

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

**REGULAR BOARD MEETING
TUESDAY, DECEMBER 17, 2013, 5:30 P.M.**

BOARD OF DIRECTORS

**GAYLE STEWART, CHAIRPERSON
PAULETTE RUSH, SECRETARY
NICK CYR, DIRECTOR
BRIAN DUIART, 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 19, 2013 (Pages 4-7)

5. MAINTENANCE FOREMAN REPORT (Page 8)

6. RECREATION SUPERVISOR REPORT (Page 9)

7. DISTRICT MANAGER REPORT (Page 10)

8. REPORTS OF STANDING COMMITTEES

A. Personnel and Personnel Policies

B. Budget and Finance

C. Program and Program Policy

D. Park and Facility Improvement and Development

9. AGENDA ITEMS

A. Approval of the Preliminary Financial Reports for November 2013 – Discussion/Approval (Pages 11-22)

B. Award of Bid for Landscape Architectural Services for the Conceptual Site Plan of Meadowbrook Park, Resolution #41-13 (Pages 23-39)

C. Approval of the 2014 Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Little League, Resolution #42-13 (Pages 40-54)

D. Adoption of a New Logo for Tehachapi Valley Recreation and Park District, Resolution #43-13 (Pages 55-57)

10. CLOSED SESSION

a. District Manager performance evaluation per GOVERNMENT CODE SECTION 54957 (b)(1).

11. BOARD OF DIRECTORS' TIME

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

12. OTHER BUSINESS

13. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on January 21, 2014.



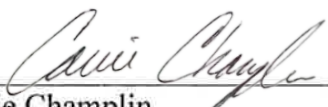
CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the December 17, 2013, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, December 13, 2013, 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 13th day of December 2013.

Dated this 13th day of December 2013



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 19, 2013, 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, Secretary
Nick Cyr, Director
Brian Duhart, Director

ALSO PRESENT:

Matt Young, TVRPD District Manager
Mike Walsh, TVRPD Maintenance Foreman
LeAnn Williams, TVRPD Recreation Supervisor
David Coopridier, TVRPD Maintenance
Aimee Hansen, TVRPD Receptionist
Laura Lynn Wyatt, GHCSO Board President
Greg Garrett, City Manager
Ryan Rush, Kern County
Scott Camp, Tehachapi News
Rosemary Evans, Thunder Paws Dog Training

1. FLAG SALUTE: Director Cyr led the Flag Salute.

2. ROLL CALL: Secretary Rush was absent.

3. PUBLIC COMMENTS:

Rosemary Evans from Thunder Paws Dog Training presented a dog training program to the Board. The Board agreed that District Manager Young should continue talks with Rosemary Evans regarding her program and possible future events.

4. CONSENT CALENDAR

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

Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting. BOARD APPROVED SECRETARY DECLARATION.

Rush - Cyr : Ayes: Stewart; Cyr; Duhart

Noes: None. Motion carried.

Absent: Secretary Rush

B. Approval of Minutes from the Regular Board Meeting held October 15, 2013.

Request by Clerk of the Board of Directors to approve the minutes from the October 15, 2013 Regular Board Meeting. BOARD APPROVES MINUTES.

Rush - Cyr : Ayes: Stewart; Cyr; Duhart

Noes: None. Motion carried.

Absent: Secretary Rush

5. MAINTENANCE FOREMAN REPORT

Maintenance Foreman Mike Walsh gave the report.

- Central Park: Damaged slide removed; three tree stumps removed.
- Scout Hall: Restroom and light repair.
- WPAC: Meeting room bag hangers removed and walls repaired.
- Dye Natatorium: Electrical work and electric panel labeled. Insulation, drywall and texturing work complete. Painting to begin next week.
- Meadowbrook Park: Repaired waterline at Dog Park.
- Brite Lake: Limb removal.
- Facility Rentals: Tehachapi Loop Railroad at WPAC, and California Conservation Corps at Brite Lake.
- Attended Maintenance Management School.
- Custodian position has been filled.

Director Cyr asked if a final air quality test will be performed at the pool. District Manager Young said there will be a final air quality test performed before the pool reopens. Pool should reopen by February 1, 2013.

Director Duhart asked if the Safety Committee had been formed and if the committee is recording items like the damaged slide removal. District Manager Young stated that TVRPD does have a Safety Committee and that the committee meets quarterly and submits minutes of the meetings to CAPRI.

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Youth Basketball: 290 registrations. New first and second grade division is third largest in registrations. Ten fifty percent scholarships have been awarded for Youth Basketball. Drafting of teams starts tonight.
 - Williams thanked RST Cranes and McDonald's for their Gold Level Sponsorship of Youth Basketball.
 - Williams explained some of the new policies and procedures that will be implemented at the Dye Natatorium.
 - Williams is seeking a STEM grant for some of the upcoming programs this summer.
 - Thirty-five percent of our new households in RecTrac were created online saving a considerable amount of time at the reception desk.
 - Upcoming: Spring brochures, T-Ball, Volleyball, and Soccer.
- Chairperson Stewart thanked staff for all of their hard work.
New logo presented for the Run with the Wind event.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- Attended the Energy Summit. District Manager Young stated that corporate companies are promoting what they do through public agencies and that this practice is trending worldwide. The Run with the Wind logo is promoting sustainable energy.
- District Manager Young thanked Pam Pousson for her donation of a large quantity of Bearded Iris bulbs to the District.
- TVRPD has a new risk management representative at CAPRI – Rick Richards. Richards is scheduled for a park walk through in early January.

- Meadowbrook Update: Received the final bid from the landscape architects for the conceptual site plan of Meadowbrook Park. We should break ground early next year. Meadowbrook Technical Committee meeting scheduled for first week of December.
Director Duhart had a few questions regarding the Meadowbrook Technical Committee. District Manager Young said he would like Director Duhart to be a member of the Meadowbrook Engineering Committee. Director Duhart suggested that the Technical Committee make a timeline for the Meadowbrook Park project to insure a timely completion. District Manager Young stated that he plans to award a bid to an architectural firm at the December meeting. The architectural firm will make a timeline for the project.
- Tehachapi Parks Foundation first meeting scheduled for November 25, 2013.

8. REPORTS OF STANDING COMMITTEES:

Director Duhart reported that the Budget Committee did meet and discussed preparation of mid-year budget. The committee also added Michelle Vance and Mike Walsh to the Budget Committee. Director Duhart stated that he believes that it would be good for other members of the Board to be a part of the Budget Committee and that he does not intend to remain on the Budget Committee permanently.

9. AGENDA ITEMS

A. Approval of the Preliminary Financial Reports for October, 2013.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR OCTOBER, 2013.

Duhart - Cyr : Ayes: Stewart; Cyr; Duhart

Noes: None. Motion carried.

Absent: Secretary Rush

B. Nomination of the Vice-Chairperson of the Board of Directors of Tehachapi Valley Recreation and Parks District.

BOARD AGREES TO TABLE AGENDA ITEM B.

C. Volunteer Brite Lake Camp Hosts Discussion.

District Manager Young briefly explained the past agreement with the volunteer Brite Lake camp hosts. Young stated that the agreement is at legal for review and that several changes are being made to the contract. There was a brief discussion regard the duties of the volunteer camp hosts. Camp hosts will report to Maintenance Foreman Mike Walsh. A job description will be prepared for the camp hosts. Young stated that the contract will be brought before the Board for approval when it comes back from legal.

D. Approving an Amount not to Exceed \$3500.00 for the Purchase of a Replacement Slide for the Five to Twelve Year Old Play Equipment Located at Central Park.

District Manager Matt Young recommended that the Board approve the purchase of the replacement slide. Installation of the slide will be completed by TVRPD staff. Director Duhart asked if the money was in the budget for this purchase and District Manager Young confirmed that the amount is in the budget.

BOARD APPROVES AN AMOUNT NOT TO EXCEED \$3,500.00 FOR THE PURCHASE OF A REPLACEMENT SLIDE FOR THE FIVE TO TWELVE YEAR OLD PLAY EQUIPMENT LOCATED AT CENTRAL PARK.

Cyr - Duhart : Ayes: Stewart; Cyr; Duhart

Noes: None. Motion carried.

Absent: Secretary Rush

10. BOARD OF DIRECTORS TIME:

Director Duhart suggested having discussion to consider adding wording to TVRPD's ordinances regarding the prevention of soil disturbance and "treasure hunting".

11. OTHER BUSINESS: None

12. ADJOURNMENT

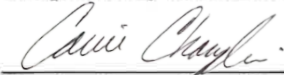
Having no further business the meeting was adjourned at 6:30 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on December 17, 2013.

Rush - Cyr : Ayes: Stewart; Rush; Cyr

Noes: None. Motion carried.

