenses incurred by District thereby shall be paid by Tehachapi Barracuda at a rate of Twenty-Five Dollars and No Cents (\$25.00) per hour.

12. Oil, Gas and Mineral Rights. All rights to all minerals, oil, gas, and other hydrocarbons (the "Mineral Rights") located on or under the Premises are particularly reserved to District and are excepted from the property covered by the Term. Tehachapi Barracuda expressly grants District, District's agents, licensees and lessees of the Mineral Rights, a right-of-entry and right-of-way for ingress and egress in and to, over and on, the Premises during the Term for the exploration, drilling and mining of minerals, oil, gas and other hydrocarbons on the Premises.

13. Inspection. Tehachapi Barracuda shall allow District, District's agents and assigns, at all reasonable times, to enter the Premises for the purposes of inspection, compliance with the terms of the License and this Agreement, the exercise of all rights under the License and this Agreement, posting of notices, and all other lawful purposes.

14. Ownership of Improvements. Tehachapi Barracuda shall not construct or install any improvements on the Premises without the express written consent of District. In the event such improvements are made to the Premises, said improvements shall become the property of District, without cost, upon the termination of this Agreement. Tehachapi Barracuda shall provide District management with appropriate scope of work, drawings, permits, estimates and timeline for completion for each improvement, prior to District approval. District may, in its sole discretion, request that Tehachapi Barracuda remove any or all equipment and property on the Premises owned by Tehachapi Barracuda, in which case Barracuda shall remove such equipment and return the Premises to its original condition as nearly as may be practical. Tehachapi Barracuda shall have thirty (30) days following the date of cancellation or termination of the License and this Agreement by which to remove any equipment.

15. Repair and Removal of Equipment. District may repair, remove or replace any improvement or equipment which, in District's opinion, is unsafe or for any other reason determined by District would be of benefit to remove.

16. Default and Remedies.

161. Upon Tehachapi Barracuda's breach of the License and this Agreement, District shall have the right of re-entry, after giving seven (7) days' notice, the right to take possession of all properties remaining on the Premises, and the right to remove all persons and property from the Premises. District may store property removed from the Premises in a public warehouse, or elsewhere, at Tehachapi Barracuda's expense and for its account.

162. If District elects to re-enter, as provided above, or to take possession under legal proceedings or under any notice provided by law, District may:

- (a) Terminate the License and this Agreement; or
- (b) From time to time, without terminating the License and this Agreement, grant a license or lease the entire, or any portion, of the Premises for such terms, which may extend beyond the Term and at such licenses or rentals and other conditions as District, in its sole discretion, deems advisable. District also has the right to make alterations and repairs to the Premises. On each such relicensing or letting, Tehachapi Barracuda shall immediately pay to District the expenses of relicensing or letting and making the alterations and repairs incurred by District and all other indebtedness, except rent, due under this Agreement; or
- (c) Exercise all other rights that become available to it.

163. No re-entry or taking of possession of the Premises by District shall be construed as an election by District to terminate the License or this Agreement unless written notice of such intent is delivered to Tehachapi Barracuda or the License and this Agreement is declared to be terminated by a court of competent jurisdiction.

164. Nothing contained in this Agreement, and no security or guaranty that District holds now or in the future under the License or this Agreement, shall in any way constitute a bar or defense to any action by District in unlawful detainer or for recovery of the Premises.

165. The notice requirements provided herein shall not be applicable to a breach of Sections 8 or 26 of this Agreement, wherein District may, in its sole discretion, terminate this Agreement forthwith and without notice, in the manner specified therein.

17. Insolvency. Any one of the following constitutes a default under this Agreement by Tehachapi Barracuda:

- (a) The appointment of a receiver to take possession of all or substantially all assets of Tehachapi Barracuda; or,
- (b) A general assignment by Tehachapi Barracuda for the benefit of its creditors; or,
- (c) An action taken or suffered by Tehachapi Barracuda under any insolvency or bankruptcy act.

18. Waste. Tehachapi Barracuda shall not commit, or permit others to commit, on the Premises, waste or a nuisance or any other act that could disturb the quiet enjoyment of District or any other lessee of District on reserved or adjacent property.

19. Liens. Tehachapi Barracuda shall pay all of its expenses as set forth hereinabove, and all other expenses which it personally incurs when same are due and before delinquency. Tehachapi Barracuda shall keep the Premises and the License free from any and all liens, claims of lien, charges, demands or liabilities, based upon or arising out of any work, act or operation performed by or on behalf of Tehachapi Barracuda upon the Premises. Tehachapi Barracuda shall defend, indemnify and hold harmless District from any and all liens arising out of any work, act or operation performed by or on behalf of Tehachapi Barracuda upon the Premises and any loss incurred by District on account of such liens.

20. Existing Rights of Others. This Agreement is subject to (a) all existing easements, servitudes, licenses, and rights-of-way, whether recorded or not; and (b) the rights of other lessees under any existing or future oil, gas, and mineral lease or leases from District affecting the entire or any portion of the Premises, whether recorded or not.

21. Licenses, Permits, Fees and Assessments. Tehachapi Barracuda shall, at its sole cost and expense, obtain such licenses, permits, and approvals as may be required by law for the performance of its services under this Agreement. Tehachapi Barracuda shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement, except those which are waived by District.

22. Assignment, Subletting, Encumbrances. Tehachapi Barracuda shall not assign the License or this Agreement or any right under it, and shall not sublet the entire or any part of the

Premises or any right or privilege appurtenant to the Premises, or permit any other person, the agents and servants of Tehachapi Barracuda excepted, to occupy or use any portion of the Premises without first obtaining District's written consent. A consent from District to one assignment, subletting, occupation, or use by one person shall not be a consent to a future assignment, subletting, occupation, or use by another person. An assignment or a subletting without District's prior consent shall be void, and shall, at District's option, terminate the License and this Agreement. No interest of Tehachapi Barracuda in the License or this Agreement shall be assignable by operation of law without District's written consent.

23. Notice. Any notice or demand by either party to the other in connection with this Agreement shall be deemed to be given or made when written and deposited in a sealed envelope in the United States Mail, registered or certified, postage prepaid, and addressed to the party to whom given at the address specified below. The address to which any notice may be given to either party may be changed upon written notice given by such party to the other as provided herein.

To District:

Michelle Vance

District Manager

TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT

P.O. Box 373

Tehachapi, CA 93581

To Tehachapi Barracuda:

Denise Avalos

President

TEHACHAPI BARRACUDA SWIM TEAM

1006 Marge Lane

Tehachapi, CA 93561

24. Attorneys' Fees and Costs. In any action or proceeding by either party to enforce or interpret the License or this Agreement or any provision thereof, the prevailing party shall be entitled to recover its attorneys' fees, court costs and other non-reimbursable litigation expenses, such as witness fees and investigation expenses.

