



Tehachapi Valley
Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, DECEMBER 16, 2014, 5:30 P.M.**

BOARD OF DIRECTORS

GAYLE STEWART, CHAIRPERSON
PAULETTE RUSH, VICE-CHAIRPERSON
BRIAN DUHART, DIRECTOR
CRAIG MIFFLIN, 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 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 or a member of the audience 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 November 18, 2014 (Pages 4-7)
- C. Approval of Policy Manual Revisions, (Pages 8-42)
- D. Approval to Remove Nick Cyr as a Signatory on TVRPD Bank of the Sierra Account.
- E. Approval to Add Craig Mifflin as a Signatory on TVRPD Bank of the Sierra Account.

5. MAINTENANCE FOREMAN REPORT

6. RECREATION SUPERVISOR REPORT

7. DISTRICT MANAGER REPORT

8. FINANCIAL REPORT

9. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for November 2014 - Discussion/Approval (Pages 43-52)
- B. Approval of the 2015 Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Little League, Resolution #19-14 (Pages 53-69)
- C. Nomination of the Executive Officers of the Board of Directors of Tehachapi Valley Recreation and Park District.

10. BOARD OF DIRECTORS' TIME

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

11. OTHER BUSINESS

12. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on January 20, 2014.



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 December 16, 2014, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, December 12, 2014, at 12:00 P.M. approximately:

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

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 12th day of December 2014.

Dated this 12th day of December 2014.

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 NOVEMBER 18, 2014, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Stewart at 5:30 P.M.

BOARD MEMBERS:

Gayle Stewart, Chairperson
Paulette Rush, Vice-Chairperson
Brian Duhart, Director
Craig Mifflin, Director

ALSO PRESENT:

Matt Young, TVRPD District Manager
Mike Walsh, TVRPD Maintenance Foreman
LeAnn Williams, TVRPD Recreation Supervisor
Greg Garrett, City of Tehachapi
Brian Rails, TMTA
Trent Theriault, TMTA
Marc Dennison, Clifford & Brown Law
Marilyn White

1. **FLAG SALUTE:** Vice-Chairperson Rush led the Flag Salute.

2. **ROLL CALL:** Director Duhart was absent.

3. **PUBLIC COMMENTS:** None.

4. CONSENT CALENDAR

A. Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting

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.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

B. Approval of Minutes from the Regular Board Meeting held September 16, 2014.

Request by Clerk of the Board of Directors to approve the minutes from the September 16, 2014 Regular Board Meeting. BOARD APPROVES MINUTES.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

C. Approval of Minutes from the Special Board Meeting held October 7, 2014.

Request by Clerk of the Board of Directors to approve the minutes from the October 7, 2014 Special Board Meeting. BOARD APPROVES MINUTES.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

D. Approval of the Tehachapi High School Mountain Bike Team Sponsorship.

Request by District Manager Young for the Approval of the Tehachapi High School Mountain Bike Team Sponsorship. BOARD APPROVES THE SPONSORSHIP.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

E. Approval of the TVRPD Board Agenda Item Request Form.

Request by District Manager Young for the approval of the TVRPD Board Agenda Item Request Form. BOARD APPROVES THE THE AGENDA ITEM REQUEST FORM.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

F. Approval of the TVRPD Staff Leave Request Form.

Request by District Manager Young for the approval of the TVRPD Staff Leave Request Form. BOARD APPROVES THE STAFF LEAVE REQUEST FORM.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

G. Approval of the TVRPD Request for Purchase Form.

Request by District Manager Young for the approval of the TVRPD Request for Purchase Form. BOARD APPROVES THE TVRPD REQUEST FOR PURCHASE FORM.

Mifflin- Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

5. MAINTENANCE FOREMAN REPORT

Maintenance Foreman Mike Walsh gave the report.

- Central Park: Shade structure is in place. Receiving bids for concrete work. TUSD wants the power pole removed. Staff working with TUSD to determine the location of power source.
- Pool: Proposed Title 22 Regulations discussion.
- West Park: Trashcans received. Staff working on installation of trashcans at both Central and West Park. Trashcan design will prevent the birds from getting into the trash.
- One truck was delivered for the maintenance department. Second truck with service body is expected to be delivered tomorrow.
- Walsh attended the second year of Maintenance Management School. Walsh thanked the Board and District Manager Young for their support of professional development.

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Youth Basketball: Three hundred registered. Fifteen to twenty seasonal hires expected for program. Skills evaluations start this week. Draft scheduled for Monday.
- Yearly Brochure: In progress.
- Cloud based registration system is being researched as a possible replacement for the current RecTrac registration system.
- Lifeguard Handbook: In progress.
- Williams attended the NRPA Congress. Williams thanked the Board and District Manager Young for their support of professional development.

- Williams scheduled to take the CPRP test.
- Williams scheduled to attend conference for aquatics.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- Young thanked his staff for their work.
- Meadowbrook: Young met with Quad Knopf and delivery of the construction plans are expected by mid-month.

8. FINANCIAL REPORT

Administrative Assistant Carrie Champlin gave the report.

9. AGENDA ITEMS:

A. Approval of the Preliminary Financial Reports for September, 2014.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR SEPTEMBER, 2014.

Rush - Mifflin: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

B. Approval of the Preliminary Financial Reports for October, 2014.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR OCTOBER, 2014.

Mifflin - Rush: Ayes: Stewart; Rush; Mifflin

Noes: None. Motion carried.

Absent: Duhart

C. Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Mountain Trials Association for Meadowbrook Park Pump Track Property License and Maintenance Agreement, Resolution #17-14

District Manager Young recommended the Board approve the agreement with TMTA. There was a brief discussion with Trent Theriault regarding access, boundaries and the water system. It was reported by Mr. Theriault that Lee White will donate his time and equipment to TMTA to help prepare the site. The project will take approximately one month to complete. TVRPD legal counsel Marc Dennison asked if the District approved the track, and Director Mifflin confirmed that the pump track was approved with the Meadowbrook Park plan. Mr. Dennison explained that the access point to the pump track needs to be added to the attachment. Mr. Dennison stated that if the Board wants to approve the agreement with TMTA they would approve the agreement subject to final approval by counsel. Chairperson Stewart asked what the timeframe will be for the start of the project. Mr. Theriault stated that he is looking to start during Thanksgiving week. Chairperson Stewart suggested that staff start planning for the track's signage. District Manager Young thanked Mr. Theriault and his team for their work.

BOARD APPROVES THE AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT AND TEHACHAPI MOUNTAIN TRAILS ASSOCIATION FOR MEADOWBROOK PARK PUMP TRACK PROPERTY LICENSE AND MAINTENANCE AGREEMENT SUBJECT TO FINALIZATION AND APPROVAL BY COUNSEL, RESOLUTION #17-14.

Rush - Mifflin: Ayes: Stewart; Rush; Mifflin
Noes: None. Motion carried.
Absent: Duhart

D. Approval of Meadowbrook Park Quitclaim Deed, Resolution #18-14.

District Manager Young stated that he and Chairperson Stewart met with GHCSO President Ed Kennedy and General Manager Bill Fisher to discuss the footprint of Meadowbrook Park and the Freedom Trail. District Manager Young briefly explained that the Freedom Trail was built partially on District property. It was the consensus of TVRPD and GHCSO to clean up the property boundaries by executing lot line adjustments by quitclaim deed. This resulted in reciprocal quitclaim deeds between TVRPD and GHCSO essentially donating land back and forth to clean up the foot prints of both Meadowbrook Park and the Freedom Trail. Chairperson Stewart thanked GHCSO for their collaboration on this matter.

BOARD AUTHORIZES THE DISTRICT MANAGER TO EXECUTE THE RECIPROCAL QUITCLAIM DEED BETWEEN TVRPD AND GHCSO, TO ESTABLISH NEW BOUNDARIES FOR THE FREEDOM TRAIL AND MEADOWBROOK PARK WITH THE STIPULATION THAT THE VERBIAGE BE CHANGED ON THE QUITCLAIM DEED FROM "GIFT" TO "DONATION", AND SUBJECT TO FINALIZATION AND APPROVAL BY COUNSEL, RESOLUTION #18-14.

Mifflin - Rush: Ayes: Stewart; Rush; Mifflin
Noes: None. Motion carried.
Absent: Duhart

- 11. BOARD OF DIRECTORS TIME:** Vice-Chairperson Rush stated that she likes the direction the District is moving and is impressed with the work staff is doing. Chairperson Stewart stated that she is excited to see staff engaged in professional development.

- 12. OTHER BUSINESS:** None.

13. ADJOURNMENT:

Having no further business the meeting was adjourned at 6:20 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on December 16, 2014.

Rush - Mifflin: Ayes: Stewart; Rush; Mifflin
Noes: None. Motion carried.
Absent: Duhart

Respectfully Submitted,

Carrie Champlin, Clerk of the Board

CHAPTER 1 REVISIONS

- Office of the District Manager
- Personnel Office
- Business Office
- Maintenance Office
- Recreation Office
- West Park Activity Center
- Scout Hall

Additional copies of the policy handbook will be supplied to each administrative location so that they may be distributed to key staff members within the organization, when appropriate, for their information. In this manner, the staff of the District will be kept informed of policies and procedures as they are developed.

Policies, rules and regulations are also available electronically on the District's computer server.

EFFECTIVE PERIOD OF POLICY HANDBOOK

The policies, rules, and regulations contained in this handbook supersede and replace all policies, rules, and regulations contained in prior handbooks or policy statements. All instructions contained in this policy handbook are correct at November 14, 2014, but may be subject to change. These instructions are to be carried out as specified until such time as a written policy is issued that supersedes or countermands the instructions given. If a staff member or supervisor takes exception to any of the regulations or procedures set forth, or if a policy needs clarification, this information should be submitted through the normal chain of responsibility with appropriate comments at each level. The fact that exception has been taken to information in the policy handbook or a policy is in the process of revision does not in any way alleviate the responsibility of staff members to follow the handbook until such time as it is changed.

RIGHT TO CHANGE, SUSPEND, REVOKE, TERMINATE OR SUPERSEDE

Tehachapi Valley Recreation and Park District reserves the right to change, suspend, revoke, terminate, or supersede policies, rules, regulations, or benefits described herein in any manner that it believes to be in the District's best interest and consistent with applicable laws. Nothing in this manual is to be construed as constituting the terms of an employment contract. In any situation concerning insurance or other employee benefits the terms of the insurance policy or benefit plan text are controlling, irrespective of any statements contained in these policies.