Absent: Press; Duhart

Respectfully Submitted,



Carrie Champlin, Clerk of the Board



AGENDA ITEM 5

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

December 17, 2013

Maintenance Foreman Report

Facilities report

1. Central Park
 - Slide – ordered
 - Graffiti
2. West Park/West Park Activity Center
 - Repair pipe leak under concrete at dugout
 - Replace sprinkler valve
 - Install signs
 - Replace damaged floor tiles in gym
3. Dye Natatorium
 - Clean ceiling
 - Repairs/contract update
4. Skate Park
 - Ramp repairs
5. Brite Lake
 - Replace water line shut-off valve
 - Insulate pipes

Facility rentals

1. WPAC
 - Two party rentals

Professional Development

- CPRS Maintenance Management School



AGENDA ITEM 6

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

December 17, 2013

Recreation Supervisor Report

1. Youth Basketball
 - Special thank you to RST Cranes and McDonalds of Tehachapi
 - #'s
 - Revenue/Equipment/Reserves projected
2. Pool and Lifeguards – Interviews Thursday December 12
 - Hired
 - Training
3. Tehachapi Tots
 - Relaunch
 - Introduce new instructors
 - CORE
4. Programming Grants
 - Bank of the Sierra Deadline 31 December 2013
5. National Youth Sports Alliance
 - Why we should adopt these standards
 - Leading agency in Greater Tehachapi



AGENDA ITEM 7

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

December 17, 2013

District Manager Report

1. Ollie Mountain Skate Park
2. Dye Natatorium
3. Tehachapi Parks Foundation
4. Meadowbrook Technical Committee
5. T-Fitness Corporate Fitness Challenge

**Tehachapi Valley Recreation & Parks
District
Financials
November 2013**

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District Balance Sheet

As of November 30, 2013

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	424,329.87
1003 Cash in County Treasury-Quimby	27,040.56
Total 1000 Cash in County Treasury Special Revenue Fund	451,370.43
1004 Check BOTS 4470	79,588.01
1005 County Treasury Capital Projects Fund	471,129.16
1050 Cash Box-Events	200.00
1051 Change Fund	500.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	\$1,002,987.60
Accounts Receivable	
1200 Accounts Receivable	7,625.11
Total Accounts Receivable	\$7,625.11
Other current assets	
1070 Prepaid Expenses	8,097.70
1075 Employee Cash Advances	265.66
1092 Credit Card Receivables	552.50
1215 Scholarship Revenues Receivable	460.00
Total Other current assets	\$9,375.86
Total Current Assets	\$1,019,988.57
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,446,433.41
1163 Equipment	540,053.53
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,325,382.00
Total Fixed Assets	\$1,061,971.67
TOTAL ASSETS	\$2,081,960.24
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	3,123.36

Total Accounts Payable	\$3,123.36
Credit Cards	
2010 Cardmember Services Payable	2,312.55
2012 Home 4 Less Payable	129.66
2014 Home Depot Payable	338.90
Total Credit Cards	\$2,781.11
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	8,853.60
2024.3 Accrued Sick Leave	11,170.48
2024.5 Accrued Comp Time	663.26
Total 2024 Accrued Vacation, Sick, & Comp Time	20,687.34
2207 Sales tax payable	-0.49
2208 Kern County Loan Payable	314,803.73
2210 Payroll Liabilities	
2231 Health Plan Payable	-1,813.33
2250 Payroll Tax Liabilities	1,038.87
Total 2210 Payroll Liabilities	-774.46
2260 Veterans Memorial Fund Payable	1,526.17
Total Other Current Liabilities	\$336,242.29
Total Current Liabilities	\$342,146.76
Total Liabilities	\$342,146.76
Equity	
3010 Net Investment in Capital Assets	
3012 Investment in Fixed Assets	1,132,680.57
Total 3010 Net Investment in Capital Assets	1,132,680.57
3020 Restricted Funds	
3022 Capital Projects	442,387.26
Total 3020 Restricted Funds	442,387.26
3030 Unrestricted Funds	408,173.22
3110 Retained Earnings	-90,470.14
Net Income	-152,957.43
Total Equity	\$1,739,813.48
TOTAL LIABILITIES AND EQUITY	\$2,081,960.24

Tuesday, Dec 10, 2013 06:28:13 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

Profit & Loss

November 2013

	Total	
	Nov 2013	Jul - Nov, 2013 (PY)
Income		
4010 Property Taxes	10,297.24	95,266.24
4020 Interest Income		1,810.38
4030 Adult Program Revenues	10.00	1,973.00
4050 Facility Revenue	7,691.18	50,265.76
4200 Contracted Classes Revenues	307.00	6,998.00
4210 Events Revenues		17,440.69
4211 Grant Income		1,229.00
4300 Youth Program Revenues	22,438.75	44,816.34
4610 Billable Expense Income	2,923.15	8,235.32
4650 Discounts given	-30.00	-30.00
4705 Beer Sales-Taxable		233.49
Total Income	\$43,637.32	\$228,238.22
Cost of Goods Sold		
5001 Adult Program Costs		20.48
5004 Contracted Classes Costs		5,301.00
5005 Events Costs		14,070.89
5008 Youth Program Costs	21.85	7,965.95
5705 Beer Purchases		129.50
5708 Merchandise Purchases		377.75
Total Cost of Goods Sold	\$21.85	\$27,865.57
Gross Profit	\$43,615.47	\$200,372.65
Expenses		
6000 Employee Costs	19,441.97	193,758.70
7010 Advertising & Marketing	861.58	6,658.36
7020 Bank Service Charges	491.35	1,967.56
7025 Cash Short/Over		2.75
7030 Dues & Subscriptions	130.00	1,176.00
7035 Equipment Rents & Leases	244.50	1,820.51
7050 Insurance	1,551.89	7,303.03
7056 Interest Expense		130.72
7060 Licenses & Fees	96.00	1,311.00
7070 Maintenance	2,445.54	37,650.03
7080 Master Plan Expenses		51,275.69
7090 Office Supplies	206.44	2,615.08
7120 Professional Development	26.00	6,343.96
7150 Professional Fees	4,602.00	25,871.42
7170 Publications & Legal		74.70

7180 Security		654.75
7210 Telephone	-69.79	3,993.83
7230 Uniforms & Apparel	1,245.37	2,296.01
7250 Utilities	4,068.47	32,126.98
Total Expenses	\$35,341.32	\$377,031.08
Net Operating Income	\$8,274.15	\$ -176,658.43
Other Income		
8040 TVRPD Development Fee Revenues	2,137.00	27,781.00
Total Other Income	\$2,137.00	\$27,781.00
Other Expenses		
8505 Quimby Expense		4,080.00
Total Other Expenses	\$0.00	\$4,080.00
Net Other Income	\$2,137.00	\$23,701.00
Net Income	\$10,411.15	\$ -152,957.43

Tuesday, Dec 10, 2013 06:28:47 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

July - November, 2013

	Total			
	Jul - Nov, 2013	Jul - Nov, 2012 (PY)	Change	% Change
Income				
4010 Property Taxes	95,266.24	69,682.07	25,584.17	36.72 %
4020 Interest Income	1,810.38	718.23	1,092.15	152.06 %
4030 Adult Program Revenues	1,973.00	24,569.59	-22,596.59	-91.97 %
4050 Facility Revenue	50,265.76	59,588.33	-9,322.57	-15.64 %
4200 Contracted Classes Revenues	6,998.00	7,427.50	-429.50	-5.78 %
4210 Events Revenues	17,440.69	10,830.52	6,610.17	61.03 %
4211 Grant Income	1,229.00		1,229.00	
4300 Youth Program Revenues	44,816.34	60,779.21	-15,962.87	-26.26 %
4610 Billable Expense Income	8,235.32		8,235.32	
4650 Discounts given	-30.00		-30.00	
4705 Beer Sales-Taxable	233.49		233.49	
Total Income	\$228,238.22	\$233,595.45	\$ -5,357.23	-2.29 %
Cost of Goods Sold				
5001 Adult Program Costs	20.48	454.19	-433.71	-95.49 %
5004 Contracted Classes Costs	5,301.00	4,787.73	513.27	10.72 %
5005 Events Costs	14,070.89	5,172.13	8,898.76	172.05 %
5008 Youth Program Costs	7,965.95	8,826.82	-860.87	-9.75 %
5705 Beer Purchases	129.50		129.50	
5708 Merchandise Purchases	377.75		377.75	
Total Cost of Goods Sold	\$27,865.57	\$19,240.87	\$8,624.70	44.82 %
Gross Profit	\$200,372.65	\$214,354.58	\$ -13,981.93	-6.52 %
Expenses				
6000 Employee Costs				
6010 Salaries & Wages	0.00		0.00	
6012 Administrative Wages	54,308.89	27,313.47	26,995.42	98.84 %
6013 Adult Program Wages	1,512.90	9,767.10	-8,254.20	-84.51 %
6014 Maintenance Wages	53,076.14	59,934.71	-6,858.57	-11.44 %
6015 Gym Supervisor	1,279.50	4,375.30	-3,095.80	-70.76 %
6016 Recreation Supervisor	19,323.12		19,323.12	
6017 Recreation Coordinator	5,214.00	12,604.80	-7,390.80	-58.63 %
6018 Contracted Class Wages	1,906.45	1,839.00	67.45	3.67 %
6019 Youth Program Wages	9,545.65	51,403.10	-41,857.45	-81.43 %
6021 Event Wages	809.00		809.00	
Total 6010 Salaries & Wages	146,975.65	167,237.48	-20,261.83	-12.12 %
6050 Benefits				
6051 Employee MedDentalVisLife	11,181.55	28,417.78	-17,236.23	-60.65 %
6055 Employee Retirement CalPERS	8,367.69	5,787.25	2,580.44	44.59 %