25. Compliance with Law. Tehachapi Barracuda shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

26. Compliance with ADA. Tehachapi Barracuda shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. (the "Act"). Tehachapi Barracuda shall be responsible for determining all such prohibitions as well as all other provisions of the Act which apply to District and Tehachapi Barracuda shall comply therewith. Failure by Tehachapi Barracuda to comply with the Act shall automatically terminate this Agreement. Should District determine, in District's sole discretion, that Tehachapi Barracuda is not complying with the Act, District may, without notice, immediately terminate this Agreement. Tehachapi Barracuda hereby agrees to indemnify and hold District harmless from all liabilities under the Act that result from Tehachapi Barracuda's failure to comply with this Section 26.

27. Binding Effect. This Agreement shall inure to and for the benefit of and be binding upon each party's respective agents, directors, employees, independent contractors, members, officers, partners, predecessors, representatives, stockholders, successors and assigns and all others acting for or in concert with it.

28. Time is of the Essence. Time is of the essence in this Agreement and of each and every provision contained herein.

29. Mailing List. During the Term, Tehachapi Barracuda shall maintain District on Tehachapi Barracuda's regular mailing list for all general correspondence, at the address indicated in Section 23.

30. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of District and Tehachapi Barracuda. Tehachapi Barracuda agrees that waiver by District of any conditions of performance under this Agreement shall not be construed as a waiver of any other condition of performance or a continuing waiver of the same condition of performance under this Agreement.

31. Participant Waivers. Tehachapi Barracuda shall obtain written waivers of liability executed by a parent or legal guardian of each participant in Tehachapi Barracuda's programs to protect and hold harmless District and Tehachapi Barracuda from any injuries that result from participation in Tehachapi Barracuda's programs.

32. 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, except for the documents referenced herein.

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

34. Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the internal laws, and not the law of conflicts, of California, where it is to be executed, delivered and performed. Should any civil action be commenced between the parties concerning this Agreement, or any rights, or duties, obligations or responsibilities thereunder, such civil action must be commenced and venued in the Kern County Superior Court, Metropolitan Division, in Bakersfield, California.

35. Construction. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties.

36. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

37. Separate Counterparts. This Agreement may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

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SIGNATURES ON NEXT PAGE]

38. Effective Date. This Agreement shall become effective as of the Effective Date upon the delivery and execution by the parties.

Dated: _____, 2018

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT**, a political subdivision of the
State of California ("District")

By: Michelle Vance
Its: District Manager

Dated: _____, 2018

TEHACHAPI BARRACUDA SWIM TEAM, a
California corporation ("Tehachapi Barracuda")

By: _____
Its: President

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated and effective as of _____, 2018 (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and Tehachapi Valley Recreation and Park District, a California recreation and parks district ("District"). Advisor and District are referred to singularly as a "party" on a generic basis and collectively as the "parties."

RECITALS

WHEREAS, District wishes to issue certain bonds (the "Bonds") and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. CONSULTING SERVICES.

1.1. Generally. District hereby retains Advisor to perform (i) the survey/poll services set forth on Exhibit A hereto (the "Survey/Voter Opinion Poll Services"), (ii) the financial planning services set forth on Exhibit B hereto (the "Financial Planning Services"), and (iii) the financial advisory services set forth on Exhibit C hereto (the "Financial Advisory Services"); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

1.2. Completion of Survey/Voter Opinion Poll Services. The parties acknowledge, understand and agree that Advisor shall complete the Survey/Voter Opinion Poll Services on or before May 31, 2018 (the "Poll Completion Date"). On or before the Poll Completion Date, Advisor shall produce a written report of its findings and present same to the District.

1.3. Multiple Series of Bonds. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge, understand and agree that this Agreement contemplates the issuance of multiple series of Bonds as may be required by the District, in its sole discretion, after reviewing the results of the Survey/Voter Opinion Polls. As such, the parties acknowledge, understand and agree that Advisor may be required to assist with the issuance of multiple series of Bonds, as may be requested by the District, under the terms of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS**. This Agreement shall be effective as of the Effective Date and shall remain in effect until the earlier of: (i) the 5-year (five-year) anniversary of the Effective Date (the "Term") or (ii) until the Agreement is terminated as set forth below.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the election with exception to Survey/Voter Opinion Poll Services. Fees for Survey/Voter Opinion Poll Services and Financial Planning Services shall be paid from the District's general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

a. Fees.

i. For Survey/Voter Opinion Poll Services. The fees for the survey will be done at cost, will not exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) and are to be paid upon presentation of results to the District and also upon the presentation by Advisor, from time to time, of an itemized account of such expenditures and corresponding vouchers, to the extent requested by the District. This sum covers the expenses for the creation of the initial survey instrument, cost of the telephone calls, interpretation of the data from the survey, and the presentation of survey results to District.

ii. For Financial Planning Services, District shall pay to Advisor a fee of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) payable upon the closing of the first series of Bonds. Notwithstanding the foregoing and except as otherwise provided in this Agreement, the parties agree that in no event shall the District be liable for the Financial Planning Services fee unless and until the applicable series of Bonds closes.

iii. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars and No Cents (\$65,000.00) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first). Notwithstanding the foregoing, the parties agree that the District shall not be liable for the Financial Advisory Services fee unless and until the successful closing of the applicable series of Bonds and in no event shall the District be liable for the Financial Advisory Services fee unless the applicable series of Bonds actually closes.

iv. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, not to exceed \$2,500, upon presentation of results to the District and also upon the presentation by Advisor, from time to time, of an itemized account of such expenditures and corresponding vouchers, to the extent requested by the District. Payment for any expenses pursuant to this Section shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

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4. COVENANTS.