Chapter 1-300: Mission and Quality Assurance Statement

TVRPD Mission Statement

The Tehachapi Valley Recreation and Park District enriches lives and fosters harmony within the community through area-wide leisure services targeted to improve healthy life styles, educational and recreational opportunities, public participation, and environmental and economical stewardship.

Quality Assurance Statement

We accomplish this through community outreach, quality programming, activities and events, and well-maintained parks and facilities, and an aesthetically pleasing environment that is provided by professional and caring employees, contractors and volunteers.

Quality Assurance Duties and Responsibilities

- Provide outstanding customer service.
- Interact with customers and co-workers in a positive and courteous manner.
- As a TVRPD team member, be responsible for the efficient and effective delivery of services.

TVRPD Sustainability Vision Statement

Vision

Establish TVRPD within the community by adopting and developing sustainable practices to assist the District in its goal of impacting social, environmental and economic evolution of the Greater Tehachapi Area.

This will be achieved through 3 goals:

1) Awareness

- *Maintaining a partnership with the Global Institute of Sustainability*
- *Educating our the public of the importance of sustainable lifestyles and the positive impact on the environment*

2) Role Modeling

- *TRVPD staff will be active in participation of sustainable practices*

3) Behavior Change

- *TRVPD will establish baseline studies that measure the effectiveness of the steps taken to encourage sustainable lifestyles.*
- *Baseline studies will assist in future planning of projects and services.*

CHAPTER 3 REVISIONS



Tehachapi Valley
Recreation & Park District

Chapter 3-115: Board Meeting Procedure

The Chairperson in a manner consistent with the policies of the District shall conduct meetings of the Board of Directors. Robert's Rules of Order shall be used as a general guideline for meeting protocol.

Promptly at the hour set by the Board of Directors on the day of each regular meeting, members of the Board, the District Manager, Division Heads, the Clerk, the District's legal counsel and the Chairperson shall take their regular stations at the meeting. All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

At the discretion of the Chairperson of the Board, the order in which the Board of Directors address agenda items during a meeting may be rearranged.

Before proceeding with the business of the Board, the Chairperson shall call the roll of the members and the names of those present and those absent shall be entered into the minutes.

Simple majority of three (3) of the Board Members shall constitute a quorum for the transaction of business.

Less than a majority of three (3) may adjourn from time to time and compel attendance of absent members.

The business of the Board shall be taken up for consideration and disposition in the following order, unless rearranged by the Chairperson:

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comment
5. Consent Calendar
6. Public Hearing (as required)
7. Staff Reports
8. Agenda Items
9. Executive Session (as required)
10. Board of Directors' Time
11. Other Business
12. Adjournment



Tehachapi Valley
Recreation & Park District

Chapter 3-121: Minutes of Board Meetings

The Clerk of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

Copies of said minutes shall be distributed to Directors with the agenda for the next regular Board Meeting.

The official minutes of the regular and special meetings of the Board are archived in hard and digital copy.

DIGITAL AUDIO RECORDING

A **digital audio recording** of any meeting of the Board of Directors will be made.

Although recordings of meetings may be made, the written, approved minutes of meetings of the Board of Directors are to be considered the official records of said meetings.

The Chairperson will announce the fact that a recording is being made at the beginning of the meeting, and the recording device shall be placed in plain view of all present, so far as is possible.

Recordings made during closed sessions of the Board are deemed not to be public records.

MOTIONS, RESOLUTIONS, OR ORDINANCES

Motions, resolutions, or ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action was unanimous.

All resolutions and ordinances adopted by the Board shall be numbered consecutively.

CHAPTER 4 REVISIONS

retain the original application for the duration of employment plus an additional four (4) years.

Examination Process

The Personnel Supervisor shall determine the appropriate examination(s) for the selection process. Where written and/or practical tests are to be utilized, the Personnel Supervisor will provide and conduct the testing and will notify individuals from the ranked list of names who are eligible for consideration for employment.

Interview Process

Once a suitable number of qualified applications have been selected, the Personnel Department shall notify the applicants of the time and date of their interview.

At least two qualified people will be appointed to an Interview Panel by the Personnel Supervisor, one of which shall be in the chain of command of the subject position. The Personnel Supervisor will provide the panel with the necessary materials and training to conduct the interview.

Hourly/Seasonal Positions and Ongoing Recruitments: The supervisor may conduct interviews for hourly/seasonal positions and for ongoing recruitment of regular part-time positions. The supervisor shall notify the applicants of the time and date of their interview, and, as soon as possible, notify the Personnel Department of all applicants that are not being considered for interviews so that timely notification of such applicants can be made.

References

The Personnel Supervisor will conduct reference checks on the highest-ranking candidates.

Offer of Employment

Upon completion of a thorough evaluation of all certified candidates' applications, examinations and interviews, the Personnel Supervisor, in concurrence with the immediate supervisor, shall contact and make the offer of employment to the selected candidate. Where applicable, for positions that require a post-offer physical examination, all offers of employment are conditional subject to successful completion of the required exam and successful background check.

The Personnel Supervisor will notify, in writing, those applicants not being hired for the position. For internal promotional positions, the immediate supervisor should notify, in person, the employee not being hired for the position and then notify the Personnel Supervisor for documentation.

Desired Results

The desired results of succession planning are to:

- Identify high-potential employees capable of advancement to positions of higher responsibility than those they presently occupy.
- Ensure the systematic and long-term development of individuals to replace key job incumbents as the need arises due to deaths, disabilities, retirements, and other unexpected losses.
- Provide a continuous flow of talented people to meet the organization's needs.

Procedures

- Review of the previous year's succession planning efforts;
- Assessment of how well the District is positioned to meet replacement requirements by promotions or other personnel movements from within;
- Identification of key positions and skills and competencies required for those positions;
- Inform employees of the possible job opportunities, communicate key competencies needed for those jobs and give employees the opportunity to express interest in possible job openings and willingness to participate in succession planning activities.

CRIMINAL HISTORY INFORMATION OF APPLICANTS, EMPLOYEES AND VOLUNTEERS

POLICY: 4-209

In order to determine that applicants have a background that is appropriate to employment or volunteer service in the District, the Tehachapi Valley Recreation and Park District Board of Directors authorizes the District Manager to acquire criminal history information on each applicant. Any offer of employment or volunteer service will be contingent upon a fingerprint clearance. Classes of crimes for which conviction will result in disqualification from employment or volunteer service with the District have been established within this policy.

Nothing herein contained shall be construed to limit the District's recruiting practices except as specifically set forth herein. Further, nothing contained herein shall, in any way, restrict the District's right to terminate or otherwise discipline an employee.

Employment or Volunteer Forms: Volunteers and employees are asked to disclose criminal history convictions on the application and to disclose information on the Fingerprint Questionnaire about an arrest for which the volunteer or employee is out on bail or on his/her own recognizance pending trial. The District will check the accuracy of certain criminal history information provided. If a criminal conviction is revealed that was



Tehachapi Valley
Recreation & Park District

Chapter 4-400: Employee Benefits

This section provides some of the significant features of the District's benefit program.

In addition, while it is the District's present intention to continue these benefits, the District reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice.

WORKERS' COMPENSATION

POLICY: 4-401

The District provides workers' compensation insurance coverage as required by law to protect all employees **and volunteers** of the District who are injured on the job. The cost of this coverage is paid completely by the District.

SOCIAL SECURITY

Policy: 4-402

All employees of the District are covered under the provisions of the federal Social Security law (FICA). Social Security benefits are often a significant step to provide you and your family a retirement income, in addition to disability and survivors benefits. These benefits are financed through Social Security deductions.

UNEMPLOYMENT INSURANCE

Policy: 4-403

A program created to provide partial wage replacement to eligible unemployed workers while they conduct an active search for new work. This program, which is financed through the District's Unemployment Insurance tax contributions, is administered through the Employment Development Department. In most cases, an employee must file a claim in order to collect this benefit. Should such a situation arise, the employee should inquire about unemployment insurance at the time of his or her separation from service. The Personnel Department will explain the employee's rights under the law.

- Sixty (60) days for employees with fifteen (15) years or more of service.

Vacation leave will not be accumulated beyond the maximum levels as designated on June 30 of each year. Extra compensation is not payable in lieu of vacation unless the Board of Directors makes special dispensation. If the employee later uses enough vacation pay to fall below maximum, he will resume earning vacation from that date forward. In such a case, no benefits will be earned for the period in which the employee's benefits were at the maximum.

Vacation Accrual While Employee is On Leave of Absence: Employees on an unpaid leave of absence will not continue to accrue vacation leave.

Rate of Pay: The rate of pay provided an employee during the course of an earned vacation leave will be equivalent to that which was otherwise earnable if the leave had not been taken.

Effect of Vacation on Overtime: If an employee takes time off for vacation, the time off will not be counted as hours worked (even though it is paid as vacation time) when determining whether or how much overtime work has been performed during a workweek.

Vacation and Workers' Compensation: Workers' compensation benefits usually do not cover absences for medical treatment and only covers a portion of the employee's weekly salary when a health care provider takes the employee off work. The employee may, at his or her option, use accrued vacation leave subsequent to exhausting all accrued sick leave.

Scheduled Holiday During Vacation: A District holiday falling within an employee's requested vacation leave does not count against the vacation leave.

Termination of Employment: Upon an employee's termination, irrespective of the reason, all vacation leave earned up to the designated accrual maximums will be paid to the employee or his or her heirs at the rate of pay being received upon termination.

FULL-TIME AND SEASONAL EMPLOYEE – SICK LEAVE

POLICY: 4-407

Sick leave may be used in the following instances only:

- actual illness or injury of an employee;
- to attend a doctor, dental, visual, or chiropractic appointment;

- to attend to an employee's ill child, parent, spouse, domestic partner, or domestic partner's child;
- to attend to dentist and doctor appointments and prescribed sickness prevention measures for an employee's ill child, parent, spouse, domestic partner, or domestic partner's child.

For purpose of this policy, the term "child" means a biological, foster, or adopted child, a step-child, a legal ward, or a child of a person standing in loco parentis. The term "parent" means a biological, foster, or adopted parent, a stepparent, or a legal guardian. The term "spouse" means a legal spouse, as defined by state law.

When attending to an employee's ill child, parent, spouse, domestic partner, or domestic partner's child, an employee may only use up to one-half of the employee's yearly sick leave accrual; otherwise, the use of sick leave benefits for such family members is subject to the same conditions as the use of sick leave benefits for an employee's own illness.