6058 Employer Taxes	12,978.16	21,384.74	-8,406.58	-39.31 %
6060 Reimbursed Employee Expenses	1,178.88		1,178.88	
6070 Vacation, Sick, & Admin Leave	6,216.77		6,216.77	
6090 Worker's Compensation Insurance	6,860.00	11,886.66	-5,026.66	-42.29 %
Total 6050 Benefits	46,783.05	67,476.43	-20,693.38	-30.67 %
Total 6000 Employee Costs	193,758.70	234,713.91	-40,955.21	-17.45 %
7010 Advertising & Marketing	6,658.36	8,403.22	-1,744.86	-20.76 %
7020 Bank Service Charges	1,967.56	1,211.01	756.55	62.47 %
7025 Cash Short/Over	2.75	-329.32	332.07	100.84 %
7030 Dues & Subscriptions	1,176.00	170.00	1,006.00	591.76 %
7035 Equipment Rents & Leases	1,820.51	1,030.27	790.24	76.70 %
7050 Insurance				
7051 Auto Insurance	1,222.50	1,259.60	-37.10	-2.95 %
7052 HUB Insurance	-43.62	0.00	-43.62	
7053 Property Insurance	3,639.15	3,429.15	210.00	6.12 %
7055 Liability Insurance	2,485.00	529.90	1,955.10	368.96 %
Total 7050 Insurance	7,303.03	5,218.65	2,084.38	39.94 %
7056 Interest Expense	130.72	70.13	60.59	86.40 %
7060 Licenses & Fees	1,311.00	645.00	666.00	103.26 %
7070 Maintenance				
7072 Building Maintenance	18,738.50	2,292.15	16,446.35	717.51 %
7074 Equipment Maintenance	3,331.95	2,639.65	692.30	26.23 %
7075 Fuel	5,524.70	7,865.82	-2,341.12	-29.76 %
7076 Janitorial Supplies	3,354.50	7,425.68	-4,071.18	-54.83 %
7077 Small Tools & Equipment	283.36		283.36	
7078 Materials & Supplies	6,256.38	20,160.37	-13,903.99	-68.97 %
7079 Fleet Maintenance	160.64	2,093.93	-1,933.29	-92.33 %
Total 7070 Maintenance	37,650.03	42,477.60	-4,827.57	-11.36 %
7080 Master Plan Expenses	51,275.69		51,275.69	
7081 Master Plan-County		34,811.76	-34,811.76	-100.00 %
7082 Master Plan-TVRPD		33.10	-33.10	-100.00 %
Total 7080 Master Plan Expenses	51,275.69	34,844.86	16,430.83	47.15 %
7085 Misc Prior Year Adjustments		3,539.73	-3,539.73	-100.00 %
7090 Office Supplies	2,615.08	5,143.02	-2,527.94	-49.15 %
7120 Professional Development	6,343.96	952.31	5,391.65	566.17 %
7150 Professional Fees				
7151 Annual Audit	8,950.00	6,000.00	2,950.00	49.17 %
7152 Accounting	7,082.00	5,450.00	1,632.00	29.94 %
7155 Legal	8,789.83	7,285.95	1,503.88	20.64 %
7156 Payroll Preparation Service	1,049.59	1,480.22	-430.63	-29.09 %
7158 Intrim District Manager (deleted)		24,165.82	-24,165.82	-100.00 %
Total 7150 Professional Fees	25,871.42	44,381.99	-18,510.57	-41.71 %
7160 Property Tax Collection Fee		-25.00	25.00	100.00 %
7170 Publications & Legal	74.70		74.70	
7180 Security	654.75	580.00	74.75	12.89 %
7210 Telephone	3,993.83	4,939.01	-945.18	-19.14 % ¹⁷

7230 Uniforms & Apparel	2,296.01	140.37	2,155.64	1,535.68 %
7250 Utilities				
7252 Electric Service	17,981.70	34,096.16	-16,114.46	-47.26 %
7254 Gas Service	466.53	6,245.66	-5,779.13	-92.53 %
7256 Sanitation Services	4,419.57	8,351.24	-3,931.67	-47.08 %
7258 Water Service	9,259.18	13,635.11	-4,375.93	-32.09 %
Total 7250 Utilities	32,126.98	62,328.17	-30,201.19	-48.46 %
Total Expenses	\$377,031.08	\$450,434.93	\$ -73,403.85	-16.30 %
Net Operating Income	\$ -176,658.43	\$ -236,080.35	\$59,421.92	25.17 %
Other Income				
8040 TVRPD Development Fee Revenues	27,781.00	6,411.00	21,370.00	333.33 %
Total Other Income	\$27,781.00	\$6,411.00	\$21,370.00	333.33 %
Other Expenses				
8505 Quimby Expense	4,080.00	76,617.89	-72,537.89	-94.67 %
Total Other Expenses	\$4,080.00	\$76,617.89	\$ -72,537.89	-94.67 %
Net Other Income	\$23,701.00	\$ -70,206.89	\$93,907.89	133.76 %
Net Income	\$ -152,957.43	\$ -306,287.24	\$153,329.81	50.06 %

Tuesday, Dec 10, 2013 06:29:31 PM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

Statement of Cash Flows

July - November, 2013

	Total
OPERATING ACTIVITIES	
Net Income	-152,957.43
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-6,625.11
1070 Prepaid Expenses	-5,185.42
1075 Employee Cash Advances	-265.66
1080 Accrued Employee PR Deductions	3,765.57
1092 Credit Card Receivables	577.50
1215 Scholarship Revenues Receivable	-460.00
2000 Accounts Payable	-32,333.72
2010 Cardmember Services Payable	-284.96
2012 Home 4 Less Payable	129.66
2014 Home Depot Payable	-442.86
2021 Accrued Salaries & Wages	-17,085.81
2022 Accrued Employer PR Taxes	-4,451.20
2024.2 Accrued Vacation, Sick, & Comp Time:Accrued Vacation	3,647.26
2024.3 Accrued Vacation, Sick, & Comp Time:Accrued Sick Leave	3,498.79
2024.5 Accrued Vacation, Sick, & Comp Time:Accrued Comp Time	-929.28
2207 Sales tax payable	-0.49
2208 Kern County Loan Payable	314,803.73
2211 Payroll Liabilities:CalPERS Payable	-729.87
2221 Payroll Liabilities:Garnishment Payable	-134.68
2231 Payroll Liabilities:Health Plan Payable	-1,813.33
2250 Payroll Liabilities:Payroll Tax Liabilities	1,038.87
2260 Veterans Memorial Fund Payable	-328.78
Net cash provided by operating activities	\$103,432.78
INVESTING ACTIVITIES	
1163 Equipment	-3,822.31
Net cash provided by investing activities	\$ -3,822.31
Net cash increase for period	\$99,610.47
Cash at beginning of period	903,377.13
Cash at end of period	\$1,002,987.60