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. Subject to the confidentiality requirements of Section 7, District agrees to provide, on a timely basis, and to the best extent possible, all necessary and accurate information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. Upon written request for authorization and written approval by the District, at the District's sole discretion, the District agrees to provide or be responsible for additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Periodic Reporting. From time to time and as requested by District, Advisor shall provide written and/or oral reports and updates of the Services performed by Advisor under this Agreement and/or the status thereof.

ii. Access. From time to time and as requested by District, Advisor shall provide access to and the right to examine directly any and all pertinent documents, information, papers, and records of Advisor concerning or in any way relating to the Services being performed by Advisor pursuant to this Agreement.

iii. Indemnity. With regard to Advisor's provision of the Services to District pursuant to this Agreement to the maximum extent allowed under the laws of the State of California, Advisor shall defend, indemnify and hold District, its parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future, free and harmless of and from any and all actions claims, costs, damages, expenses, liabilities and losses, including, without limitation, attorneys' fees and disbursements, arising out of, concerning or relating in any way to one (1) or more of the following: (i) Advisor's rendering of the Services to District; or, (ii) Advisor's breach of this Agreement; provided, however, that in no event shall Advisor be liable to District under this provision for District's gross negligence or willful misconduct.

iv. Insurance. Advisor shall obtain and maintain during the Term, at its sole cost and expense without right of reimbursement from District, the following policies of insurance: (i) broad form commercial general liability insurance (including owned and non-owned automobiles) in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) per occurrence; (ii) statutory

worker's compensation and employers liability insurance covering all of Advisor's employees while performing the Services; and, (iii) professional liability/errors and omissions insurance covering Advisor's provision of the Services with a combined single limit of not less than One Million Dollars and No Cents (\$1,000,000.00). All insurance policies (except for worker's compensation) shall name District as an additional insured and shall provide that it cannot be cancelled without thirty (30) days' prior written notice to District.

c. Mutual Covenants.

i. Further Assurances. Each party agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

ii. Compliance with Laws. Each party shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement.

5. **TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of written notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

iii. Notwithstanding the foregoing, the District may terminate this Agreement without cause upon thirty (30) days written notice and in that event, Advisor shall be paid for the reasonable value of services performed to the date of termination. However, if the District terminates this Agreement without cause thirty days (30) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to promptly receive the full fee as set forth in Section 3(a)(ii) with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.

b. The District agrees that during the term and any subsequent terms of this contract that Advisors shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. **LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of insurance required fees paid to Advisor under this Agreement.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the negligence, fraud or willful misconduct of District, and without limiting the District's defenses permitted under the law, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of insurance required fees paid to Advisor under this Agreement.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. CONFIDENTIALITY OF INFORMATION.

7.1. Trade Secrets. The term "Trade Secrets" shall have the definition as defined in California Civil Code Section 3426.1(d). During the Term and continuing after the expiration or earlier termination of this agreement for any reason and to the maximum extent permitted under California law, Advisor shall not use or disclose, or authorize any other person or entity to use or disclose any Trade Secrets.

7.2. Confidential Information. The term "Confidential Information" shall mean any and all other confidential and proprietary documentation, information or writing (as defined in California Evidence Code Section 250) not constituting Trade Secrets, including, without limitation, the whole or any portion or phase of any scientific or technical information, idea, design, process, procedure, formula, machine, invention, improvement, manufacturing or sales technique, manufacturing, sales or test data, know-how (whether patentable or unpatentable and whether or not reduced to practice), reimbursement information, business or financial information, customer and supplier names, addresses, or telephone numbers, business plans, marketing plans, strategies, forecasts or other information relating to the business of District that is of value to the District. To the maximum extent permitted under California law, it is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement as Confidential Information and shall not disclose Confidential Information to any other person without prior written consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; or (ii) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advanced written notice thereof to enable District to seek a protective order or otherwise prevent

such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

7.3 Unfair Competition. To the maximum extent permitted under California law, Advisor agrees that during the Term and continuing after expiration or earlier termination of this Agreement, Advisor shall not, directly or indirectly, unfairly compete with District through the use of its Trade Secrets within the State of California. To the maximum extent permitted under California law and during the Term and for a period of five years (5 yrs.) after termination of this Agreement for any reason, Advisor shall not, directly or indirectly, unfairly compete with District through the use of its Confidential Information within the State of California.

7.4 Remedies; Enforceability. The parties agree that District's remedies at law for any breach or threat of breach by Advisor of any of the provisions of this Section 7 shall be inadequate, and that, in addition to any other remedy to which District may be entitled at law or in equity, District shall be entitled to a temporary or permanent injunction and/or restraining order to prevent breaches of this Section 7 to the maximum extent permitted under California law. Nothing herein shall be construed as limiting or prohibiting all other remedies available at law. In the event any restriction in this Section 7 is deemed void or unenforceable, the parties agree that the provisions shall be deemed amended to apply as to such maximum time and territory and to such other extent determined to be adequate and reasonable.

8. ADDITIONAL MATTERS.

a. MSRB Rule G-IO.

i. Pursuant to Municipal Securities Rulemaking Board ("*MSRB*") Rule G-IO, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. MSRB Rule G-42: Duties of Non-Solicitor Municipal Advisors.

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e., hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Kern County, California, and specifically, at the Kern County Superior Court, Metropolitan Division.. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance. Advisor shall be responsible to withhold and pay any and all taxes, including, without limitation, Federal and state income taxes, SDI and FICA, for its employees, if any.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions. Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a voter approved funding measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign. This agreement does not obligate Advisor to contribute to any

particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. The successful party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,
a Division of Urban Futures, Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn: Jonathan Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: Jon@isomadvisors.com

To District:

Tehachapi Valley Recreation and Park District
P.O. Box 373
490 West D Street
Tehachapi, CA 93581
Attn: Michelle Vance, District Manager
Telephone: (661) 822-3228
E-mail: m.vance@tvrpd.org

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

o. Construction; Computation of Time. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or federal or State of California bank holiday. To the extent used or subsequently used in an amendment to this Agreement, the word "day" shall mean a "calendar" day and the phrase "business day" shall mean a day that is not a Saturday, Sunday or federal or State of California bank holiday.

p. 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.

q. Binding Effect. This Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, assignees, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future.

r. Separate Counterparts; Facsimile & Electronic Signatures. This Agreement may be executed in two (2) or more separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Agreement may be signed and signatures transmitted by facsimile, and any such facsimile copy shall be equivalent to a binding signed original for all purposes

[SIGNATURES ON THE NEXT PAGE; REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,
A Division of Urban Futures Inc.

Tehachapi Valley Recreation and Park District

By: _____

By: _____

Name: Jonathan Isom

Name: Michelle Vance

Title: Managing Principal

Title: Superintendent

Dated: _____, 2018

Dated: _____, 2018

Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, Tehachapi Valley Recreation and Park District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

EXHIBIT A

SURVEY/VOTER OPINION POLL SERVICES

- Prepare a voter survey to assist District to assess the feasibility of a voter approved funding measure in the District (general obligation bond, parcel tax measure)
- Test voter attitudes, specific project support, tax tolerances, and overall support for local district funding measure
- Conduct telephone survey with a not to exceed amount of 400 voters that match demographics of those voting on proposed election dates
- Produce a written report of findings with complete cross tabulations
- Provide a survey results presentation to District to summarize results of voter survey

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EXHIBIT B

FINANCIAL PLANNING SERVICES

- Review District project list and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Create an election timeline and financing timeline; coordinate same with bond counsel, District, and county
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Assist in the preparation of a bond election resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals

EXHIBIT C

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

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

IN THE MATTER OF

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND ISOM ADVISORS A DIVISION OF URBAN FUTURES INC., FOR CONSULTING SERVICES REGARDING BONDS, AND APPROVING THE USE OF DEVELOPMENT FEES TO PAY FOR CONDUCTING A SURVEY/VOTER OPINION POLL.