Accrual: Sick leave will accrue to each employee at a rate of four (4) hours per pay period. All employees should be expressly encouraged to accumulate sick leave days in order to protect themselves from long term illnesses or injuries that may arise unexpectedly. Leave may not be taken until it has actually accrued. Employees may accrue a maximum of 180 days.

Seasonal Employee Accrual: Seasonal employees that have been employed for 30 days or longer will accrue 1 hour of sick time for every 30 hours worked, and may be taken following 90 days of employment. Unused hours will carry over the next year. The maximum number of sick hours that may be accrued is 24 hours. Tehachapi Valley Recreation and Park District is not required to provide compensation to a seasonal employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment as stated in AB 1522.

Reporting: Any employee who is unable to report to work due to illness or injury must contact by telephone or other means his or her immediate supervisor as soon as possible or, if unable to reach his or her supervisor, leave a message with the office. The message should give the reason for the absence, the employee's supervisor and the expected date of return. The message must be promptly forwarded to the employee's immediate supervisor.

If an employee becomes sick during the day, the supervisor must be notified before the employee leaves the work site unless it is not possible to do so. Failure to follow these procedures will result in treatment of the day as an unexcused absence and can result in disciplinary action. Sick leave is prohibited for any day the employee would otherwise not have worked.

Flexible Benefit Plan (Cafeteria Plan): This plan allows full-time employees to select various types of benefits such as dependent care, medical/dental insurance premiums and additional medical/dental expenses and pay for these benefits.

Health Insurance Continuation: Employees and their dependents are eligible to continue their group health plan coverage when there is a “qualifying event” that would result in a loss of coverage. Through COBRA, employees may— through the District and in conjunction with applicable federal and state COBRA laws, regulations, and guidelines— continue health insurance coverage by making any and all required monthly payments to the District for the amount of the applicable premiums. Coverage will remain in effect unless terminated or restricted in accordance with the applicable laws, regulations, and/or guidelines. Details regarding the COBRA rules are presented to employees when they begin participation in the District’s group health plan and, again, when they experience a qualifying event that triggers the right to continue participation in the group health plan. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan’s Summary Plan Description or contact the Personnel Office.

Another federal law, called the Health Insurance Portability and Accountability Act (“HIPAA”), allows certain individuals to transition from one job to another without losing their health insurance coverage or reducing the amount of time they may be excluded from coverage under a new employer’s health insurance plan. The District complies with its obligations under HIPAA and recognizes coverage that a new employee had under a prior employer’s group health plan to the extent required by the law.

~~Travel Insurance: The District maintains a group travel policy for full-time employees traveling on District business.~~

REGULAR PART-TIME/PART-TIME LEAVE

POLICY: 4-410

Part-time leave may be used in the event of illness or injury and/or as paid vacation. Use of part-time leave is prohibited for any hours/days the employee would otherwise not have worked.

Eligibility: Regular part-time employees who work within a regular part-time classification as listed on the Board approved salary schedule and who are hired to work 40 or more hours per bi-weekly pay period on a regular basis are eligible for part-time leave.

drug abuse in the workplace and the employer's policy of maintaining a drug-free workplace. Employees who believe they have a drug or substance abuse problem should be aware of the counseling that is available through their medical insurance provider or an Employee Assistance Program (EAP). The Personnel Office can provide employees with a list of counselors in the area. Every employee must acknowledge receipt of this policy and agree as a condition of employment, to abide by its terms.

SMOKING POLICY

POLICY: 4-506

The District is committed to maintaining a safe and healthful environment for all participants, spectators, and staff involved in District activities and at District facilities.

Ample research exists demonstrating the health hazards of the use of tobacco products, including smoking and the breathing of second-hand smoke. Therefore, in the best interest of the health and safety of employees and the general public, it shall be unlawful for any person to engage in the use of tobacco products of any kind or description as follows: ~~On or within District property as outlined in TVRPD ordinance 01-10.~~

- ~~• Within any District building or confined space;~~
- ~~• Within 25 feet of any entrance, exit or operable window of any District building;~~
- ~~• Within any District vehicle;~~
- ~~• Within 25 feet of any District playground or tot lot area;~~
- ~~• At any District building, sports field or other facility where any organized youth activity is being conducted, except in areas designated for that use.~~

The effectiveness of the District's Smoking Policy depends on the thoughtfulness, consideration, and cooperation of smokers and non-smokers alike. Smokers are expected to comply with existing District policy regarding break time. Any conflicts or violations of the policy should be brought to the attention of appropriate supervisory or management authority. Employees who violate this smoking policy will be subject to disciplinary action up to and including termination or referral to a smoking cessation program.

IMMIGRATION LAW COMPLIANCE

POLICY: 4-507

The District is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to



Tehachapi Valley
Recreation & Park District

Chapter 4-700: Employee Policies

ORIENTATION

POLICY: 4-701

The District has established an orientation program to help employees make a satisfactory adjustment to their new work situation. Orientation is an introduction to the District, its history, its operations, and various personnel policies. Attendance at one of the regularly scheduled orientation sessions will be arranged during the first 30 days of employment. In addition to the District orientation program, employees will receive orientation from their department head or supervisor regarding their departmental procedures.

WORK SCHEDULES

POLICY: 4-702

The District Office is normally open for business between the hours of 8:00 A.M. and 6:00 P.M., Monday through Thursday; however, department schedules may vary dependent upon division and/or site assigned. The employee's supervisor will assign individual work schedules. Various factors, such as workloads, operational efficiency, and staffing needs may require variations in an employee's starting and quitting times and total hours worked each day or each week. The District reserves the right to assign employees to jobs other than their usual assignments when required.

Exchanging work schedules with other employees is discouraged. However, employees who need to exchange schedules should notify their supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

JOB DUTIES

POLICY: 4-703

During the trial period, employees are provided with an explanation of job responsibilities and expected performance standards. Employees should be aware that their job responsibilities might change at any time during employment. From time to time, employees may be asked to work on special projects, or to assist with other work

both business and personal, while driving on District business and/or District time. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on District business and/or District time. If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting District business. (The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes.) Violating this policy is a violation of the law and a violation of District rules.

Prohibited Use of Cell Phone While Driving for Employees Under 18: A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. (The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes.) Violating this policy is a violation of the law and a violation of District rules.

Prohibited Use of Tobacco Products in or Around District Vehicles: Employees shall not use tobacco products in or around District vehicles per TVRPD Ordinance 01-10.

Damages: In the event of a collision involving property or vehicle damage or personal injury, your supervisor, the **Maintenance Foreman**, and the District Manager must be immediately notified. Employees are required to submit to a drug screen soon after any vehicle accident. Employees who are at fault in a collision may be required to pay all or a portion of the District's cost of repairs or other damages to which the District is subjected, and are subject to disciplinary action up to and including termination.

Condition of Vehicle: Each employee is expected and required to keep their assigned District vehicle in a clean condition, free of debris and excess personal materials. **Vehicle shall be cleaned weekly. Cleaning of the vehicle will include exterior, interior, truck bed, wash windows.**

Mechanical Condition: Each employee is required to report any and all mechanical problems that they have experienced with a District vehicle to their supervisor or the Maintenance Foreman. **Vehicle fluids and tire pressure are to be checked weekly.**

Vehicle Logs: Employees are to maintain vehicle logs for their assigned vehicle, to include oil changes, transmission service, replacement of air filters, replacement of tires, and all repairs. Employee is to monitor vehicle log, and take vehicle for oil or transmission service according to vehicle maintenance schedule and to fill out a vehicle maintenance request form for other suspected repairs needed. The vehicle maintenance request form is to be turned in to the Maintenance Foreman for approval.

CHAPTER 6 REVISIONS

Cash Collections

Cash collection is the receiving of and receipting of monies (currencies, money orders, bank cards, checks, etc.) offered as payment to the District.

Cash collections received by the District must be receipted by the department/unit receiving the funds.

General:

- Checks and money orders should be made payable to Tehachapi Valley Recreation and Park District or "TVRPD."
- Upon receipt, all checks and money orders must be restrictively endorsed.
- The following checks are not acceptable:
 - Post-dated checks;
 - Checks that are not imprinted.
- Only authorized personnel may collect and receipt monies.
- All monies collected elsewhere are to be regularly brought to the District Office to the Administrative Assistant where they will be counted under dual custody in preparation for deposit.

Receipting

The receipting process may involve any of the following methods:

- Recreation Software computer-generated receipts;
- Two-part, pre-numbered receipts (issued by the District Office)

Recreation Software Computer-Generated Receipts: The computerized Recreation Software system generates numbered receipts for all activity registration and facility reservations as well as entries made through its miscellaneous income component.

Receipts are distributed as follows:

- One copy is given to the customer from whom funds are received.
- One copy serves as or is attached to the registration or reservation form and forwarded to the Administrative Assistant.

Manual Receipts Issued by District Office: Three-part, pre-numbered receipt books are issued to cashiers by the District's District Office. These receipts are to be used only for cash collection receivables for which the computerized Recreation Software system does not generate a receipt or when Recreation Software is out of service.

- To ensure proper processing, the receipt form must be filled out completely.
- Receipts must be written to the customer or, in the case of checks or credit cards, to the name written on the check or credit card.

- Receipts must be completed in ink only.

The two-part, pre-numbered receipt is distributed as follows:

- The “white original copy” is given to the customer from whom funds are received.
- A copy is forwarded to the Administrative Assistant (include accompanying documentation, i.e. registration form, attendance log, etc.), and must accompany daily deposits (which are forwarded to the District Office).
- One copy remains intact in the receipt book.

Once all receipts in a receipt book have been utilized, the receipt book, with its goldenrod copies, must be returned to the Administrative Assistant.

All two-part, pre-numbered receipts must be accounted for at all times. When voiding a receipt, write “VOID” across the face of all copies of the receipt and forward to the Administrative Assistant with other receipts.

Depositing of Cash and Cash Equivalents

The Administrative Assistant establishes District depository bank account for the purpose of depositing cash collected at District cashiering sites. The cash deposited into this depository bank account is considered a part of the District’s general cash. All deposits are accurately recorded and checked against bank statements.

General:

- Any department/unit receiving cash, checks, certified funds, or credit card purchases must complete a daily log. Non-deposited funds must be kept under lock and key at all times for weekly deposit.
- All monies received must be deposited into the District’s depository bank account. The Administrative Assistant will hand-deliver all daily deposits to the designated bank.
- All checks and money orders must be stamped, upon receipt, with the restrictive endorsement stamp issued by the District Office.