Tuesday, Dec 10, 2013 06:30:23 PM PST GMT-8

Tehachapi Valley Recreation and Park District

Budget vs. Actuals: 2013-2014 TVRPD Budget - FY14 P&L

July - November, 2013

	Total			
	Actual	Budget	Remaining	% Remaining
Income				
4010 Property Taxes	95,266.24	732,272.00	637,005.76	86.99 %
4020 Interest Income	1,810.38	1,500.00	-310.38	-20.69 %
4030 Adult Program Revenues	1,973.00	29,360.00	27,387.00	93.28 %
4050 Facility Revenue	50,265.76	98,705.00	48,439.24	49.07 %
4200 Contracted Classes Revenues	6,998.00	23,100.00	16,102.00	69.71 %
4210 Events Revenues	17,440.69	29,050.00	11,609.31	39.96 %
4211 Grant Income	1,229.00		-1,229.00	
4300 Youth Program Revenues	44,816.34	102,940.00	58,123.66	56.46 %
4610 Billable Expense Income	8,235.32		-8,235.32	
4650 Discounts given	-30.00		30.00	
4705 Beer Sales-Taxable	233.49		-233.49	
Total Income	\$228,238.22	\$1,016,927.00	\$788,688.78	77.56 %
Cost of Goods Sold				
5001 Adult Program Costs	20.48	1,783.00	1,762.52	98.85 %
5004 Contracted Classes Costs	5,301.00	9,487.00	4,186.00	44.12 %
5005 Events Costs	14,070.89	22,319.00	8,248.11	36.96 %
5008 Youth Program Costs	7,965.95	30,400.00	22,434.05	73.80 %
5705 Beer Purchases	129.50		-129.50	
5708 Merchandise Purchases	377.75		-377.75	
Total Cost of Goods Sold	\$27,865.57	\$63,989.00	\$36,123.43	56.45 %
Gross Profit	\$200,372.65	\$952,938.00	\$752,565.35	78.97 %
Expenses				
6000 Employee Costs				
6010 Salaries & Wages	0.00		0.00	
6012 Administrative Wages	54,308.89	125,880.00	71,571.11	56.86 %
6013 Adult Program Wages	1,512.90	22,750.00	21,237.10	93.35 %
6014 Maintenance Wages	53,076.14	141,240.00	88,163.86	62.42 %
6015 Gym Supervisor	1,279.50	10,000.00	8,720.50	87.21 %
6016 Recreation Supervisor	19,323.12	50,840.00	31,516.88	61.99 %
6017 Recreation Coordinator	5,214.00	12,000.00	6,786.00	56.55 %
6018 Contracted Class Wages	1,906.45	8,288.00	6,381.55	77.00 %
6019 Youth Program Wages	9,545.65	66,195.00	56,649.35	85.58 %
6021 Event Wages	809.00	3,500.00	2,691.00	76.89 %
Total 6010 Salaries & Wages	146,975.65	440,693.00	293,717.35	66.65 %
6050 Benefits				
6051 Employee MedDentalVisLife	11,181.55		-11,181.55	
6055 Employee Retirement CalPERS	8,367.69	57,000.00	48,632.31	85.32 %

6058 Employer Taxes	12,978.16	82,800.00	69,821.84	84.33 %
6060 Reimbursed Employee Expenses	1,178.88	3,120.00	1,941.12	62.22 %
6070 Vacation, Sick, & Admin Leave	6,216.77	0.00	-6,216.77	
6090 Worker's Compensation Insurance	6,860.00	16,500.00	9,640.00	58.42 %
Total 6050 Benefits	46,783.05	159,420.00	112,636.95	70.65 %
Total 6000 Employee Costs	193,758.70	600,113.00	406,354.30	67.71 %
7010 Advertising & Marketing	6,658.36	15,000.00	8,341.64	55.61 %
7020 Bank Service Charges	1,967.56	2,700.00	732.44	27.13 %
7025 Cash Short/Over	2.75		-2.75	
7030 Dues & Subscriptions	1,176.00	2,200.00	1,024.00	46.55 %
7035 Equipment Rents & Leases	1,820.51	3,700.00	1,879.49	50.80 %
7050 Insurance		18,000.00	18,000.00	100.00 %
7051 Auto Insurance	1,222.50		-1,222.50	
7052 HUB Insurance	-43.62		43.62	
7053 Property Insurance	3,639.15		-3,639.15	
7055 Liability Insurance	2,485.00		-2,485.00	
Total 7050 Insurance	7,303.03	18,000.00	10,696.97	59.43 %
7056 Interest Expense	130.72		-130.72	
7060 Licenses & Fees	1,311.00	2,500.00	1,189.00	47.56 %
7070 Maintenance				
7072 Building Maintenance	18,738.50	11,000.00	-7,738.50	-70.35 %
7074 Equipment Maintenance	3,331.95	6,150.00	2,818.05	45.82 %
7075 Fuel	5,524.70	15,000.00	9,475.30	63.17 %
7076 Janitorial Supplies	3,354.50	8,100.00	4,745.50	58.59 %
7077 Small Tools & Equipment	283.36		-283.36	
7078 Materials & Supplies	6,256.38	52,060.00	45,803.62	87.98 %
7079 Fleet Maintenance	160.64	0.00	-160.64	
Total 7070 Maintenance	37,650.03	92,310.00	54,659.97	59.21 %
7080 Master Plan Expenses	51,275.69		-51,275.69	
7090 Office Supplies	2,615.08	13,000.00	10,384.92	79.88 %
7120 Professional Development	6,343.96	10,000.00	3,656.04	36.56 %
7150 Professional Fees		0.00	0.00	
7151 Annual Audit	8,950.00	13,000.00	4,050.00	31.15 %
7152 Accounting	7,082.00	12,500.00	5,418.00	43.34 %
7155 Legal	8,789.83	22,000.00	13,210.17	60.05 %
7156 Payroll Preparation Service	1,049.59	4,200.00	3,150.41	75.01 %
Total 7150 Professional Fees	25,871.42	51,700.00	25,828.58	49.96 %
7160 Property Tax Collection Fee		7,500.00	7,500.00	100.00 %
7170 Publications & Legal	74.70	1,000.00	925.30	92.53 %
7180 Security	654.75	1,390.00	735.25	52.90 %
7210 Telephone	3,993.83	16,270.00	12,276.17	75.45 %
7230 Uniforms & Apparel	2,296.01		-2,296.01	
7250 Utilities				
7252 Electric Service	17,981.70	52,920.00	34,938.30	66.02 %
7254 Gas Service	466.53	21,200.00	20,733.47	97.80 %
7256 Sanitation Services	4,419.57		-4,419.57	

7258 Water Service	9,259.18	15,685.00	6,425.82	40.97 %
Total 7250 Utilities	32,126.98	89,805.00	57,678.02	64.23 %
Total Expenses	\$377,031.08	\$927,188.00	\$550,156.92	59.34 %
Net Operating Income	\$ -176,658.43	\$25,750.00	\$202,408.43	786.05 %
Other Income				
8040 TVRPD Development Fee Revenues	27,781.00		-27,781.00	
Total Other Income	\$27,781.00	\$0.00	\$ -27,781.00	0.00%
Other Expenses				
8505 Quimby Expense	4,080.00	19,698.00	15,618.00	79.29 %
Total Other Expenses	\$4,080.00	\$19,698.00	\$15,618.00	79.29 %
Net Other Income	\$23,701.00	\$ -19,698.00	\$ -43,399.00	220.32 %
Net Income	\$ -152,957.43	\$6,052.00	\$159,009.43	2,627.39 %

Tuesday, Dec 10, 2013 06:32:56 PM PST GMT-8 - Accrual Basis

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

IN THE MATTER OF

**AWARD OF BID TO QUAD KNOFF FOR LANDSCAPE ARCHITECTURAL
SERVICES FOR THE CONCEPTUAL SITE PLAN OF MEADOWBROOK PARK**

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 18th day of June 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Carrie Champlin, Clerk of the Board of Directors
of the Tehachapi Valley Recreation and Park District

RESOLUTION NO. 41-13

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) is the owner in fee of certain real property commonly known as Meadowbrook Park;

WHEREAS, it has been determined that Meadowbrook Park is in need of refurbishment that will require a conceptual site plan; and

WHEREAS, bids were received from companies that can create a conceptual site plan for Meadowbrook Park; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors accepts the bid from Quad Knopf for the landscape architectural services for the conceptual site plan of Meadowbrook Park in an amount not to exceed \$33,600.00;

AND BE IT FINALLY RESOLVED THAT staff be authorized to pay for the indicated job upon the satisfactory completion of said job by Quad Knopf who was awarded the bid.



December 10, 2013

Mr. Matt Young, MS, District Director
Tehachapi Valley Recreation and Parks District
490 W. D Street
Tehachapi, CA 93561

Re: Meadowbrook Park Planning Services

Dear Matt:

Thanks so much for the time that you and LeAnn Williams spent with Dan Garver and me at the Meadowbrook Park site in Golden Hills. A site visit is so incredibly helpful to discuss opportunities and identify issues associated with park improvements. Based on our walk and my conference call with you on December 6, 2013, we are pleased to present this revised preliminary scope of planning services and the associated fees. We will not be including a fee for the initial site visit, which is typical of projects of this nature, since we have already met and walked the site with you and Ms. Williams. We also suggest that you consider having a boundary and topographic survey prepared for the site, particularly because of some of the site issues you identified such as the east side access road, utilities, trees we may want to preserve, and the county property to the south. Quad Knopf can use our local staff to prepare a survey for \$8,000. If this interests you, please let me know and we can quickly prepare an addendum. Matt, for a thorough breakdown of fees by task, see the attached table.