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park 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 20th day of March 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 1-18

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND ISOM ADVISORS A DIVISION OF URBAN FUTURES INC., FOR CONSULTING SERVICES REGARDING BONDS, AND APPROVING THE USE OF DEVELOPMENT FEES TO PAY FOR CONDUCTING A SURVEY/VOTER OPINION POLL.

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) Board of Directors approve entering into an agreement with Isom Advisors, a Division of Urban Futures Inc., for consulting services regarding bonds;

WHEREAS, the District desires to use development fees in an amount not to exceed Seventy-Five Hundred Dollars and No Cents (\$7,500.00) to pay for the survey/voter opinion poll portion of the agreement;

WHEREAS, the District's Board of Directors believes it is in the best interest of the District to use development fees in this manner;

NOW THEREFORE, BE IT RESOLVED THAT the District is hereby authorized to use \$7,500.00 in Development Fees to pay for consulting services to conduct a survey/voter opinion poll;

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Board of Directors approves the execution of the agreement between Tehachapi Valley Recreation and Park District and Isom Advisors, a Division of Urban Futures Inc., for consulting services;

AND BE IT FINALLY RESOLVED THAT staff be authorized to pay for the indicated job upon the satisfactory completion of said job by Isom Advisors, a Division of Urban Futures Inc.

**ADDENDUM TO AIA DOCUMENT B105-2007,
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

This ADDENDUM TO AIA DOCUMENT B105-2007, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT (this "Addendum") is dated and effective as of this twelfth (12th) day of March, 2018 (the "Effective Date"), by and between **TEHACHAPI VALLEY RECREATION & PARK DISTRICT**, a California special district ("Owner"), and **BARKER RINKER SEACAT, P.C.**, a Colorado professional corporation authorized to conduct business in the State of California ("Architect"), at Tehachapi, California, who agree and contract as below. Owner and Architect are referred to singularly as a "party" on a generic basis and collectively as the "parties."

Recitals

This Addendum is made with reference to the following facts and circumstances:

A. This Addendum is part of and supplements that certain "AIA Document B105-2007, Standard Form of Agreement Between Owner and Architect" between the parties of even date herewith (the "Contract"), concerning the professional services to be rendered by Architect to Owner, and specifically, the feasibility study for a proposed recreation center in Tehachapi, California (the "Project"); and,

B. Each party desires to enter into this Addendum to clarify their respective duties, obligations and responsibilities concerning the Contract and the Project;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and contract as follows:

Addendum

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this Addendum shall have the meaning ascribed to them in the Construction Contract. Notwithstanding the foregoing, the parties agree to alter, amend, modify and otherwise revise the following Definitions set forth in the Construction Contract:

- a. "Agreement" shall mean the Contract together with this Addendum;
- b. "Contract Time" shall mean _____ () calendar days from the Effective Date;
- c. "Drawings" shall mean the graphic and pictorial portions of the Contract Agreement and all designs, drawings, plans, reports, specifications or other renderings or work product prepared by Architect in connection either with the Project or with performing the services under the Agreement.
- d. "Change Order" shall mean a written request by Architect to Owner requesting authorization from Owner for the provision of work or services other than those

included in Article I of the Agreement and for which additional Compensation shall be due from Owner to Architect if such Change Orders are approved by Owner in writing.

- e. "Completion Date" shall mean August 30, 2018, i.e., the date on which all services and work under the Agreement shall be completed by Architect.

2. Amendments to the Agreement.

2.1. Amendment to the Definition of "Owner." The parties agree to alter, amend, modify and revise the Agreement to provide that the definition of "Owner" shall mean **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a California special district.

2.2. Amendment to Article I, "Architect's Responsibilities." The parties agree to alter, amend, modify, and revise Article I, "Architect's Responsibilities," to add the following sentence at the end of said Article:

Architect acknowledges, understands and agrees that the following deadlines shall apply to all work and services to be provided by Architect with respect to the Project:

1. Architect shall present Owner with a draft budget of total construction costs no later than July 1, 2018;
2. Architect shall present Owner with a draft of the Operational Business Plan no later than July 15, 2018;
3. Architect shall complete all the architectural services contemplated by this Agreement with respect to the Project on or before August 30, 2018 (the "Completion Date").

The parties acknowledge, understand and agree that if Architect does not meet the above referenced deadlines, then Owner may, in its sole and absolute discretion be entitled to withhold final payment to Architect. Notwithstanding the foregoing, the parties agree that the Completion Date may be extended only by agreement of both parties.

2.3. Amendment to Article 3, "Use of Documents." The parties agree to alter, amend, modify, revise and otherwise wholly replace Article 3, "Use of Documents," of the Agreement, and in its place substitute the following:

Drawings and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. When transmitting

copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has the permission from the copyright owner from the copyright owner to transmit the information for its use on the Project.

Notwithstanding the foregoing, Architect hereby grants to Owner an irrevocable license to hold and use all Drawings and other documents prepared by the Architect for Owner's enjoyment and use with respect to the Project (the "License"). The parties acknowledge, understand and agree that the License shall be irrevocable in all manner and shall not cease to exist even if the Agreement is terminated prior to the conclusion of the of the services to be performed by Architect pursuant to the Agreement. Owner shall have the right to use and benefit from the License through the completion of the Project regardless of whether the Agreement is terminated.

2.4. Amendment to Article 6, "Payments and Compensation to the Architect." The parties agree to alter, amend, modify and revise Article 6, "Payment and Compensation to the Architect," of the Agreement, to add the following at the end of said Article:

Notwithstanding the foregoing or anything to the contrary in this Agreement, the parties acknowledge, understand and agree that Architect shall make perform any material services other than those specified in Article I in any way without Owner's express written direction. Should Architect, in its reasonable and professional discretion, decide that additional work or services are required for which additional Compensation would be required, then Architect shall first submit a written request to Owner specifying the additional work or services to be performed and the additional Compensation required by Architect (a "Change Order"). Within ten (10) days after receiving a Change Order, Owner shall provide a written response to Architect either consenting to or rejecting such additional work or services. Owner's failure to respond within said ten (10) day period shall be deemed as Owner's rejection of the Change Order.