Daily Deposits Using Recreation Software System: In preparation for completion of the daily deposit, the Recreation Software computerized system should print the following reports for cash, cash equivalents, and credit cards:

- Cash Journal Report: The Cash Journal Report includes a Cash Balancing Worksheet and Cash Journal listing the daily Recreation Software transactions.
- Summary G/L Distribution Report
- Credit Card Report

Pay Periods: The District operates under a bi-weekly payroll system. Each bi-weekly payroll period begins at 12:01 a.m. on Saturday and ends two weeks later on Friday at 12:00 midnight.

Paydays: Paydays occur bi-weekly on Tuesdays, nine days following the end of the pay period. If a payday falls on a holiday, employees will be paid on Monday preceding the normal Tuesday payday.

Pay Delivery Options: Two pay delivery options are available: Direct Deposit or Mail.

- **Direct Deposit:** Direct Deposit is the most convenient and secure way to be paid. The employee's net pay is sent via electronic funds transfer directly to the checking or savings account assigned by the employee. The employee's pay becomes available at his or her financial institution after 12:01 a.m. on payday. Employees have Internet access to their pay stubs; in the event that an employee does not have Internet access, s/he may request a "bank draft" paper earnings statement detailing the employee's gross pay, deductions, and net pay to be sent to the employee's home via U.S. mail.
- **Mail:** Employees who do not elect to receive their pay through direct deposit will receive paychecks sent to their home via U.S. mail.

Responsibility of Employee in the Payroll Process

- Complete all new-hire paperwork as designated by the District Office.
- Accurately record time worked on a TVRPD time card each bi-weekly pay period.
- Include a Request for Leave form for all leave taken during the bi-weekly pay period.
- On time card, certify hours worked by signing the time card.
- Time cards must be signed by the employee in order to be processed.
- Submit each time card to your supervisor at the end of the last shift of the pay period.
- Report promptly to the Administrative Assistant any discrepancies between the time worked and pay.
- Notify the Administrative Assistant when changes to name, address or phone number occur.
- If opting to receive paychecks through direct deposit, notify the Payroll Office of bank account changes that would affect the "direct deposit" process.

Responsibility of Supervisor in the Payroll Process

- Be familiar with the District's payroll policies regarding hours worked, meal periods, and overtime pay.

- Prior to assigning a new employee, ensure that all new hire paperwork has been completed.
- Provide new hires with appropriate training regarding completion of bi-weekly time cards, time card due dates and completion of leave slips.
- Each bi-weekly pay period, certify accuracy of employee time cards by signing time cards.
- Certify accuracy of employee leave slips.
- Ensure all time cards include employee signatures.
- **Deliver time cards to Administrative Assistant by 11am on the Monday before pay date.**

Responsibility of Administrative Assistant in the Payroll Process

- Prepare payroll time schedules.
- Maintain employee personnel files.
- Ensure accurate and timely processing of all phases of bi-weekly payrolls.
- Ensure that all checks are properly distributed.
- Process enrollments, changes and cancellations for various benefit programs including medical, dental, life, pension and other programs.
- Provide information to employees on payroll matters.
- Work at resolving any employee problems relative to payroll.

Responsibility of Bookkeeper in the Payroll Process

- Maintain accurate payroll records, tax and deduction authorizations.
- Record employee absences.
- Prepare and balance period-end reports and reconcile issued payrolls to bank statements.
- Prepare and issue W-2 forms to employees.

Late Time Sheets

Late or unsigned time cards will be processed with the next payroll cycle.

Pay Advances

Employees are not eligible to receive pay advances.

Overtime Pay

It is the policy of the District that overtime work will normally be unnecessary and that the regular shift assigned will normally be sufficient time to complete assigned duties. However, occasionally, employees may be required to work overtime as necessary to meet deadlines or emergencies. All overtime work must be previously authorized by the supervisor except in extreme emergencies.

The Bookkeeper is responsible for recording employee accruals and uses of sick leave, vacation leave and/or part-time leave as follows:

Sick Leave: Sick leave accrues to regular full time employees at a rate of 4 hours per pay period.

Seasonal Employee Sick Leave Accrual: Seasonal employees that have been employed for 30 days or longer will accrue 1 hour of sick time for every 30 hours worked, and may be taken following 90 days of employment. Unused hours will carry over the next year. The maximum number of sick hours that may be accrued is 24 hours. Tehachapi Valley Recreation and Park District is not required to provide compensation to a seasonal employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment as stated in AB 1522.

Vacation Leave: Regular full time employees begin to accrue vacation leave from the date of active employment, however, no vacation time may be taken by an employee until he or she has completed six months of active service. Vacation leave accrues to regular full time employees as follows:

- Less than 5 years of continuous service – 4 hours per pay period
- 5 or more years of continuous service – 6 hours per pay period
- 15 or more years of continuous service – 8 hours

Salary Adjustments

Merit/Performance Increases: Annually and dependent upon availability of District funding, merit-performance increases (based upon performance) may be recommended by the employee's supervisor and approved by the District Manager under the terms and conditions outlined in the Personnel Policies and Procedures.

Cost of Living Increases: From time to time and dependent upon availability of District funding, the District Manager may recommend and the TVRPD Board of Directors may approve salary range adjustments or cost of living increases.

Processing of Salary Adjustments: In such cases, all salary increase paperwork is initiated through the District Office. Salary increases will be calculated and processed through the District Office.

Payment Upon Termination

Upon termination from employment, payment of final wages will occur on the next regularly scheduled payday. Final wages will include any vacation leave accrued up to the maximum accrual allowed (for full-time employees). District property, such as keys,

- The public's ability to pay;
- Cost of the service;
- Level of demand;
- The District's financial circumstances; and
- Resident versus non-resident participants.

Market rates and charges levied by other public and private organizations for similar services will also be considered in establishing fees and charges.

Scholarship programs have been established to provide a method and means for needy and lower income District residents to participate in activities through reduced or waived fees as follows: Sylvia "Sandy" Chavez Children's Scholarship Fund for children twelve or under, or Walter A. Dye Teen Scholarship Fund for children thirteen to eighteen. District allocates funds to the scholarship funds based on budget.

Grants: The District aggressively pursues all grant opportunities. However, before accepting any grant, the District will consider the current and future implications of accepting or rejecting the monies. Major grants will be presented to the Board of Directors for approval before the District accepts the proposed funding or asset(s).

Interest on Investments of Cash: The District uses the County Treasurer's Office for investment of cash. These funds are pooled with other County funds for short and long-term investment.

The District's priority of investment objectives are (in order):

- Safety of invested funds;
- Maintenance of sufficient liquidity to meet cash flow needs; and
- Attainment of the maximum yield possible, consistent with the first two objectives.

One Time Revenues: One-time revenues should be used only for one-time expenditures. The District should avoid using temporary revenues to fund mainstream services.

Special Fundraising Events: Though fundraising drives cannot be solely depended upon for the financing of major District services, such activities may be authorized for supporting special projects.

Revenues derived from special fundraising events will be processed at the same time and in the same manner as charges for services, programs, and facilities. However, in this case, a sum equal to the amount collected during the fundraising drive will be earmarked for expenditure only within that program sphere for which the project was undertaken.

Purchasing Options, Guidelines and Limitations

All purchases should be made with the goal of purchasing the highest possible quality of goods and services for the District at the lowest possible costs; therefore, budget holders must be responsible and use the same purchasing “principles” with every purchase. Purchasing transactions and rules that govern how they are managed are based upon dollar amount and type of purchase.

Purchasing Options: Purchasing options available to District purchasers include:

- Use of petty cash (infrequent purchases where the cost is anticipated to be small);
- Use of District established vendor credit accounts;
- Use of an TVRPD bank card; or by check
- **Purchase order**

Purchases Less than \$1,000: Purchases of goods or services in amounts less than \$1,000 may be made from:

- The lowest or most responsible vendor.

Purchases Over \$1,000 and Less than \$5,000: Three options are available to purchase goods or services over \$1,000 and less than \$5,000. These include purchases from:

- The lowest or most responsible vendor as a result of three written quotes;
- A Sole Source Vendor (~~attach Sole Source Determination form to Request for Purchase form~~); or
- The District’s Preferred Vendors List.

NOTE:

Purchaser must complete a Request for Purchase form for these transactions. Purchases are not authorized until the Request for Purchase has been approved. Purchases from the District’s Preferred Vendors List do not require a Request for Purchase form, however, it is the responsibility of the purchaser to verify that funds are available within the appropriate budget line item to cover the purchase.

Purchases Over \$5,000 and Less than \$15,000: Two options are available to purchase goods or services over \$5,000 and less than \$15,000. These include purchases from:

- The lowest or most responsible vendor as a result of three written quotes; or
- A Sole Source Vendor (attach Sole Source Determination form to Request for Purchase form).

The Administrative Assistant will be responsible for the issuance, accounting, monitoring, retrieval, and general oversight of District credit cards.

The District Manager, or his or her designee, will be responsible for the authorization of new or renewed District credit card accounts, increases of credit authority, and similar changes.

Types of Credit Cards Available:

- Gasoline Credit Cards
- Bank Credit Cards
- Other commercial credit cards (i.e. Home Depot)

Authorized Use of District Credit Cards: Only those who are authorized may use District credit cards. Credit cards may only be used to purchase goods or services for the official business of Tehachapi Valley Recreation and Parks District.

Use of District Gasoline Cards: Employees assigned gasoline cards on an ongoing basis must turn in their gasoline receipts to the District Office promptly.

Authorized employees not assigned a gasoline card may request and sign for use of a District gasoline credit card from the District Office. The gasoline card may be used to purchase gas for District vehicles while on District business.

Following the purchase, the employee must return the gasoline credit card and receipt to the District Office. The receipt should include the District vehicle number for which gasoline was purchased or washed and the initials of the employee who made the purchase.

District Receipt Policy: All receipts must be turned in to the department supervisor within 24 hours of the purchase. All department supervisors must provide receipts attached to the appropriate expense form. All receipts are to be coded with the appropriate code distribution numbers, classes, and the supervisor is to sign the receipt prior to turning it in to the Administrative Assistant. Receipts are to be turned in to the Administrative Assistant within 72 hours of purchase. Receipts will not be accepted via email.

District Preferred Vendors List

The District maintains a pre-approved preferred vendors list for use by District budget holders. The purpose of the preferred vendor list is to achieve lower costs, greater



Tehachapi Valley
Recreation & Park District

Chapter 6-1500: Fixed Asset Inventory

Fixed assets play an important role in the success of Tehachapi Valley Recreation and Park District and represent a significant investment of resources entrusted to TVRPD. The purpose of this policy is to ensure that assets are inventoried, safeguarded, maintained, and controlled.