Scope of Services

I. CONCEPTUAL SITE PLAN AND FIRST TECHNICAL COMMITTEE MEETING

- A. Review "Needs Assessment", "Community Wish List", and "Parks Master Plan".
- B. Evaluate existing conditions and prepare an "Opportunities and Constraints" exhibit.
- C. Prepare standard base map using aerial photography and available parcel lines.
- D. Prepare color-rendered site plan sketch based on following improvements identified at the site visit: splash pad; playground; disc golf course; amphitheater/performance stage; fitness trail with fitness stations; space for outdoor Pilates/yoga; two basketball courts; relocate dog park; rework softball field; community gathering space/plaza; benches and other site furnishings; relocate flagpole to more appropriate location; and conceptual landscaping. Prepare collection of photographic images as examples of suggested improvements/facilities. Use any additional suggested images as supplied by Matt Young. Prepare a legend that would key the improvement/facility and its approximate area (square footage) to the location on the site plan sketch.
- E. Prepare opinion of probable cost (estimate) for the proposed improvements.
- F. Meet to discuss concept sketch and estimate to **Technical Committee**. Discuss project phasing before preparing a Phasing Plan.
- G. Revise sketch and estimate as requested (one revised sketch). Prepare project phasing plan based on comments from meeting. Note: Project phasing plan may be in four phases (0-6 mos., 6-18 mos., 18 mos.-2-1/2 years, and 2-1/2-5 years) depending on the discussion in Task I-F).

- H. Submit revised/refined concept sketch, estimate, and Phasing Plan to **Technical Committee** for final review and concurrence before proceeding to next phase. Minimal or no revisions are anticipated.

PHASE I FEE: \$18,500

II. DIGITAL SITE PLAN AND COMMUNITY PRESENTATION

- A. Prepare AutoCAD site plan and phasing plan based on information from I.C. and I.H. above.
- B. Color-render site plan and phasing plan in PhotoShop for presentation purposes.
- C. Present color-rendered site plan and phasing plan to the **Community** using PowerPoint slides and exhibit boards. Incorporate Turning Point Technology into presentation. We have the ability to use TurningPoint Technology that allows all community participants to answer questions and select preferences regarding the park design and its proposed facilities using a touch key pad that displays the audience responses in real time. This approach can also help to prioritize park components and it is highly useful for some of the larger public turn-outs you anticipated.
- D. Prepare memorandum of comments heard at community meeting including TurningPoint results.

PHASE I FEE: \$10,000

III. FINAL SITE PLAN AND FINAL APPROVAL

- A. Meet immediately following the presentation or conference with **Technical Committee** to discuss comments heard at the community presentation.
- B. Revise site plan, estimate, and phasing plan accordingly. Deliver products to **Technical Committee**.
- C. Discuss revised color-rendered site plan, estimate, and phasing plan with **Technical Committee**. Minimal or no revisions are anticipated.
- D. Present final site plan and phasing plan to **Board of Directors/Community**.
- E. Provide one digital copy and up to five hard copies of final site plan. Final site plan can be displayed on TVRPD website.

PHASE I FEE: \$5,100

There are important issues that came up during our meeting with you that we will consider as we proceed with the planning for Meadowbrook Park:

1. The park shall be an 'aerospace and renewable energy' themed park.
2. The park needs opportunities for generating income for facilities and maintenance.
3. Design the park to reduce vandalism and improve safety and security.
4. Standards of CALGreen and LEED shall be considered in the preliminary design of Meadowbrook Park.
5. Opportunities will be looked at that allow the community to take a "pride of ownership" in the park, such as the local school student handprints in concrete.


Thank you for the opportunity to present this proposal for planning services. We also look at this as being a great opportunity for Quad Knopf and our team to build a long lasting relationship with the TVRPD. As a result, we have identified opportunities to reduce expenses to you by: cutting our travel time to and from meetings in half; eliminating an on-site tour of the park; and, utilizing photographic imagery that we have already collected for use in the presentations. The fee for this scope of work will be **\$33,600**.

If you have any questions regarding this proposal, please contact me at (559) 449-2400 or at my email address at michaelr@quadknopf.com. We can begin work immediately once you have given us a notice to proceed. If this proposal meets your needs, please sign and date the attached Professional Services Agreement and return to me for signing.

Sincerely,



Michael Ratajski
Senior Project Manager



Amber Adams
Fresno Branch Manager

P130371

Fee by Task	
Task	Fee
I Conceptual Site Plan and Technical Committee Meeting	
IA	\$0
IB	\$1,950
IC	\$1,100
ID	\$7,000
IE	\$2,300
IF	\$2,100
IG	\$2,800
IH	\$1,250
Subtotal	\$18,500
II Digital Site Plan and Community Presentation	
IIA	\$3,050
IIB	\$1,800
IIC	\$4,800
IID	\$350
Subtotal	\$10,000
III Final Site Plan and Final Approval	
IIIA	\$300
IIIB	\$1,950
IIIC	\$600
IIID	\$2,100
IIIE	\$150
Subtotal	\$5,100
TOTAL	\$33,600

EXCLUSIONS

The following services are excluded from this scope. Certain tasks may be provided under a separate scope, amendment, or time and material basis.

1. Boundary and Topographic survey. Note that we cannot accurately estimate costs without topography to determine cut/ fill calculations. Any existing easements, underground utilities, irrigation lines, etc that may have a bearing on the site plan are "unknowns".
2. Preliminary opinion of probable construction costs for conceptual onsite improvements only and not based on final construction drawings.
3. Construction documents are excluded.
4. Environmental and technical reports are not included.
5. Landscape and Irrigation Plans.
6. Title company work and fees or additional agency application and submittal fees are not included.
7. City and agency fees including application and/or processing fees.
8. Other items not specifically included in the scope.

AGREEMENT FOR PROFESSIONAL SERVICES**SURVEYING ♦ PLANNING ♦ CIVIL ENGINEERING ♦ ENVIRONMENTAL SCIENCE ♦ LANDSCAPE ARCHITECTURE**

☐ 5110 W. Cypress Avenue
Visalia, California 93277
(559) 733-0440

☐ 5080 California Ave., Suite 220
Bakersfield, California 93309
(661) 616-2600

☒ 6051 N. Fresno Street, Suite 200
Fresno, California 93710
(559) 449-2400

☐ 735 Sunrise Avenue, Suite 100
Roseville, California 95661
(916) 784-7823

This Agreement, entered into by and between TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT

hereinafter called the "Client", and QUAD KNOFF is as follows:

A. QUAD KNOFF agrees to perform professional services described below:

☐ Attachment A, setting forth the scope of service to be performed by QUAD KNOFF; or

☒ Other: Provide consulting and planning services for the Meadowbrook Park as described in the attached proposal dated December 10, 2013.

Project Manager: Michael Ratajski

B. Client agrees to pay QUAD KNOFF, as compensation, for the above-described services, as follows:

1. Total fees to be based upon:

☐ Standard hourly rates and expenses, as indicated on the standard rate schedule attached hereto; or

☒ Other: Per the attached December 10, 2013 proposal, the above services will be provided for a fixed fee of \$33,600.

2. Payment will be made:

☒ Monthly based upon work completed to date; or

☐ Other: _____

C. The standard provisions set forth upon the reverse side as Nos. 1 through 29 are incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated above and on the reverse side hereof, on the day and year written below.

QUAD KNOFF, INC.