2.5. Amendment to Article 5, "Miscellaneous Provisions." The parties agree to alter, amend, modify and revise Article 5, "Miscellaneous Provisions," of the Agreement, to add the following at the end of said Article:

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. The successful party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court

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.

Each party agrees to and shall cooperate fully with the other parties in the performance of this Agreement. Each party also shall execute and deliver any and all additional documents, instruments, papers or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Agreement.

This Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future.

Nothing in this Agreement shall be construed, deemed or interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than that of debtor-creditor between the parties.

This Agreement shall be construed and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California, where it is to be executed, delivered and performed. This Agreement is entered into and is to be performed in Kern County, California, and accordingly the only appropriate venue for a dispute under this Agreement is in the Kern County Superior Court, Metropolitan Division.

Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. Except where the context otherwise requires, all references to the term of this Agreement shall include any extensions of such term. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period shall fall on a Saturday, Sunday or federal and/or State of California bank holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or federal and/or State of California bank holiday. To the extent used or subsequently used in an amendment to this Agreement, the word "day"

shall mean a "calendar" day and the phrase "business day" shall mean those days which are not a Saturday, Sunday or federal and/or State of California bank holiday.

This Agreement may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, and the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

2.6 New Article 8, "Insurance." The parties hereby amend the Agreement to add the new Article 8, "Insurance," as follows:

Architect shall, at its cost and expense without right of reimbursement from Owner, obtain and maintain insurance on all of its operations, with carriers acceptable to Owner, including the following coverages:

- a. Worker's Compensation and Employer's Liability Insurance;
- b. Comprehensive Commercial General Liability Insurance with coverage including "contractual liability provisions" and at least Two Million Dollars and No Cents (\$2,000,000.00) of coverage;
- c. Fire Insurance covering Architect's equipment, forms, scaffolding, stages, tools and towers, if any, whether or not owned or leased by Architect;
- d. Automobile Liability Insurance, including coverage of all owned, hired and non-owned motor vehicles; and,
- e. Professional Liability/Errors and Omissions Insurance with limits not less than One Million Dollars and No Cents (\$1,000,000.00) per claim and no less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate.

All insurance coverage (except for worker's compensation) shall name Owner as an additional insured and shall provide that there shall be no cancellation or reduction of coverage, without thirty (30) days prior written notice to Owner. The failure of Owner to enforce in a timely manner any of the provisions of this Article 8 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement.

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2.7. New Article 9, "Indemnity." The parties hereby amend the Agreement to add the new Article 8, "Insurance," as follows:

To the maximum extent allowed under the laws of the State of California, Architect shall waive any claim against Owner for, and shall indemnify, and hold harmless and defend Owner and its parent, subsidiary or affiliated organizations, administrators, agents, conservators, directors, employees, executors, guardians, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, joint ventures, limited liability companies, and general or limited partnerships, past, present, and future, of and from any and all past, present and future accounts, actions, agreements, causes of action, claims, costs or expenses (including, without limitation, attorneys' fees and disbursements), damages, debts, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, tort, or other theories of recovery provided for by the common or statutory law, ascertained or unascertained, known or unknown, patent or latent, suspected or claimed, asserted against or suffered by Owner arising out of, concerning or related in any way to: (i) this Agreement; (ii) the Project; (iii) the work or services performed by Architect pursuant to this Agreement; or, (iv) Architect's failure to timely and/or fully perform its duties, obligations and responsibilities under this Agreement or any other default by Architect hereunder. Owner may participate in the defense of any such actions without relieving Architect of its duties, obligations or responsibilities hereunder. This Article 9 shall not be limited by insurance requirements or by any other provision of this Agreement. This Article 9 shall survive the expiration or earlier termination of this Agreement.

3. Miscellaneous Provisions.

3.1. Entire Agreement; Modification. The Agreement (consisting of the Contract and this Addendum) supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matter, and each party to this Addendum acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Addendum shall be valid or binding. **IN THE EVENT OF A CONFLICT BETWEEN THE CONTRACT AND THIS ADDENDUM, THE PARTIES AGREE THAT THIS ADDENDUM SHALL CONTROL AND GOVERN, BE DETERMINATIVE, TAKE PRECEDENCE AND OTHERWISE PREVAIL.** The Agreement may be modified only by a written document signed by the parties.

3.2. No Partnership or Joint Venture Created; No Third Party Beneficiary. The parties' relationship is that of owner and Architect and neither the Contract nor this Addendum is intended to nor does create a partnership or joint venture or relationship between the parties. The Agreement is made for

the sole benefit of the parties and their respective successors and assigns and no other person or persons shall have any right of action thereon.

3.3. Waiver. Notwithstanding any agreement between the parties, the waiver by any party of a breach of any provision of the Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach whether of the same or another provision thereof.

3.4. Counterparts; Facsimile or .pdf Signatures. This Addendum may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Addendum may be signed and signatures transmitted by facsimile or .pdf, and any such facsimile or .pdf copy shall be equivalent to a binding signed original for all purposes, and the party transmitting facsimile or .pdf signatures shall transmit original "hard copies" of the signature pages within twenty-four hours (24 hrs.) after transmission of such facsimile or .pdf copy.

3.5. Effectiveness. The Agreement shall be effective as of the Effective Date upon their execution and delivery by all of the parties.

DATED: March 12, 2018

TEHACHAPI VALLEY RECREATION & PARK DISTRICT, a California special district ("Owner")

By: _____

Its: _____

DATED: March 12, 2018

BARKER RINKER SEACAT ARCHITECTS, P.C.
a Colorado professional corporation ("Architect")

By: _____
[Print:] _____
Its: _____

107/TEHACHAPI/BARKER RINKER SEACAT AGREEMENT/ADDENDUM TO AIA STANDARD FORM OF AGREEMENT

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

IN THE MATTER OF

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND BARKER RINKER SEACAT ARCHITECTURE TO CONDUCT A FEASIBILITY STUDY FOR A PROPOSED RECREATION CENTER IN TEHACHAPI CALIFORNIA, AND APPROVING THE USE OF DEVELOPMENT FEES TO PAY FOR A PORTION OF THE COST OF THE FEASIBILITY STUDY, AND USE SITE LEASE LOAN FUNDS TO PAY FOR THE REMAINDER OF THE COST.

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park 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 20th day of March 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 2-18

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND BARKER RINKER SEACAT ARCHITECTURE TO CONDUCT A FEASIBILITY STUDY FOR A PROPOSED

RECREATION CENTER IN TEHACHAPI CALIFORNIA, AND APPROVING THE USE OF DEVELOPMENT FEES TO PAY FOR A PORTION OF THE COST OF THE FEASIBILITY STUDY, AND USE SITE LEASE LOAN FUNDS TO PAY FOR THE REMAINDER OF THE COST.