Inventory

An accounting, or inventory, of all fixed assets will be conducted on an annual basis by the responsible supervisor. At the conclusion of the inventory, the responsible supervisor will certify its completeness.

Applicable purchases for inclusion in this accounting or inventory will be as follows:

- Furnishings, equipment, tools, and vehicles that individually have an original total cost of more than \$100 and a life span of at least one year;
- At the request of the responsible supervisor, equipment that has a useful life of one year or more with a cost less than \$100 that is of a sensitive nature, portable and highly susceptible to being lost or stolen may be inventoried. Examples include small computerized equipment, digital cameras, video equipment, projectors and related equipment, radio communication equipment, etc.

Identification of Fixed Asset

Upon receipt of the invoice for an equipment purchase of an item with a cost of more than \$100 and a life span of at least one year, the responsible supervisor should:

- Mark the invoice for accounting purposes as required by the bookkeeper;
- Complete the TVRPD Inventory Form for the item;
- Attach a copy of the invoice to the TVRPD Inventory Form; and
- Forward the TVRPD Inventory Form to the Administrative Assistant with a copy of the invoice attached.

The **Maintenance Foreman** is responsible for recording all purchases into inventory. A current completed copy of the inventory form is to be submitted to the District Manager annually for the audit or as requested.

CHAPTER 9 REVISIONS

Hours of Use

Facilities will be available for reserved use Monday through Sunday during normal park hours, generally 8:00 A.M. to 10:00 P.M. subject to scheduling and approval by the facility supervisor. Exceptions may be granted.

Use of Alcohol at Reservations

Alcohol is not permitted at District parks and facilities, however, alcohol will be permitted inside the TVRPD West Park Activity Center on a limited basis only. (See Policy 9-405 – Alcohol Relating to Reservations.) Also see TVRPD Ordinance 01-10.

Use Not Granted

In accordance with General Policy, use of facilities shall not be granted when, for any reason, such use may not be in the best interest of the District or to any party or organization, political or otherwise, that advocates overthrow of the government of the United States or of the State of California by force or violence or other unlawful means.

CLASSIFICATION OF GROUPS

POLICY: 9-402

It is the general policy of Tehachapi Valley Recreation and Park District that recreation and park facilities be used primarily for non-profit community leisure programs of resident organizations and persons.

To provide for public leisure activities in the best interest of the community at large, the recreation and park facilities will normally be administered in accordance with the following classifications:

Partnerships

Schools and other partnerships that have a special relationship with the District for the provision of joint programs, activities, and facilities. Schools include elementary and junior high schools located within District boundaries and all high schools within the Tehachapi Unified School District.

Classification 1: Non-Profit Organizations

Primarily recreational, educational, cultural, or special interest recreational groups having open membership serving the general public. These may include, but are not limited to, sports organizations, adult services, social, cultural and/or sports oriented organizations, church groups, and homeowners' associations.

Classification 1: Youth Organizations

With the primary goal of serving the youth of the community. A majority of the membership attendance must be persons eighteen (18) years of age and under. This

- A separate second page “Endorsement” naming Tehachapi Valley Recreation and Park District as additional insured.

Certificate Holder should be listed as follows:

Certificate of Insurance naming Tehachapi Valley Recreation and Park District as additional insured. The following wording must be included on the Certificate of Insurance:

**“The Tehachapi Valley Recreation and Park District,
its Agents, Officers, Directors, Employees and Representatives
are named as additional insured.”**

NOTE: If unable to provide a Certificate of Insurance, the applicant may request purchase of a certificate through the District’s special event liability group insurance program (coverage must be qualified by the insurance program).

ALCOHOL RELATING TO RESERVATIONS

POLICY: 9-405

Alcohol is not permitted at District parks and facilities, however, alcohol will be permitted inside the TVRPD West Park Activity Center on a limited basis only as stated below.

Criteria for Use of Alcohol at the TVRPD West Park Activity Center

Alcohol will be permitted **inside** the TVRPD West Park Activity Center for fund-raising events planned by certain not-for-profit groups that meet ALL of the following criteria:

- The group directly responsible for organizing/running the event must have an up-to-date non-profit status. A current proof of 501.c.3 status is required at the time of reservation.
- Service of alcohol will be for fund-raising purposes only. This will include the direct sale of alcohol to benefit the group or cause or the sale of tickets to the event where proceeds go to benefit the group or cause.
- No alcohol will be served after 11:00 p.m.

Policies Related to Use of Alcohol at TVRPD West Park Activity Center

Groups seeking to reserve the TVRPD West Park Activity Center for events that include alcohol must adhere to the following policies or risk cancellation of the event and possible forfeiture of deposits/fees:

- The rental group shall be responsible for acquiring all necessary alcohol licenses and permits required by the California Department of Alcoholic Beverage Control (ABC). Costs for these permits and licenses are the sole responsibility of the rental group and a copy of all permits and licenses is required two (2) weeks prior to the

event date. Failure to provide proper permits and licenses will result in cancellation of the event.

- The rental group must provide a Certificate of Liability Insurance in an amount not less than \$2,000,000 per occurrence with no per person sub-limit and must provide host liquor liability coverage. TVRPD should be listed as the Certificate Holder. A separate endorsement naming Tehachapi Valley Recreation and Park District as additional insured is required. The facility user's insurance shall be primary as respects to any loss or liability arising directly or indirectly from the insured's operations. If the rental group is unable to provide a Certificate of Insurance, the group may request purchase of a certificate through the District's special event liability group insurance program (coverage must be qualified by the insurance program). Proof of insurance is required two (2) weeks prior to the event date. Failure to provide proof of insurance will result in cancellation of the event. Any cost for this level of insurance is solely the responsibility of the rental group.
- The rental group shall be responsible for providing professional licensed and bonded security for the event using an approved security firm or agency as follows:

Attendees	Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4

Proof of security arrangements is required two (2) weeks prior to the event. Failure to provide proof of arrangements will result in cancellation of the event. Any fees or costs associated with the hiring of security personnel is the sole responsibility of the rental group and should be paid directly to said security firm.

- One staff member is always included in the regular rental fees. These fees shall be covered by the rental group and paid to TVRPD. For groups with an expected attendance in excess of 250 people the TVRPD may ~~West Park Activity Center will~~ require additional staffing at a cost of \$20 per hour per each additional staff member.
- A cleanup/damage deposit will be required. In the event of damage or the necessity for excessive cleanup or maintenance, said deposit shall be applied accordingly. The deposit will be refunded provided the need does not arise for its use.
- The rental group will be entirely responsible for setup and cleanup of "alcohol events" or risk forfeiture of cleanup/damage deposit.

- Events canceled less than two (2) weeks prior to the event date will be assessed a \$100 cancellation fee which will be deducted from the cleanup/damage deposit.
- Alcohol will not be permitted outside of the TVRPD West Park Activity Center, even for groups that meet the above criteria for alcohol use at the TVRPD West Park Activity Center.
- Any individuals attending the event who are judged to be excessively inebriated or uncooperative (at the discretion of the TVRPD staff member in charge of the facility) must be escorted off the premises by the group or risk having the event shut down and the forfeiture of the deposit.

Violation of any of the above policies will result in possible cancellation of the event and/or forfeiture of deposits or fees.

SECURITY RELATING TO RESERVATIONS

POLICY: 9-406

Security officer(s) are required by Tehachapi Valley Recreation and Park District as follows:

- A building reservation where more than 200 will be attending.
- May, at the discretion of the District Manager, be required at special events and/or other large gatherings.

Costs for security shall be borne by the applicant. Applicant must obtain security services from a licensed security firm. The name of the licensed security firm being used must be provided to the District two weeks prior to the reservation event.

FACILITY RULES RELATING TO RESERVATION

POLICY: 9-407

The following are general guidelines regarding the use of District facilities. There may be additional rules specific to the facility being reserved. This information will be provided at the time of completion of the "Application for Use of Facility" form.

- Smoking is prohibited at all TVRPD facilities, and properties
- Consumption of alcoholic beverages (alcohol is allowed on a limited basis only at the TVRPD West Park Activity Center – see Policy 9-405) and the use of glass bottles or glass containers is prohibited at TVRPD facilities with the exception of West Park Activity Center.
- Vehicles must be parked in designated areas only. Driving on District turf is prohibited.
- Users are responsible for leaving the facility in the same general condition as received. Failure to do so may result in the assessment of additional fees or

ENTRY FEES

- Day Use \$5.00 per vehicle per day
- Walk-In Free
- ~~Bicycles Free~~
- ~~Motoreycles \$5.00 per motoreycle per day~~
- Passenger Bus \$20.00 per bus per day

BOATING

- \$5.00 per day (no gasoline engines; electric motors only)

OVERNIGHT CAMPING

- \$20.00/night, spaces 1–12 (electric and water hook-up)
- \$30.00 /night, spaces A–F (electric, water, sewer)
- Tent Camping: \$15.00
- Dumping Fee
 - Free for camp user
 - \$5.00 for non-camp user

ANNUAL PASSES

- All passes must be renewed on January 1.
- Brite Lake annual passes are non-refundable in part or whole.

Pass prices are the same no matter what time of year they are purchased.

- Annual Pass: \$100.00 /year ~~(entitles members of bearer's household only to fish and picnic)~~ (Camping fees are not included with Annual Pass)
- Senior Citizen Pass (62 years and older): \$50.00/year ~~(entitles members of bearer's household only to fish and picnic)~~ (Camping fees are not included with Annual Pass)
- Boat Launching Permit: \$30.00/year (entitles members of bearer's household only to launch one boat per permit)

Entire Parks

Supervisor approval/signature is required for all park rentals.

Rates for full parks:

- Central Park \$500.00 per day +\$1,500.00 Cleaning/Damage Deposit

West Park, Ollie Skate Park, and Brite Lake are not available to rent as an entire park.

- Inflatable Jump Houses:

- Inflatable jump houses can only be brought onto District property if the customer has reserved a group picnic shelter or open turf area. Any exceptions must be referred to the responsible supervisor.
- Inflatable jump houses may not be brought onto District property unless the vendor providing the inflatable jump house has proof of insurance on file with the District.

All fees are established and subject to change with the approval of TVRPD Board of Directors.

The District may impose a fee or charge for purposes including, but not limited to, the following:

- To cover costs for District services that includes the use of expendable or consumable materials, or materials that will be retained by the participant;
- To supplement financing of facilities which have high capital or maintenance costs (e.g. swimming pools);
- ~~For participation in District programs by non-residents (out-of-district fees);~~
- For the provision of special services that usually entail low or restricted use;
- For private, exclusive use of facilities on a temporary basis; and
- For the conservation, protection and maintenance of District resources and participant property.