CLIENT: TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT

Signature: _____

Signature: _____

Name: Janel Freeman

Name/Title: Matt Young, MS, District Director

Title: Chief Financial Officer

Address: 490 West D Street

Tehachapi, CA 93561

Telephone: 661-822-3228

Date: _____

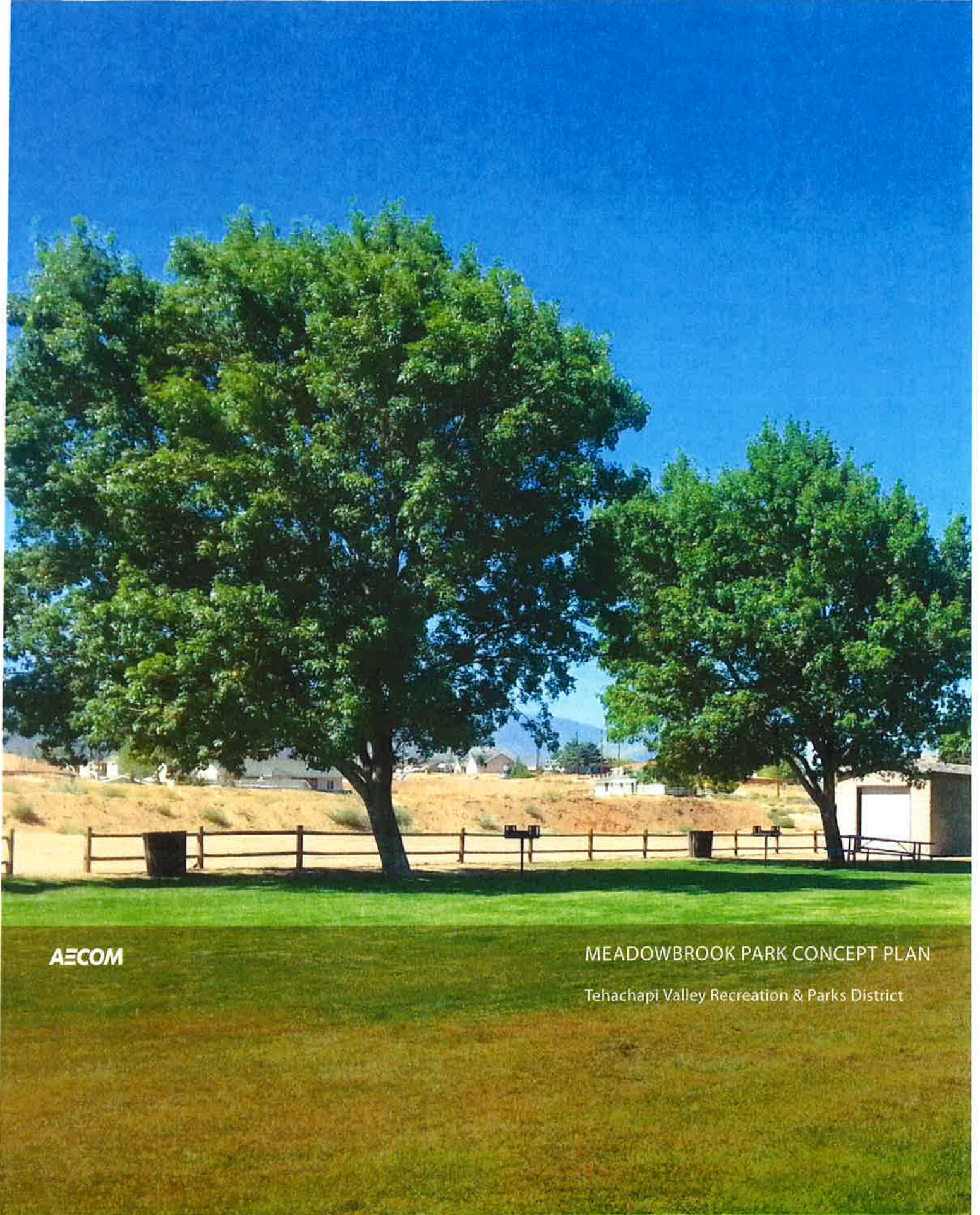
Date: _____

12-9-13/jlb/P130371

STANDARD PROVISIONS OF Agreement

The Client and QUAD KNOPF agree that the following provisions shall be a part of this Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to QUAD KNOPF, to this Agreement in respect to all of the terms and conditions of this Agreement. This Agreement may be terminated by the Client or QUAD KNOPF should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay QUAD KNOPF for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
2. Neither the Client nor QUAD KNOPF shall assign his interest in this Agreement without the written consent of the other.
3. This Agreement may be amended from time to time by the mutual written consent of the parties hereto. "Mutual written consent" shall mean a written description of any revision(s) to the scope of services to be provided by QUAD KNOPF, of any compensation to be paid by the Client to QUAD KNOPF, of any modification in time of performance of the services being provided under this Agreement, and/or of any other changes in the terms and conditions set forth herein. There shall not be considered to be any amendment to this Agreement whatsoever, except for adjustment to QUAD KNOPF's hourly fee schedule as provided for by Provision No. 24 unless such amendment, in writing, has been duly and fully executed by authorized representatives of both the Client and QUAD KNOPF.
4. This agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
6. Consultant shall only act as an advisor in all governmental relations.
7. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
8. All tracings, survey notes, and other original documents as instruments of service are and shall remain the property of QUAD KNOPF, except where by law or precedent these documents become public property.
9. QUAD KNOPF is not responsible, and liability is waived by Client as against QUAD KNOPF, for use by Client or any other person of any plans or drawings not signed by an authorized agent or employee of QUAD KNOPF.
10. QUAD KNOPF shall not be responsible for delays caused by factors beyond QUAD KNOPF's control, including but not limited to, strikes, lockouts, accidents, acts of God, weather, ground conditions, or by reason of action, inaction, or changes in rules, regulations or policies of any governmental agency, district, utility company, or Client, its agents or any other person.
11. It is understood by Client that any quantity, time, and/or fee estimates which shall be prepared by QUAD KNOPF are estimates only, are prepared only as a guide and do not constitute a lump sum or fixed fee.
12. QUAD KNOPF makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the client to verify costs.
13. Retainers, if any, shall be credited against the final invoice(s) submitted to the Client by QUAD KNOPF for services provided hereinunder.
14. Client hereby agrees that the balance as stated on the billing from QUAD KNOPF to Client is correct, conclusive and binding on the Client, unless Client, within ten (10) days from the date of the receiving of the billing, notifies QUAD KNOPF in writing of the particular item that is alleged to be incorrect.
15. If any invoice is not paid within 30 days, QUAD KNOPF may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service provided for by this Agreement.
16. A late payment LATE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and shall be applied to the unpaid balance commencing 30 days after the date of the original invoice.
17. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.
18. In the event all or any portion of the work prepared or partially prepared by QUAD KNOPF be suspended, abandoned, or terminated, the Client shall pay QUAD KNOPF for the work performed to the point of such suspension.
19. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QUAD KNOPF agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation if the parties mutually agree.
Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorneys' fees shall be paid to the prevailing party.
20. In the event that Client institutes a suit against QUAD KNOPF because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for QUAD KNOPF, Client agrees to pay QUAD KNOPF any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of QUAD KNOPF.
21. QUAD KNOPF agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by QUAD KNOPF's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of QUAD KNOPF's subconsultants or anyone for whom QUAD KNOPF is legally liable.
The Client agrees, to the fullest extent permitted by law, to indemnify and hold QUAD KNOPF harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors and omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement. QUAD KNOPF is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.
Client agrees to limit the liability of QUAD KNOPF, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors shall not exceed \$250,000.
22. Upon request, client shall execute and deliver, or cause to be executed and delivered such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blue-prints and reproductions, and all other charges not specifically covered by the terms of this agreement.
23. Unless specifically stated elsewhere in this contract, the following items are not included in any fee estimate, are considered Extra Work, and shall be billed separately at QUAD KNOPF's standard hourly rates:
 - Client requested services not specified pursuant to the scope of services described within this Agreement.
 - Additional work resulting from changes in governmental requirements or revisions requested by Client.
 - Special improvement designs - lift stations, off-tract improvements, landscaping, lakes and recreational facilities, irrigation canals and piping.
 - Assistance to Client in obtaining necessary owner and/or trustee signatures to documents and notarial certificates.
 - Legal documents (easements, CC&R's, homeowners reports).
 - Utility, right-of-way, and easement acquisitions.
 - Construction contract administration.
 - Restaking or staking for Extra Work.
 - Other:
24. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
25. The existence, location, type and size of any underground utilities, improvements and/or obstacles will be determined by QUAD KNOPF only to the extent reasonably possible from visible surface observation or from utility company or governmental records made available to QUAD KNOPF. QUAD KNOPF makes no promise or warranty, express or implied, as to the existence, location, type or size of any underground utility, improvement or obstacle. Client agrees to include, as a condition of any construction contract relating to the project, the requirements that the Contractor verify the existence, location, type and size of any underground utilities improvements or obstacles, whether shown on any construction plan or not, and if such requirement is not included in such construction contract, or if the contractor fails to verify the existence, location, type and size of any underground utilities, improvements or obstacles, QUAD KNOPF shall not be liable for any delays, expenses or liability suffered by Client or to any other person by reason of the existence of any underground utility, improvement or obstacle.
26. In the event any deviations from or changes to the plans and specifications are made by Client or by any person other than QUAD KNOPF, Client assumes any and all risk and liability arising out of or resulting from such deviations or changes, and Client agrees to indemnify QUAD KNOPF against all loss, damage, liability and costs, including attorneys' fees, as a result of such deviations or changes.
27. Except for the interpretation of QUAD KNOPF's plans and specifications, Client agrees that QUAD KNOPF will not perform on-site construction review or construction observation with respect to this project unless specifically provided for in the Agreement. Unless otherwise specifically provided by this Agreement, such construction observation will be performed by others, and Client agrees to indemnify QUAD KNOPF against any and all liability arising from or relating to the performance of construction observation by such other persons.
28. It is understood and agreed that any on-site review during construction or construction observation provided by QUAD KNOPF pursuant to express written Agreement shall be for the purpose of determining general compliance with the technical provisions of the project plans and specifications, and shall not constitute any form of guarantee with respect to the performance of work by a contractor or subcontractor. QUAD KNOPF shall not assume responsibility for methods or equipment used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.
29. QUAD KNOPF makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.



AECOM

MEADOWBROOK PARK CONCEPT PLAN

Tehachapi Valley Recreation & Parks District

November 18, 2013

Mr. Matt Young
Matt J. Young, MS
District Manager
Tehachapi Valley Recreation & Parks District
<http://www.tvrpd.org>
661.822.3228
m.young@tvrpd.org

Re: Request for Proposal Meadowbrook Park

Dear Matt,

It is our pleasure to submit this proposal for the development of a concept plan for Meadowbrook Park. The RFP, the TVRPD Park Master Plan and our site visit we have provided us a good understanding of the community and TVRPD goals for improvements at this park. The park has great potential to provide an improved experience for the diverse range of residents in the Golden Hills area and beyond.