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) Board of Directors approve entering into an agreement with Barker Rinker Seacat Architecture to conduct a feasibility study for a proposed recreation center in Tehachapi California;

WHEREAS, the District desires to use development fees in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00) to pay for a portion of the cost of the feasibility study for a proposed recreation center in Tehachapi California;

WHEREAS, the District's Board of Directors believes it is in the best interest of the District to use development fees in this manner;

WHEREAS, the District's Board of Directors desires to use Site Lease Loan Funds in an amount not to exceed Thirty-Nine Thousand Five Hundred and Seventy-Eight Dollars and No Cents (\$39,578.00) to pay for the remainder of the cost of the feasibility study;

WHEREAS, the District's Board of Directors believes it is in the best interest of the District to use Site Lease Loan Funds in this manner; and

NOW THEREFORE, BE IT RESOLVED THAT the District is hereby authorized to use \$20,000.00 in Development Fees to pay for a portion of the cost to conduct the feasibility study and use \$39,578.00 in Site Lease Loan Funds to pay for the remainder of the cost of the feasibility study;

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Board of Directors approves the execution of the agreement between Tehachapi Valley Recreation and Park District and Barker Rinker Seacat Architecture to conduct a feasibility study for a proposed recreation center in Tehachapi California in an amount not to exceed \$48,478.00 plus expenses incurred in the interest of the project in an amount not to exceed \$11,100.00;

AND BE IT FINALLY RESOLVED THAT staff be authorized to pay for the indicated job upon the satisfactory completion of said job by Barker Rinker Seacat Architecture.

FACILITY USE LICENSE AGREEMENT

This FACILITY USE LICENSE AGREEMENT (this “Agreement”) is dated and effective as of this _____, 2018 (the “Effective Date”), by and between **TEHACHAPI VALLEY RECREATION & PARK DISTRICT**, a California special district (the “District”), and **PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS, LLC**, a Texas limited liability company authorized to conduct business in the State of California (“Pecos”), who agree and contract in Tehachapi, California, as described below. The District and Pecos are referred to singularly as a “party” on a generic basis and collectively as the “parties.”

Recitals

This Agreement is entered into in reliance upon the following facts and circumstances:

A. The District owns and operates the facility commonly known as West Park and located 490 West D Street, in Tehachapi, California 93561 (the “Facility”). The Facility is a thirteen acre (13 ac.) sports complex comprised of three (3) baseball fields, a snack bar, playground, and outdoor basketball court. The Facility is depicted in Exhibit “A” attached hereto and incorporated herein by reference as if fully set forth at length;

B. Pecos is an independent professional baseball league which operates in cities in desert mountain regions throughout California, New Mexico, Southern Arizona, West Texas and Southern Colorado;

C. Pecos desires to obtain a license from the District use and occupy the Facility for purposes of playing league games and other incidental uses thereto;

D. In turn, the District is willing to grant to Pecos a license to use the Facility upon all of the conditions, covenants, provisions and terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and contract as follows:

Agreement

1. Grant of License.

1.1. Generally. District hereby grants to Pecos, and Pecos accepts from the District, a non-exclusive license to use and occupy the Facility for purposes of playing Pecos baseball league games and all activities necessary or incidental to same, including, without limitation, the uses specified in Sections 4.2 and 15 (collectively the “Permitted Use”), and upon all of the conditions, covenants, provisions and terms of this Agreement (the “License”).

1.2. Non-Exclusivity. The parties acknowledge, understand and agree that the License granted to Pecos is “non-exclusive,” and the Facility shall be made available for use by the general public at times when not utilized by Pecos pursuant to Section 4.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate immediately after the conclusion of the last scheduled league game on July 19, 2018 (the "Expiration Date"), unless sooner terminated pursuant to the terms of this Agreement (the "Term").

3. Consideration; Security Deposit.

3.1. Generally. Subject to Section 3.2, the parties agree that Pecos shall pay to the District the amount of Two Thousand Dollars and No Cents (\$2,000.00) as consideration for the grant of the License to Pecos (the "Consideration"). Pecos shall pay the Consideration to the District contemporaneously with its execution and delivery of this Agreement. By its execution of this Agreement, the District acknowledges receipt of the Consideration.

3.2. Use of Lights. Notwithstanding Section 3.1 or anything in this Agreement to the contrary, the parties acknowledge, understand and agree that if Pecos needs access to the light system of the Facility, then Pecos must: (i) advise the District of same, in writing and during the District's regular business hours, at least five (5) days prior to the day on which Pecos will require access to the light system of the Facility to allow the District to arrange access to the appropriate light controls; and, (ii) Pecos shall pay an additional Twenty-Five Dollars and No Cents per hour (\$25.00/hr.) for each hour that Pecos needs access to the light system. Said fee shall be paid by Pecos in advance at the same time that Pecos notifies the District of its need to use the light system.

3.3. Security Deposit. Contemporaneously with the execution and delivery of this Agreement, Pecos shall pay to the District a security deposit in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), which shall be held as security for the performance of the terms of this Agreement (the "Security Deposit"). The Security Deposit shall be paid in either cash, cashier's check, or money order. The Security Deposit may be used by the District to cure any default under this Agreement, and Pecos shall immediately replace any amount so used within fifteen (15) days after written demand by District. District may co-mingle the funds with other funds of District and shall not be required to maintain such funds in a segregated account. Following the expiration of Term or earlier termination of this Agreement, the remaining amount of the Security Deposit, if any, will be returned to Pecos following a walkthrough and verification of the vacated Facility by the District.

4. Scheduling of the Use of the Facility.

4.1 Game Days; Rescheduling. The parties acknowledge, understand and agree that the scheduled dates for Pecos league games during the Term shall be as follows:

- a. Thursday, May 31, 2018;
- b. Thursday, June 7, 2018;
- c. Thursday, June 14, 2018;
- d. Thursday, June 21, 2018;
- e. Thursday, June 28, 2018;
- f. Thursday, July 5, 2018;
- g. Thursday, July 12, 2018; and,

h. Thursday, July 19, 2018.

Except as listed above, the parties agree that the foregoing games shall be the only league games allowed to be played by Pecos during the Term. Should Pecos need to reschedule any of the foregoing league games, Pecos shall provide District with at least ten (10) days prior written notice of same, and the District may reschedule said league for a date and time determined by the District in its reasonable discretion.