Establishment of Fees

The Board of Directors retains final approval authority for the establishment of fees. In determining a particular fee or charge, the Board will consider the following:

- The public's ability to pay;
- Cost of the service;
- Level of demand;
- The District's financial circumstances; and
- ~~Resident versus non-resident participants.~~

Fee rates will be calculated to recover a reasonable portion of administrative costs of a service. In the case of facility rentals, fees will be calculated on an hourly basis (see Fee Schedule in this chapter). In all cases, fees must be paid prior to participation or use.

~~Non-Resident Fees (Out-of-District Fees)~~

~~Property taxes collected from residents who reside within the boundaries of Tehachapi Valley Recreation and Park District include an assessed fee for park and recreation services.~~

~~It is recognized that in certain District facilities, the use of either federal or state funds to acquire and/or develop sites and facilities, may limit the District from assessing rates based on resident/non-resident status. In those locations and facilities, nothing in District policy will pre-empt these rules or regulations dictated by the acceptance of said funds.~~

Tehachapi Valley Recreation & Park
District
Financials
November 2014

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District

BALANCE SHEET As of November 30, 2014

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	315,924.80
1002 Cash in County Treasury-Development Fees	131,857.39
1003 Cash in County Treasury-Quimby	25,706.98
Total 1000 Cash in County Treasury Special Revenue Fund	473,489.17
1004 Check BOTS 4470	74,210.45
1005 County Treasury Capital Projects Fund	360,481.98
1051 Change Fund	700.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	\$909,081.60
Accounts Receivable	
1200 Accounts Receivable	6,880.00
Total Accounts Receivable	\$6,880.00
Other current assets	
1070 Prepaid Expenses	12,350.93
1092 Credit Card Receivables	964.75
1210 Inventory Asset	3,867.74
1215 Scholarship Revenues Receivable	612.50
Total Other current assets	\$17,795.92
Total Current Assets	\$933,757.52
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,481,103.41
1163 Equipment	737,519.41
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,413,763.00
Fleet Vehicles and Equipment	53,289.72
Total Fixed Assets	\$1,259,016.27
TOTAL ASSETS	\$2,192,773.79
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	23,035.04
Total Accounts Payable	\$23,035.04
Credit Cards	

2010 Cardmember Services Payable	5,048.87
2014 Home Depot Payable	445.05
Total Credit Cards	\$5,493.92
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	14,051.79
2024.3 Accrued Sick Leave	17,945.08
Total 2024 Accrued Vacation, Sick, & Comp Time	31,996.87
2200 Suspense	30,090.23
2207 Sales tax payable	106.50
2208 Kern County Loan Payable	360,776.49
2210 Payroll Liabilities	
2211 CalPERS Payable	-1,781.70
2231 Health Plan Payable	-2,088.13
2250 Payroll Tax Liabilities	569.08
Total 2210 Payroll Liabilities	-3,300.75
2260 Veterans Memorial Fund Payable	1,526.17
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$422,195.51
Total Current Liabilities	\$450,724.47
Total Liabilities	\$450,724.47
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	969,768.57
Total 3010 Net Investment In Capital Assets	969,768.57
3020 Restricted Funds	
3022 Capital Projects	427,925.26
Total 3020 Restricted Funds	427,925.26
3030 Unrestricted Funds	418,701.22
3110 Retained Earnings	87,368.14
Net Income	-161,713.87
Total Equity	\$1,742,049.32
TOTAL LIABILITIES AND EQUITY	\$2,192,773.79

Wednesday, Dec 10, 2014 02:09:27 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

November 2014

	TOTAL		
	NOV 2014	JUL - NOV, 2014 (YTD)	% OF INCOME
Income			
4010 Property Taxes	6,323.22	95,139.77	21.83 %
4020 Interest Income		<u>1,246.05</u>	
4030 Adult Program Revenues	185.00	15,356.34	0.64 %
4050 Facility Revenue	6,200.75	62,318.77	21.40 %
4200 Contracted Classes Revenues	1,486.25	12,050.69	5.13 %
4210 Events Revenues	21.00	16,973.87	0.07 %
4213 Sponsorship Revenues	-44.99	855.01	-0.16 %
4300 Youth Program Revenues	14,800.00	34,785.00	51.09 %
4610 Billable Expense Income		5,774.99	
4650 Discounts given		-218.00	
4704 Sales		1,352.25	
4750 Commission Income		19.40	
Total Income	\$28,971.23	\$245,654.14	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	100.00	1,912.13	0.35 %
5004 Contracted Classes Costs	1,849.18	16,810.86	6.38 %
5005 Events Costs	53.16	24,670.92	0.18 %
5008 Youth Program Costs	1,103.42	1,769.98	3.81 %
5704 Purchases for Resale	72.54	376.65	0.25 %
Total Cost of Goods Sold	\$3,178.30	\$45,540.54	10.97 %
Gross Profit	\$25,792.93	\$200,113.60	89.03 %
Expenses			
6000 Employee Costs	22,331.24	235,708.03	77.08 %
7010 Advertising & Marketing	988.15	4,711.15	3.41 %
7020 Bank Service Charges	574.17	3,327.89	1.98 %
7025 Cash Short/Over		-0.05	
7026 Charitable Contribution	63.61	1,941.61	0.22 %
7030 Dues & Subscriptions		5,103.00	
7035 Equipment Rents & Leases	573.99	2,299.20	1.98 %
7050 Insurance	1,065.83	6,631.39	3.68 %
7060 Licenses & Fees	192.00	1,981.83	0.66 %
7070 Maintenance	2,551.89	25,981.13	8.81 %
7080 Master Plan Expenses		1,052.90	
7084 Meals & Entertainment	79.00	525.69	0.27 %
7090 Office Supplies	1,539.68	7,151.87	5.31 %
7120 Professional Development	554.05	9,195.51	1.91 %
7150 Professional Fees	7,908.00	22,620.76	27.30 %
7180 Security	100.00	500.00	0.35 %
7210 Telephone	1,595.33	7,200.95	5.51 %
7230 Uniforms & Apparel	849.04	2,427.25	2.93 %
7250 Utilities	7,177.80	44,837.36	24.78 %

Total Expenses	\$48,143.78	\$383,197.47	166.18 %
Net Operating Income	\$ -22,350.85	\$ -183,083.87	-77.15 %
Other Income			
8040 TVRPD Development Fee Revenues		21,370.00	
Total Other Income	\$0.00	\$21,370.00	0.00%
Net Other Income	\$0.00	\$21,370.00	0.00 %
Net Income	\$ -22,350.85	\$ -161,713.87	-77.15 %

Wednesday, Dec 10, 2014 02:10:23 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

July - November, 2014

	TOTAL			
	JUL - NOV, 2014	JUL - NOV, 2013 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	95,139.77	95,266.24	-126.47	-0.13 %
4020 Interest Income	1,246.05	1,810.38	-564.33	-31.17 %
4030 Adult Program Revenues	15,356.34	1,973.00	13,383.34	678.32 %
4050 Facility Revenue	62,318.77	49,902.66	12,416.11	24.88 %
4200 Contracted Classes Revenues	12,050.69	6,998.00	5,052.69	72.20 %
4210 Events Revenues	16,973.87	15,040.69	1,933.18	12.85 %
4213 Sponsorship Revenues	855.01	5,400.00	-4,544.99	-84.17 %
4300 Youth Program Revenues	34,785.00	41,816.34	-7,031.34	-16.81 %
4610 Billable Expense Income	5,774.99	8,235.32	-2,460.33	-29.88 %
4650 Discounts given	-218.00	-30.00	-188.00	-626.67 %
4704 Sales	1,352.25	380.49	971.76	255.40 %
4750 Commission Income	19.40		19.40	
Total Income	\$245,654.14	\$226,793.12	\$18,861.02	8.32 %
Cost of Goods Sold				
5001 Adult Program Costs	1,912.13	20.48	1,891.65	9,236.57 %
5004 Contracted Classes Costs	16,810.86	5,301.00	11,509.86	217.13 %
5005 Events Costs	24,670.92	12,120.76	12,550.16	103.54 %
5008 Youth Program Costs	1,769.98	7,965.95	-6,195.97	-77.78 %
5704 Purchases for Resale	376.65	233.64	143.01	61.21 %
Total Cost of Goods Sold	\$45,540.54	\$25,641.83	\$19,898.71	77.60 %
Gross Profit	\$200,113.60	\$201,151.29	\$ -1,037.69	-0.52 %
Expenses				
6000 Employee Costs	235,708.03	193,758.70	41,949.33	21.65 %
7010 Advertising & Marketing	4,711.15	8,986.24	-4,275.09	-47.57 %
7020 Bank Service Charges	3,327.89	1,967.56	1,360.33	69.14 %
7025 Cash Short/Over	-0.05	2.75	-2.80	-101.82 %
7026 Charitable Contribution	1,941.61		1,941.61	
7030 Dues & Subscriptions	5,103.00	1,655.40	3,447.60	208.26 %
7035 Equipment Rents & Leases	2,299.20	1,884.51	414.69	22.01 %
7050 Insurance	6,631.39	7,303.03	-671.64	-9.20 %
7056 Interest Expense		130.72	-130.72	-100.00 %
7060 Licenses & Fees	1,981.83	1,247.00	734.83	58.93 %
7070 Maintenance	25,981.13	37,744.75	-11,763.62	-31.17 %
7080 Master Plan Expenses	1,052.90	51,275.69	-50,222.79	-97.95 %
7084 Meals & Entertainment	525.69	65.44	460.25	703.32 %
7090 Office Supplies	7,151.87	3,186.10	3,965.77	124.47 %
7120 Professional Development	9,195.51	5,593.08	3,602.43	64.41 %
7150 Professional Fees	22,620.76	25,871.42	-3,250.66	-12.56 %
7170 Publications & Legal		74.70	-74.70	-100.00 %
7180 Security	500.00	654.75	-154.75	-23.63 %
7210 Telephone	7,200.95	3,993.83	3,207.12	80.30 %
7230 Uniforms & Apparel	2,427.25	2,329.86	97.39	4.18 %
7250 Utilities	44,837.36	32,126.98	12,710.38	39.56 %