This proposal is based on the RFP you forwarded in mid October. We have closely followed the tasks and deliverables except for two things I would like to bring to your attention. AECOM does have Turning Point software and equipment for community meetings but in conversation with our specialists in this area they advised that it is not their favored tool for soliciting input. We prefer to be able to engage participants in conversation to better understand their motivations for making choices, so we would not recommend relying entirely upon the Turning Point tools. We do think that this is a good opportunity for a web survey and recommend using Survey Monkey or a similar service to get broader input. The second issue is that in our estimated fees we have identified one of the meetings in the scope of work as a web meeting to reduce our travel time and costs. There may be one more meetings we could conduct via web. We would be happy to review the scope and schedule with you to identify the best use of time on this project.

Please review the attached proposal and contact me with questions or comments. We look forward to working with the TVRPD on the transformation of Meadowbrook park.

Sincerely,



Esther Margulies, RLA
Principal, Landscape Architecture
esther.margulies@aecom.com

A. Project Scope of Services

Meadowbrook Park Conceptual Site Plan Proposal

SCHEDULE 1

SCOPE OF WORK

This proposal and scope of work is based on the Tehachapi Valley Recreation and Parks District request for proposal for Conceptual Design Services dated October 13, 2013. The concept plan will be based on the TVRPD Master Plan dated September 24, 2013. Meadowbrook Park is an 8 acre Community park located in the Golden Hills area. The Master Plan included specific goals, policies and recommendations improve the park system. Goals to be applied to Meadowbrook park include:

- Developing neighborhood park amenities in Community Parks
- Improve operational capacity by addressing deferred maintenance
- Upgrade Turf Irrigation
- Rehabilitate Existing ball fields
- Replace existing water fountains
- Rehabilitate existing parking lots
- Improve facilities to support improved programming and recreation
- Reconfigure the Children's Playground to create areas for 3-6 year olds and 7-12 year olds
- Provide ADA Access to all areas of the park
- Replace the existing baseball scoreboard
- Improve the dog park seating, landscape planting and trail linkages
- Provide new facilities based on the Community Involvement and Needs Assessment
- Additional Drinking Fountains
- ADA pathways and trail connections
- Frisbee golf
- Par Course or exercise equipment
- Potential splash pad or water play element
- Develop elements and opportunities for park donations and sponsorships including dedication bricks, walkways, benches, picnic tables facilities, etc., as well as naming rights and sponsorships.
- Develop the park design to reflect the high desert aerospace industry and opportunities for renewable energy
- Design the park to reduce vandalism and improve safety and security.
- Meet the Standards of CALGreen and LEED shall be considered in the preliminary design.

TASK 1 – DETAILED SITE ANALYSIS AND TOOLS FOR CONCEPT DESIGN DEVELOPMENT

This stage involves the initial collection of available data (site aerial photograph, site context, engineering and infrastructure services, etc.). We propose an initial kick off meeting/workshop with TVRPD staff to identify opportunities and constraints for the park conceptual plan. This would be followed by the development of guiding principles with the staff and stakeholders to guide the development of the Conceptual Plan. The guiding principles will be derived from the goals of the TVRPD Master Plan and applied to the Meadowbrook Park site.

Tasks in this phase include:

A. Initial Analysis and Principles Development

1. Review of existing documents
2. Review the Community Involvement and Needs Assessment within the 2013 TVRPD Master Plan
3. Prepare standard base map using aerial photography (google earth) and using parcel lines supplied by the TVRPD
4. Visit the site and conduct work session in Tehachapi
5. Evaluate existing conditions
6. Prepare an "Opportunities and Constraints" exhibit.
7. Prepare Draft Guiding Principles

B. Develop Draft Conceptual Plan

9. Prepare color-rendered site plan sketch based on the following improvements identified at the site visit:
 - a. Accessible path systems, splash pad; playground; disc golf course; amphitheater/performance stage; fitness trail with fitness stations; space for outdoor Pilates/yoga; two basketball courts; relocated dog park; multi-sport athletic field; community gathering space/plaza; benches and other site furnishings; relocate flagpole to more appropriate location; and conceptual landscaping.
10. Prepare three eye level sketches of design elements and areas to communicate the proposed character and features of the park.
11. Prepare project precedent photos illustrating potential project elements and character.
12. Prepare water, energy and habitat sustainability concepts.
13. Develop rough order of magnitude construction cost estimate for proposed conceptual plan.
14. Review and Revisions
 - a. Present concept sketches to Meadowbrook Technical Committee.
 - b. Revise plan and sketches as requested (one revised sketch).

- c. Submit revised/refined concept sketch to District Manager for review and concurrence before proceeding to next step.

15. Illustrative Site Plan And Community Presentation

- a. Prepare AutoCAD site plan based on aerial photo and approved concept.
- b. Colored illustrative site plan and sketches for presentation purposes.
- c. Present color-rendered site plan, sketches and precedents to the community using Power Point slides and exhibit boards.
- d. Incorporate Turning Point Technology or similar interactive data collection technology into presentation that allows all community participants to answer questions and select preferences regarding the park design and its proposed facilities.
- e. Provide digital copy of color-rendered site plan and sketches to TVRPD to display on website.

16. FINAL SITE PLAN AND FINAL APPROVAL

- a. Meet immediately following the presentation or conference with Technical Committee to discuss comments heard at the community presentation.
- b. Revise site plan accordingly.
- c. Present revised color-rendered site plan to Meadowbrook Technical Committee
- d. Refine site plan based on comments from Meadowbrook Technical Committee meeting.
- e. Provide one digital copy and up to five hard copies of final site plan. Final site plan will be displayed on TVRPD website.

B. Assumptions and Exclusions

This proposal is based upon the Request for Qualifications from the TVRPD supplied on October 16, 2013.

- A. LIMIT OF WORK – limit of work is the 8 acre existing park as supplied by the TVRPD.
- B. CLIENT APPROVALS – verbal requests by the Client to commence the next phase of work shall constitute approval of the previous phase of work.
- C. SUB-CONSULTANTS – this proposal includes an irrigation designer and civil engineer as sub-consultants. AECOM may hire additional sub-consultants that may be required, if approved by the Client. These additional sub-consultants will be billed at a factor of 1.10. The internal AECOM team includes the following disciplines: landscape architecture, environmental graphics, and electrical engineering.
- D. SOILS ENGINEERING – the Client is responsible for providing all geotechnical information, analysis and recommendations.
- E. AGRONOMICAL SOIL TESTING – the Client is responsible for providing any required horticultural soil testing.
- F. EXISTING CONDITIONS INFORMATION – the Client is responsible for providing all topographic and boundary surveys, existing site utility drawings, as-builts and any other existing conditions information required to perform the Scope of Work.
- G. SPECIFICATIONS – specification writing is not included in this proposal.
- H. EXISTING IRRIGATION SYSTEM MODIFICATIONS – irrigation drawings and specifications will only indicate a diagrammatic point-of-connection between the irrigation system for the new planting improvements and the existing irrigation system.
- I. CONSTRUCTION MANAGEMENT – the construction phase of work shall be managed by the Client's Construction Manager.
- J. MEETINGS – all meetings as described in the Scope of Work are to be held in Los Angeles or Tehachapi. All meetings beyond those specifically listed above will be provided on an hourly basis. We are assuming that the Client or contractor will prepare meeting minutes and will distribute them to all attendees as a record of those meetings.
- K. MAINTENANCE – AECOM cannot assume responsibility for the lack of proper plant or irrigation system maintenance that may result in damage or death of plant materials or improper maintenance of new structures after the project is complete.
- L. MARKETING SPONSORSHIP PACKAGE – Scope of Work does not include preparation of any master template or special documents for meeting with potential sponsors or for obtaining additional funding. AECOM would be pleased to provide these deliverables as an add services, if needed.
- M. GRANT OR OTHER FUNDING COORDINATION – Scope of Work does not include any review or coordination of grants including but not limited to terms, conditions, exclusions, deadlines, etc. No modification of existing/future design contracts including contract reformatting to accommodate specific grant requirements including but not limited to changes on standard AECOM design process or research or support to secure additional grants is included, but can be provided as an additional service, if needed.
- N. DESIGN APPROVALS – Matt Young of the TVRPD has been designated as the Client's representative responsible for design direction to AECOM and has the authority for approving the design direction. Should the approved service be rejected at a later date after formal approval and redesign is required, such redesign shall be charged as an extra service.