4.2. Other Uses by Pecos. The parties agree that in addition to the league games as scheduled in Section 4.1, Pecos shall have the right to use the Facility for purposes of team practices during the Term. No later than Monday, May 21, 2018, Pecos shall provide the District with a schedule containing times and dates for team practices. The District shall review and approve, in its reasonable discretion, the practice schedule as provided by Pecos subject to the District's own scheduled use of the Facilities and those scheduled uses of other third parties, if any. In the event the District cannot approve a requested date requested in the practice schedule, the parties agree to negotiate in good faith an alternate date and time for said practice.

4.3. Blackout Dates. Pecos acknowledges that the District may have certain "blackout dates" where the Facility will not normally be available for Pecos use at any time. Pecos and the District agree to negotiate in good faith to accommodate Pecos' use of the Facility on an alternate date and/or time.

4.4. Staff and Employees. The parties acknowledge, understand and agree that Pecos shall be solely responsible for providing all staff and employees needed to carry out its use of the Facility, including, without limitation, practice and league game days. The District shall have no responsibility or obligation to provide any staff or employees to Pecos unless otherwise expressly agreed to by the District in writing.

5. Maintenance.

5.1. By the District; Coordination between the Parties. Subject to section 5.2, the District shall be responsible for the general maintenance of the Facility in the ordinary course of its ownership of the Facility including, without limitation, maintenance of the Facility on days on which Pecos is not using the Facilities. The parties agree that except as provided in this Section 5.1, the District shall not have any duty to maintain the Facility.

5.2. By Pecos. Notwithstanding Section 5.1, the parties agree that during the Term, Pecos shall be responsible for the following:

- a. Preparation of field for Pecos use, including, without limitation, practice days and game days;
- b. Providing all materials, equipment and supplies necessary for the practice and play of baseball;
- c. Providing temporary fencing, adequate seating, trash containers, portable restrooms, and all other necessary materials and amenities for each day on which a league game will be played;

- d. Cleanup of the Facility after every use so that the Facility is in a condition that can be used by the District or a third party, as applicable;
- e. Providing all labor, staff, equipment, and materials necessary to maintain the baseball field(s) used by Pecos and also to appropriately staff all practices and league games; and,
- f. Any and all other maintenance or repairs necessitated by Pecos use of the Facility.

All maintenance and upkeep work shall be done with a level of care and expertise that satisfies the standards established by the District.

6. Water and Other Utilities. All utilities including water, gas, electricity, sewer and solid waste shall be provided by the District. The parties acknowledge, understand and agree that Pecos shall not be responsible for any utilities or be charged any additional fees for its use of same except as otherwise provided in Section 3.2

7. Insurance. Pecos shall obtain and maintain in force during the Term, comprehensive general liability insurance in an amount of no less than Two Million Dollars and No Cents (\$2,000,000.00) per occurrence combined single limits, with the following coverage and extensions of coverage:

- a. Third party bodily injury, including death resulting therefrom, and property damage liability;
- b. Bodily injury, including death resulting therefrom, and property damage for all Pecos participants, employees, volunteers, or other persons performing services for Pecos or participating in Pecos activities;
- c. Worker's Compensation insurance as required by the laws of the State of California.
- d. Owned and non-owned automobile liability for on-premises and off-premises activities;
- e. Contractual coverage for Pecos' obligations under this Agreement, including, without limitation, the obligations to indemnify the District as set forth in Section 8; and,
- f. Products liability for all products distributed by Pecos, whether by sale or otherwise.

The insurance policies carried by Pecos pursuant to this Section 7 shall name the District as an additional insured thereunder, and shall be payable as the interests of the parties hereto may appear. Pecos shall furnish to District a certificate evidencing the fact that said insurance has been obtained and is in full force and effect, that the District has been named as an additional insured, that the premiums thereon have been paid, and that such insurance cannot be canceled without thirty (30) days prior notice to the District.

8. Indemnity. Pecos agrees to indemnify, defend and hold harmless the District and its parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators,

custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, present and future, from and against any and all actions, causes of action, claims, costs, damages, deficiencies, demands, expenses, fees, fines, injuries, interest, judgments, lawsuits, legal or administrative proceedings, liabilities, losses, penalties, recoveries, suits and other sanctions, and any attorney fees and other reasonable costs and expenses, arising or imposed with or without Grantee's fault or negligence or under the doctrine of strict liability, arising out of, concerning or related in any manner or way to Pecos' use of the Facility or performance of its duties, obligations and responsibilities under this Agreement, including, without limitation, the sale of alcohol at the Facility pursuant to Section 15. Notwithstanding the foregoing, each party shall remain responsible for its own negligence or willful conduct. The District may participate in the defense of any claim or suit without relieving the Pecos of any duty, obligation and responsibility herein. Pecos' duties, obligations and responsibilities under this Section 8 shall not be limited by any insurance coverage under Section 7. This Section 7 shall survive the expiration or earlier termination of this Agreement.

9. Compliance with Laws. Pecos shall comply with all acts, declarations, decrees, directives, guidelines, edicts, injunctions, laws, orders, ordinances, regulations, rules, rulings, sanctions, statutes and/or writs, now in force or as may be enacted or amended, changed, modified, revised, or supplemented, of the **UNITED STATES GOVERNMENT, THE STATE OF CALIFORNIA, the COUNTY OF KERN, the CITY OF TEHACHAPI**, and all other applicable local governmental and quasi-governmental authorities and public agencies (singularly a "Law" and collectively "Laws" on a generic basis) affecting the Facility, including, without limitation any and all Laws relating to or regulating the sale, possession and consumption of alcoholic liquors and cereal malt beverages.

10. Wavier of Subrogation. As part of the consideration for this Agreement, Pecos hereby releases the District from all liability for damage due to any act or neglect of Pecos occasioned to property owned by Pecos which is or might be incident to or the result of a fire or other casualty against loss for which Pecos is now carrying or hereafter may carry insurance; provided, however, that the release herein contained shall not apply to any loss or damage occasioned by intentional acts of District, and Pecos further covenants that any insurance it obtains on its properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the release of liability contained in this paragraph.

11. No Alterations. Pecos shall have no authority to make any permanent alterations to the Facility without the prior written consent of the District exercisable in its sole and absolute discretion.

12. Signage. The District Grants to Pecos the authority to place non-permanent signage at the Facility to advertise league games or otherwise promote its baseball league; provided, however, that no signs shall be placed at the Facility by Pecos until reviewed and approved by the District.