Total Expenses	\$383,197.47	\$379,852.51	\$3,344.96	0.88 %
Net Operating Income	\$ -183,083.87	\$ -178,701.22	\$ -4,382.65	-2.45 %
Other Income				
8040 TVRPD Development Fee Revenues	21,370.00	27,781.00	-6,411.00	-23.08 %
Total Other Income	\$21,370.00	\$27,781.00	\$ -6,411.00	-23.08 %
Other Expenses				
8505 Quimby Expense		4,080.00	-4,080.00	-100.00 %
Total Other Expenses	\$0.00	\$4,080.00	\$ -4,080.00	-100.00 %
Net Other Income	\$21,370.00	\$23,701.00	\$ -2,331.00	-9.84 %
Net Income	\$ -161,713.87	\$ -155,000.22	\$ -6,713.65	-4.33 %

Wednesday, Dec 10, 2014 02:11:08 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

July - November, 2014

	TOTAL
OPERATING ACTIVITIES	
Net Income	-161,713.87
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	5,478.67
1070 Prepaid Expenses	-2,892.71
1092 Credit Card Receivables	1,476.25
2000 Accounts Payable	2,210.59
2010 Cardmember Services Payable	110.65
2014 Home Depot Payable	84.07
2021 Accrued Salaries & Wages	-26,559.05
2022 Accrued Employer PR Taxes	-2,602.52
2099 Deferred Revenue	-1,211.60
2200 Suspense	30,090.23
2207 Sales tax payable	-1,194.27
2208 Kern County Loan Payable	360,776.49
2211 Payroll Liabilities:CalPERS Payable	-2,866.20
2231 Payroll Liabilities:Health Plan Payable	-768.41
2250 Payroll Liabilities:Payroll Tax Liabilities	-989.06
Net cash provided by operating activities	\$199,429.26
INVESTING ACTIVITIES	
1162 Improvements	-1,070.00
1163 Equipment	-188,219.82
Fleet Vehicles and Equipment	-53,289.72
Net cash provided by investing activities	\$ -242,579.54
Net cash increase for period	\$ -43,150.28
Cash at beginning of period	952,231.88
Cash at end of period	\$909,081.60

Wednesday, Dec 10, 2014 02:12:08 PM PST GMT-8

Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: FY2014-2015 BUDGET - FY15 P&L

July 2014 - June 2015

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	95,139.77	752,759.00	657,619.23	87.36 %
4020 Interest Income	1,246.05	3,500.00	2,253.95	64.40 %
4030 Adult Program Revenues	15,356.34	28,060.00	12,703.66	45.27 %
4050 Facility Revenue	62,318.77	140,075.00	77,756.23	55.51 %
4200 Contracted Classes Revenues	12,050.69	42,575.00	30,524.31	71.70 %
4210 Events Revenues	16,973.87	37,750.00	20,776.13	55.04 %
4213 Sponsorship Revenues	855.01	40,000.00	39,144.99	97.86 %
4300 Youth Program Revenues	34,775.00	62,200.00	27,425.00	44.09 %
4610 Billable Expense Income	5,774.99	30,000.00	24,225.01	80.75 %
4650 Discounts given	-218.00	-500.00	-282.00	56.40 %
4704 Sales	1,352.25	4,700.00	3,347.75	71.23 %
4750 Commission Income	19.40	0.00	-19.40	
Total Income	\$245,644.14	\$1,141,119.00	\$895,474.86	78.47 %
Cost of Goods Sold				
5001 Adult Program Costs	1,912.13	2,700.00	787.87	29.18 %
5004 Contracted Classes Costs	16,810.86	25,500.00	8,689.14	34.08 %
5005 Events Costs	23,216.64	44,800.00	21,583.36	48.18 %
5008 Youth Program Costs	1,769.98	18,500.00	16,730.02	90.43 %
5704 Purchases for Resale	376.65	3,300.00	2,923.35	88.59 %
Total Cost of Goods Sold	\$44,086.26	\$94,800.00	\$50,713.74	53.50 %
Gross Profit	\$201,557.88	\$1,046,319.00	\$844,761.12	80.74 %
Expenses				
6000 Employee Costs	256,218.15	677,914.00	421,695.85	62.20 %
7010 Advertising & Marketing	4,732.49	15,000.00	10,267.51	68.45 %
7020 Bank Service Charges	4,016.84	7,000.00	2,983.16	42.62 %
7025 Cash Short/Over	-0.05	0.00	0.05	
7026 Charitable Contribution	1,941.61	3,000.00	1,058.39	35.28 %
7030 Dues & Subscriptions	5,103.00	5,000.00	-103.00	-2.06 %
7035 Equipment Rents & Leases	2,546.47	5,500.00	2,953.53	53.70 %
7050 Insurance	8,033.72	20,300.00	12,266.28	60.43 %
7056 Interest Expense		300.00	300.00	100.00 %
7060 Licenses & Fees	1,981.83	4,000.00	2,018.17	50.45 %
7070 Maintenance	27,153.46	80,500.00	53,346.54	66.27 %
7080 Master Plan Expenses	1,052.90		-1,052.90	
7084 Meals & Entertainment	525.69	1,000.00	474.31	47.43 %
7090 Office Supplies	7,151.87	14,000.00	6,848.13	48.92 %
7120 Professional Development	9,195.51	12,000.00	2,804.49	23.37 %
7150 Professional Fees	22,962.76	60,100.00	37,137.24	61.79 %
7160 Property Tax Collection Fee		8,500.00	8,500.00	100.00 %
7170 Publications & Legal		500.00	500.00	100.00 %
7180 Security	600.00	1,500.00	900.00	60.00 %

7210 Telephone	7,200.95	14,000.00	6,799.05	48.56 %
7230 Uniforms & Apparel	2,427.25	5,000.00	2,572.75	51.46 %
7250 Utilities	45,004.61	91,300.00	46,295.39	50.71 %
Total Expenses	\$407,849.06	\$1,026,414.00	\$618,564.94	60.26 %
Net Operating Income	\$ -206,291.18	\$19,905.00	\$226,196.18	1,136.38 %
Other Income				
8040 TVRPD Development Fee Revenues	21,370.00		-21,370.00	
Total Other Income	\$21,370.00	\$0.00	\$ -21,370.00	0.00%
Net Other Income	\$21,370.00	\$0.00	\$ -21,370.00	0.00%
Net Income	\$ -184,921.18	\$19,905.00	\$204,826.18	1,029.02 %

Wednesday, Dec 10, 2014 02:13:11 PM PST GMT-8 - Accrual Basis

AGREEMENT

THIS AGREEMENT made and entered into on this first (1st) day of February 2015, by and between the **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI LITTLE LEAGUE, INC.**, a California corporation ("Little League"). District and Little League are referred to herein singularly as a "party" and collectively as "parties."

RECITALS

WHEREAS, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as West Park. West Park is more particularly described in Exhibit "A" attached hereto and incorporated by reference;

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

WHEREAS, Little League operates a baseball program for children of the City of Tehachapi and surrounding environs during the late spring and summer of each year;

WHEREAS, Little League desires to lease from District, and District is willing to lease to Little League, 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. Term. Unless earlier terminated as set forth in Sections 7 or 16, the term of this Agreement shall commence on February 1, 2015, and shall continue until midnight, Pacific Time, on July 31, 2015, and thereafter shall automatically renew on an annual basis for successive terms from February 1 through July 31 of each year, unless either party provides written notice of termination on or before November 1 of the current year (collectively the "Term"). For illustration purposes only, a party would need to provide notice of termination on or before November 1, 2015, or this Agreement will automatically renew for the period of

February 1, 2016, through July 31, 2016. Notwithstanding the foregoing, Little League shall not have a right to renew this Agreement and it shall automatically terminate if Little League is in default of this Agreement and it is not promptly cured to the District's satisfaction as exercised in the District's sole discretion.

2. Description of Premises. The Premises leased pursuant to this Agreement shall be limited to only the baseball fields and the youth softball fields located at West Park. Except as provided in Section 4, District does not lease to Little League any other Premises or facilities located at West Park.

3. Little League's Responsibilities. Little League understands and agrees that:

3.1. Little League's use of the Premises will not be exclusive, but that the Premises will be made available for use by the general public at times when not utilized by Little League.

3.2. Little League's use of the Premises shall not compete with nor duplicate any of District's sanctioned programs or activities, including, but not limited to, T-Ball and Coach Pitch Youth Baseball for ages 4 through 7.

3.3. Little League shall provide evidence to District that it carries adequate insurance and indemnification to cover Little League activities and use of the Premises by Little League in accordance with the terms provided in Section 7.

3.4. Little League shall provide evidence to District that it carries all the necessary permits required by law for Little League's activities on the Premises, including, but not limited to, a current Health permit to perform the services in Section 4.

3.5. Little League shall ensure that all field volunteers have undergone annual screening and background checks by a nationally certified screening agency. Little League shall provide District annually with proof of same.

3.6. Little League shall pay to District a facility fee in the amount of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) for the 2015 regular season on or before **February 1, 2015, and thereafter in advance on February 1 of each year during the Term.** The facility fee shall increase by five percent (5%) annually during the Term.

3.7. On or before **February 1 2015**, Little League also shall pay to District a security deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00), to be returned to Little League following the termination or early expiration of this Agreement, and

District's receipt of final reconciled invoices and successful District inspection of the Premises. Little League is responsible for all damages resulting from Little League use or misuse of the Premises. In the event it is necessary for District to use the security deposit for damages or misuse of the Premises by Little League, the parties understand and agree that the amount will include an administrative fee for District of Two Hundred Dollars and No Cents (\$200.00) per occurrence in addition to the actual amount necessary to address the damages or misuse.

3.8. No later than **February 1 of each year during the Term**, Little League shall provide District with a Field Use Schedule of practices and games to be played on the Premises (the "Field Use Schedule") prior to commencement of the season. Little League also shall provide league regular season schedules to the District and the District's recreation supervisor in digital format with the executed Agreement, for inclusion on the District website **on or before February 1 of each year during the Term**.

3.9. Any request for early termination of this Agreement shall be submitted in writing by Little League to District management and shall be granted at District's sole discretion.

4. Use of Concession Bar. During the Term, Little League may operate the concession bar at West Park (the "Concession Bar") for organizational purposes only at its sole cost and expense. Little League may submit, in writing, requests for improvements required to obtain a health permit for operating the Concession Bar for the duration of the Term. Upon District approval, without right of reimbursement from the District, Little League shall be granted permission to conduct facility improvements.