- O. LANDSCAPE MAINTENANCE MANUAL – Scope of Work does not include preparation of a landscape maintenance manual. AECOM would be pleased to provide this deliverable as an add services, if needed.
- P. COORDINATION WITH ADJACENT OR CONCURRENT IMPROVEMENTS – Scope of Work does not include preparation of documents for coordination with adjacent or concurrent improvement projects. AECOM would be pleased to provide this deliverable as an add service, if needed.
- Q. AGENCY PLAN CHECK PROCESSING – Scope of Work does not include submission, monitoring and processing of Construction Documents through government agencies.
- R. ARBORIST SERVICES – the Client is responsible for providing arborist services.
- S. FACILITIES LIGHTING – Scope of Work does not include lighting for the existing tennis court or structures/facilities within the park. Scope of Work includes site lighting only.

C. Billing Rates

Below is a listing of fully burdened hourly rates by classification.

AECOM

Principal I	\$260
Principal II	\$225
Landscape Architect I	\$125
Landscape Architect II	\$180
Senior Planner	\$195
Designer I	\$85
Designer II	\$105
Designer III	\$150

D. Project Schedule

Meadowbrook Park TVRP

November 18, 2013

	WEEKS											
TASK NAME	1	2	3	4	5	6	7	8	9	10	11	12
PROJECT MOBILIZATION												
Kick-off												
Site Analysis and Guiding Principles Development												
Base map Prep												
Site Analysis Vist and Workshop												
Guiding Principles Development												
Concept Development												
Develop draft concept for TVRP review												
TVRPD Review and Comment												
Draft Final Plan Development												
MPTC Review												
Final Concept Plan Development												
Final Report												

E. Project Fees

13-Nov-13				
Meadowbrook Park Tehachapi				
Direct Labor Rate (Loaded Rates)				
Task Number	Task Name		Total Hours	Total Cost
1.0	Project Management	0	14	\$1,950
1.1	General Project Set up and Management		4	\$500
			0	
1.2	Monthly project updates and management		10	\$1,450
2.0	Site Analysis + Guiding Principles Development	0	45	\$5,075
2.1	Base Map Prep		18	\$1,690
2.2	Opportunities and Constraints Diagram		16	\$1,850
2.3	Draft Guiding Principles		6	\$880
2.4	Design Imagery		5	\$655
3.0	Concept Plan	0	236	\$26,783
3.1	Develop Draft Concept Plan for MPTC Review		58	\$6,118
3.2	Three Eye Level Concept Illustrations		27	\$2,535
3.3	Sustainability Concepts		14	\$2,436
3.4	ROM cost estimate		16	\$2,520
3.5	Donor Opportunity Identification		10	\$1,170
3.6	Draft Final Concept Plan		52	\$5,848
3.7	Draft Final Concept images and illustrations		19	\$1,915
3.8	Revisions to Final Concept Plan and images from MPTC Review		23	\$2,415
3.9	Final Report		17	\$1,826
4.0	Meetings	0	35	\$6,125
4.1	Site Analysis and Opportunities and Constraints Workshop - Travel Time - workshop time in site analysis and opportunities and constraints diagram in Task 2		8	\$1,400
4.2	Meeting with Meadowbrook Park Technical Committee (MPTC) to review Draft Concept plan		12	\$2,100
4.3	Community Design Workshop to review Concept Plan and Proposals		12	\$2,100
4.4	Meeting with MPTC to review Community concepts - by Web Ex or immediately following the Community workshop		3	\$525
Total Fees				\$39,933

* professional fees do not include reimbursable expenses for travel, copies etc.

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

IN THE MATTER OF

**APPROVING THE 2014 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 17th day of December 2013 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. 42-13

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 2014 agreement between Tehachapi Valley Recreation and Park District and Tehachapi Little League.

AGREEMENT

THIS AGREEMENT made and entered into on this first (1st) day of January, 2014, 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. The term of this Agreement shall commence on January 1, 2014, and shall terminate on July 31, 2014, unless sooner terminated, as set forth herein (the "Term").

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 District, through its representative, shall determine the maintenance costs for Little League's use of the Premises in its sole discretion.

3.3. Little League shall provide evidence 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 ensure that all field volunteers have undergone adequate screening and background checks by a nationally certified screening agency. Upon request, Little League shall provide District with proof of same.

3.5. Little League shall pay to District a facility fee in the amount of Two Thousand Dollars and No Cents (\$2,000.00) for the 2014 regular season on or before **March 1, 2014**. Little League shall provide league regular season schedules to the District in digital format with the executed Agreement, for inclusion on the District website upon approval of this Agreement by District's Board of Directors. **Any request for early termination of this Agreement shall be submitted in writing by Little League to District management and shall be granted at District's sole discretion.**

4. Use of Concession Bar. Little League may operate the concession bar at West Park (the "Concession Bar") for organizational purposes only. Little League shall pay District the sum of One Thousand Dollars and No Cents (\$1,000.00) on or before **March 1, 2014**, for operation of the Concession Bar during the Term. 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 then 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 Fifteen Dollars and No Cents (\$215.00) per month for the estimated District electrical charges during the Term. By no later than **March 1, 2014**, Little League shall pay a direct deposit of One Thousand Dollars and No Cents (\$1,000.00) to District, which will be applied to the electricity costs. In the event that the amount of the charges for electricity exceeds the initial deposit, Little League will reimburse District per billing cycle. Little League shall pay all charges for electricity in excess of its initial deposit on or before **August 31, 2014**.

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; provided, however the amount of One Hundred Thirty Six Dollars and No Cents (\$136.00) per month for sewer charges and the estimated off-season portion of the water bill shall be deducted from the total bill before the bill is split between the parties. 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 of this Agreement, District shall be solely responsible for irrigating the infields. Little League will reimburse the District for water usage per billing cycle. Little League shall pay all charges for water on or before **August 31, 2014**.

5.4. Mowing. During pre-season and regular season play, District shall be responsible for mowing the fields. Notwithstanding the foregoing, on a weekly basis during the Term, Little League shall provide detailed trimming of ball field fences.

6. Use.

6.1. Generally. 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 provide District with a digital schedule of practices and games to be played on the Premises (the "Field Use Schedule") prior to commencement of the season. 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.

6.2. Traveling Teams. Traveling teams shall schedule and pay for field usage directly with District. Traveling teams shall be charged no less for field usage fees as Little League. Traveling teams will not be afforded field lighting.

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 January 1, 2014, 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 T-unc marker and the necessary equipment and personnel to prepare the fields.

10.2 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 Sunday, 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. 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. Failure to do so will result in fees not to exceed Fifty Dollars and No Cents (\$50.00) per field, per day.

10.3. Portable Toilets. The cost of the portable toilets shall be shared equally by Little League and District. Little League shall reimburse the District for fifty percent (50%) of all portable toilet charges on the Premises on or before **August 31, 2014**.

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

11. 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.

12. 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.

13. Ownership of Improvements. Little League shall not construct any improvements on the Premises without the express written consent of District. In the event such improvements

are made to the Premises, said improvements shall become the property of District, without cost, upon the termination of this Agreement. Improvements to fences, dugouts, bleachers, batting cages, 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, in which case Little League shall remove such improvements and return the Premises to its original condition as nearly as may be practical. Little League shall have thirty (30) days following the date of cancellation or termination of this Agreement by which to remove such improvements.

14. 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.

15. Default and Remedies.

15.1 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. The notice requirements provided herein shall not be applicable to a breach of Sections 7 or 26 of this Agreement, wherein District may, in its sole discretion, terminate this Agreement forthwith and without notice, in the manner specified therein.

16. 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.

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

18. 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.

19. 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.

20. 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 for the performance of its services under this Agreement. 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.

21. Environmental Health Permit. Little League, at its sole cost and expense without right of reimbursement from District, shall obtain and post an environmental health permit for the Concession Bar.

22. 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.

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

To District: Tehachapi Valley Recreation and Parks District
 P.O. Box 373
 Tehachapi, CA 93581

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

24. 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.

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

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

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

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

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

30. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of District and Little League. Little League agrees that waiver by District of any conditions of performance under this Agreement shall not be construed as a waiver of any

other condition of performance or a continuing waiver of the same condition of performance under this Agreement.

31. 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 District, in Bakersfield, California.

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

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

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

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

Dated: January 1, 2014

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

By: _____
Board Chairman

Dated: January 1, 2014

TEHACHAPI LITTLE LEAGUE, INC.,
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

**ADOPTING A NEW LOGO FOR TEHACHAPI VALLEY RECREATION AND PARK
DISTRICT**

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 17^h day of December 2013 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. 43-13

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) has a logo;
and

WHEREAS, said logo needs to be updated; and

WHEREAS, a revised logo has been provided for consideration to replace the existing logo; and

WHEREAS, the Board desires to adopt said revised logo.

NOW, THEREFORE BE IT RESOLVED THAT the Board of Directors adopt the new logo for Tehachapi Valley Recreation and Park District; and

AND BE IT FINALLY RESOLVED THAT the new logo is adopted and will be used as the official logo for Tehachapi Valley Recreation and Park District immediately.



TEHACHAPI VALLEY

RECREATION & PARK DISTRICT



TEHACHAPI VALLEY

RECREATION & PARK DISTRICT

Play Up. Live Up.



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