13. Mechanic's Liens. Pecos covenants to keep the Facility free and clear of mechanics' and materialmans' liens and other liens of like nature that arise from any work to be done on or to the Facility contracted by or on behalf of Pecos, and at all times fully to protect and indemnify, hold harmless and defend the District against all liabilities and expenses arising out of or incurred by reason of or on account of any such claim or lien. Should Pecos fail to fully discharge any such lien or claim within thirty (30) days after receiving notice that a lien has been filed against the Premises, the District may, at their option, and without waiving the right to consider Pecos' failure to discharge such lien a default under this Agreement, pay the same or any part thereof.

14. Exclusive Rights of Pecos. During the Term, Pecos shall have, subject to the provision of this Agreement, the exclusive right to:

- a. Sell, dispense, vend, market or otherwise distribute souvenirs, programs, clothing, printed matter, photographs and other items during the times that Pecos has the right to use and occupy the Facility pursuant to Section 4.
- b. Sell all radio, television, and broadcast advertising of any kind whether transmitted by media using radio frequency, hardwire (including data transmission)(or any other medium of broadcast or transmission of any kind or character, and advertising incident to promotional events sponsored by Pecos at the Facility under the terms of this Agreement;
- c. Receive all proceeds from the admissions gate; and,
- d. Sell, dispense or otherwise distribute to the public all alcohol concession items for all Pecos league events at the Facility;

15. Alcohol.

15.1. Generally. Subject to the provisions of this Section 15, Pecos shall have the right to sell alcoholic beverages at each of its league games as specified in Section 4.

15.2 License; Insurance. Pecos shall, prior to serving any alcoholic beverage at the Facility, secure a Beer and Wine License in the name of Pecos only. Pecos shall provide all liability insurance associated with such license at no cost to the District and shall name the District as an additional insured on all policies of insurance procured specifically for the sale of alcohol, including, without limitation, commercial general liability insurance as specified in Section 7. Pecos shall provide evidence of insurance to the District before alcohol can be sold at the facility.

15.3. District's Rights. Pecos agrees that the District, in its sole and absolute discretion, may establish policies to regulate the sale and provision of alcohol at the Facility, including, without limitation, the time period in which alcohol may be sold and/or other limitations on the sale of alcohol.

16. Default. This Agreement is made upon the express condition that if Pecos fails to pay the Consideration specified in Section 3, or if PECOS LEAGUE fails or neglects to perform or observe any of Pecos' other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Pecos from the District, the District at any time thereafter, by written notice to Pecos, may lawfully declare the termination of this Agreement. The District shall have the right to remove, at Pecos' expense, any of Pecos' property left remaining in or upon the Premises. The District shall have the right to pursue all available remedies allowed by Law should Pecos be in default.

17. Surrender. At the expiration or earlier termination of the Term, Pecos shall surrender the Facility to the District in substantially the same condition as it existed on the Effective Date, ordinary wear and tear excepted. Should Pecos fail to surrender the Facility in the manner specified under this Section 17, the District may, at Pecos' cost and expense without right of reimbursement from the District, restore the Facility to the condition as it existed on the Effective Date.

18. Entire Agreement: This Agreement constitutes the entire agreement between the District and Pecos and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both the District and Auditor.

19. Notices. Any and all notices, demands or communications required or desired to be given hereunder by any party shall be in writing and shall be deemed duly delivered (a) either when personally served on the party to whom the notice is directed, or (b) two (2) days after the date when deposited in the United States mail, postage prepaid, registered or certified with return receipt requested and addressed to the party to whom they are directed as follows:

District: Mrs. Carrie Champlin
Office Manager, Clerk of the Board
TEHACHAPI VALLEY RECREATION & PARK DISTRICT
490 West D Street
Tehachapi, California 93561

Auditor: Director
PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS, LLC
P.O. Box 271489
Houston, Texas 77277

20. Attorney's Fees. In the event of any litigation, arbitration or other action between the parties arising out of or relating to any of the provisions hereof, the prevailing party in such action shall be entitled, in addition to any other relief as may be granted, to all costs and expenses, including, but not limited to, reasonable attorney's fees incurred therein by such prevailing party. The amount of the attorneys' fees shall be determined by the court in such action or in a separate action for that purpose. The prevailing party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs are awarded, the prevailing party shall be determined by the Court.

21. Amendment and Waiver. No amendment, change, or modification shall be binding unless executed in writing by all of the parties. No waiver by any party of any of the provision of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver be construed as a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. Assignment. Neither this Agreement nor any duties, obligations or responsibilities under this Agreement may be assigned by a party without the prior written consent of the other party as exercised in its reasonable discretion.

24. Governing Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state. Furthermore, the parties agree that this Agreement is made and is to be performed in Kern County, and therefore, the only proper venue for any litigation shall be in the appropriate division of the Kern County Superior Court.

25. Construction. All parties participated in the drafting of this Agreement and thus no greater or stricter construction should be applied to any party. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so

requires. The captions appearing at the commencement of the paragraphs are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the paragraph at the head of which it appears, the paragraph and not the caption shall control and govern in the construction of this document.

26. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and the provisions of this Agreement.

27. Counterparts. This Agreement may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Agreement may be signed and signatures transmitted by facsimile or .pdf, and any such facsimile or .pdf copy shall be equivalent to a binding signed original for all purposes.

28. Effectiveness. This Agreement shall be effective as of the Effective Date upon its execution and delivery by all the parties.

DATED: _____, 2018

TEHACHAPI VALLEY RECREATION & PARK DISTRICT (the "District")

By: _____
[Print] _____
Its: _____

DATED: _____, 2018

PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS, LLC, a Texas limited liability company authorized to do business in the State of California ("PEcos")

By: _____
[Print] _____
Its: _____

EXHIBIT "A"

The Facility



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

IN THE MATTER OF

**APPROVAL OF THE 2018 FACILITY USE AGREEMENT BETWEEN TEHACHAPI
VALLEY RECREATION AND PARK DISTRICT AND PECOS LEAGUE OF
PROFESSIONAL BASEBALL CLUBS LLC.**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park 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 20th day of March 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 3-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE 2018 FACILITY USE
AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK
DISTRICT AND PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS LLC.**

WHEREAS, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as West Park.

WHEREAS, District operates baseball fields at West Park (collectively referred to as the "Premises");

WHEREAS, PECOS League of Professional Baseball Clubs operates a baseball club;

WHEREAS, PECOS League of Professional Baseball Clubs desires to lease from District, and District is willing to lease to PECOS League of Professional Baseball Clubs, the Premises on the terms stated herein; and,

NOW, THEREFORE BE IT RESOLVED THAT in consideration of the mutual covenants and conditions set forth herein, the parties agree to the conditions of the agreement set forth herein;

AND BE IT FINALLY RESOLVED THAT the Board of Directors approves the 2018 agreement between Tehachapi Valley Recreation and Park District and PECOS League of Professional Baseball Clubs.