5. Utilities.

5.1 Electricity. Little League shall pay all charges for electricity used by Little League at the Premises, namely all electricity metered by Southern California Edison Meter No. 223000-023535 (Account # 3-8450-78) for Read Field Lighting and Concession Bar and Meter No. 222013-773435 (Account # 3-003-6570-56) for the North Ball Fields, minus the amount of Two Hundred Twenty One Dollars and Forty Five Cents (\$221.45) per month for the estimated District electrical charges during the Term. Little League will reimburse the District for electric usage per billing cycle, to be paid no later than thirty (30) days from the date of the District's invoice to Little League. The parties understand and agree that the electricity bills for June and/or July of each year during the Term, may be billed by Little League after the expiration or early termination of this Agreement, and will remain subject to the terms of this Agreement.

Little League shall pay the final bills for electricity pursuant to District's invoice, but in no event later than **September 30 of each year during the Term.**

5.2. Telephone. Little League may install a telephone at the Premises, at its sole expense and in its own name. Little League shall be solely responsible for paying all telephone charges accrued through its telephone service, without liability to District.

5.3. Water. District and Little League will share equally the cost of water for irrigation of the Premises as reflected in invoices for City of Tehachapi account No 000433-001 after first subtracting One Hundred and Thirty-Six Dollars and No Cents (\$136.00) for the District's estimated sewer charges and off-season portion of the water bill. Watering of fields shall be the responsibility of District during the pre-season and regular season play. Turf areas will be watered using timers set by District, which shall not be changed or altered by Little League. Little League shall use hand watering for all infield prepping. Upon the expiration or early termination of this Agreement, District shall be solely responsible for irrigating the infields at its sole cost and expense. Little League will reimburse the District for water usage per billing cycle, to be paid no later than thirty (30) days from the date of the District's invoice to Little League. The parties understand and agree that the water bills for June and/or July of each year during the Term, may be billed by Little League after the expiration or early termination of this Agreement, and will remain subject to the terms of this Agreement. Little League shall pay the final bills for water pursuant to District's invoice, but in no event later than **September 30 of each year during the Term.**

5.4. Mowing. District shall be responsible for mowing the fields during the Term.

6. Use. The Premises are leased to Little League for the purposes of operating an organized baseball and softball program for the youth of Tehachapi and its environs. Little League shall have first priority to use the Premises at the times set forth in the Field Use Schedule. District shall have the right to use the Premises at all times that are not included in the Field Use Schedule. Little League shall not allow other entities to use the Premises without District's prior written consent, even if dates and times are within the Field Use Schedule.

7. Insurance. Little League 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 Little League participants, employees, volunteers, or other persons performing services for Little League or participating in Little League activities and the spouses, children, parents, and siblings of same;
- (c) Non-owned automobile liability for on-Premises and off-Premises activities;
- (d) Contractual coverage for Little League's obligations under this Agreement, including, but not limited to, the obligations to indemnify District as set forth in Section 8; and,
- (e) Products liability for all products distributed by Little League, whether by sale or otherwise. Little League's insurance policy shall name District, its agents, officers, directors, employees, and representatives as additional insureds. The policy shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District. Little League's policy shall provide primary coverage, and no insurance of District shall be called upon to contribute to a loss under the limits of Little League's policy. Little League's policy shall not be subject to cancellation or coverage reduction without the provision of fifteen (15) days' prior written notice to District. On or before **February 1 of each year during the Term**, Little League 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. Cancellation of any of the insurance described herein, or any portion of said insurance, shall automatically suspend Little League's rights under this Agreement. Upon such an occurrence, Little League shall immediately cease all operations under this Agreement and vacate the Premises. District shall have the right to immediately terminate, without notice, all operations in the event Little League fails or refuses to do so.

8. Indemnification.

8.1 Little League 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 Little League'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.

8.2 District does not, and shall not, waive any rights against Little League 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 Little League's insurance shall not act as a limitation upon the amount of indemnification to be provided by Little League to the District in the event of loss, claim, damage or expense. This Section 8 shall survive the expiration or earlier termination of this Agreement.

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

10. Maintenance.

10.1 Generally. District shall provide general maintenance to the Premises, at no additional expense to Little League. Little League shall be solely responsible for preparation of the fields at the Premises for scheduled games, and for furnishing the necessary equipment and personnel to prepare the fields.

10.2. Pitching Mounds. Upon written request by Little League, District may permit Little League to construct earthen infield mounds during the Term only at Little League's sole cost and expense. In the event District grants Little League permission to construct earthen mounds, Little League agrees to remove all mounds and restore the condition of the fields, at its sole cost and expense, on or before the earlier of the last use under the Field Use Schedule or early termination of this Agreement.

10.3. Trash. District shall be responsible for emptying all 50 gallon trash receptacles on the Premises Monday through Friday during the Term. During the Term Little League shall be responsible for emptying all 50 gallon trash receptacles on the Premises immediately following Little League's use on Saturday, and place all trash in the large dumpsters

located at the Premises. District shall supply 50 gallon trash receptacle liners to Little League upon request to District's Maintenance Foreman between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday. District will provide Little League with keyed access to locked receptacles. Little League's failure to request trash can liners shall not relieve it from obligation to empty trash receptacles. In addition to trash receptacle liner removal and replacement, Little League shall be responsible for removing loose trash and litter from all playing fields and dugouts immediately following any Little League play.

10.4. Portable Toilets. Little League shall provide a minimum of six (6) portable toilets and three (3) wash stations for Little League use during the Term at its sole cost and expense. Little League shall coordinate with District Maintenance Foreman for portable toilet and wash station placement prior to the first use by Little League under the Field Use Schedule. Little League is responsible for maintenance, repairs and security of the portable toilets and wash stations at its sole cost and expense.

11. Storage.

11.1. Little League may not store any Little League equipment or any other items on the Premises or other District property without prior written consent from the District, as exercised in its sole discretion. Items or equipment stored on the Premises or other District property will be stored and organized in a safe and orderly manner acceptable to District. Little League is to remove all Little League equipment and items from the Premises or other District property on or before the expiration or early termination of this Agreement at its sole cost and expense.

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. Little League 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. Little League 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 this Agreement, the exercise of all rights under this Agreement, posting of notices, and all other lawful purposes. District shall issue, to Little League, keys and access to the Concession

Bar for the duration of the Term. Little League shall supply District and its agents and assigns with keys and other instruments necessary to gain access to any additional facilities or storage areas utilized on the Premises.

14. Ownership of Improvements. Little League shall not construct any improvements on the Premises without the express written consent of District, exercised in its sole discretion. In the event such improvements are made to the Premises, said improvements shall be constructed, maintained and repaired at the sole cost and expense of Little League. Upon expiration or early termination of this Agreement, said improvements shall become property of District, without cost to District. Improvements to fences, dugouts, bleachers, walkways, turf and infields are examples of improvements. Little League, 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 Little League remove any or all improvements installed on the Premises by Little League. Upon such request, Little League shall promptly remove such improvements and return the Premises to its original condition as nearly as may be practical at its sole cost and expense.

15. Repair and Removal of Structures. 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.

16.1 Upon Little League's breach of this Agreement, District shall have the right or 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 Little League's expense and for its account.

16.2. 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 this Agreement; or
- (b) From time to time, without terminating this Agreement, relet the entire, or any portion, of the Premises for such terms, which may extend beyond the Term and at such 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 reletting, Little League shall immediately pay to District the expenses of reletting 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.

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

16.4. Nothing contained in this Agreement, and no security or guaranty that District holds now or in the future under 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.

16.5. The notice requirements provided herein shall not be applicable to a breach of Section 7 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 Little League:

(a) The appointment of a receiver to take possession of all or substantially all assets of Little League; or,

(b) A general assignment by Little League for the benefit of its creditors; or,

(c) An action taken or suffered by Little League under any insolvency or bankruptcy act.

18. Waste or Nuisance. Little League and its agents and representatives shall not commit, or permit others to commit, waste on the Premises while exercising its rights under this Agreement. Little League and its agents and representatives also shall not, or permit others to, commit, maintain or permit the commission of any nuisance (as defined pursuant to California Civil Code Section 3479 or the Kern County Ordinance Code Section 19.04.50) on the Premises while exercising its rights under this Agreement.

19. Liens. Little League 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. Little League shall keep the Premises and its leasehold interest 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 Little League upon the Premises. Little League 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 Little League 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. Little League shall, at its sole cost and expense, obtain such licenses, permits, and approvals as may be required by law and this Agreement for its activities on the Premises. Little League 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. Environmental Health Permit. Little League, at its sole cost and expense, shall obtain and post an environmental health permit for the Concession Bar on an annual basis, and also provide District with a copy of same on or before its first use of the Premises under the Field Use Schedule.

23. Assignment, Subletting, Encumbrances. Little League shall not assign 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 Little League 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 this Agreement. No interest of Little League in this Agreement shall be assignable by operation of law without District's written consent.

24. 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: Tehachapi Valley Recreation and Park District
P.O. Box 373
Tehachapi, CA 93581

To Little League: Tehachapi Little League, Inc.
P.O. Box 529
Tehachapi, CA 93581

25. Attorneys' Fees and Costs. In any action or proceeding by either party to enforce or interpret 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.

26. Compliance with Law. Little League shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

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, Little League shall maintain District on Little League's regular mailing list for all general correspondence, at the address indicated in Section 24.

30. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of District and Little League. The parties agree that waiver by either party 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. Player Waivers. Little League shall obtain written waivers of liability executed by a parent or legal guardian of each participant in Little League's programs to protect and hold harmless District and Little League from any injuries that result from participation in Little League'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 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, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON NEXT PAGE]**

38. Effective Date. This Agreement shall become effective as of the date first (1st) written above.

Dated: _____, 2015

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

By: _____
Board Chairman

Dated: _____, 2015

TEHACHAPI LITTLE LEAGUE, INC., a
California corporation ("Little League")

By: _____
President

By: _____
Secretary

EXHIBIT A

DESCRIPTION OF PREMISES

The Tehachapi Valley Recreation and Park District is hereby leasing to Little League the Baseball and softball fields, and concession bar located at West Park. The park is located at 490 West D Street, Tehachapi, California.

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

IN THE MATTER OF

**APPROVING THE 2015 AGREEMENT BETWEEN TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AND TEHACHAPI LITTLE LEAGUE**

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 16th day of December 2014 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. 19-14

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 and softball fields at West Park (collectively referred to as the "Premises");

WHEREAS, Little League operates a baseball program for children of the City of Tehachapi and surrounding environs during the late spring and summer of each year;

WHEREAS, Little League desires to lease from District, and District is willing to lease to Little League, 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 2015 agreement between Tehachapi Valley Recreation and Park District and Tehachapi Little League.