



# **Tehachapi Valley**

## **Recreation & Park District**

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

**REGULAR BOARD MEETING  
TUESDAY, MAY 15, 2018, 5:30 P.M.**

### **BOARD OF DIRECTORS**

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

### **A G E N D A**

#### **1. FLAG SALUTE**

#### **2. ROLL CALL**

#### **3. PUBLIC COMMENTS**

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

#### **4. CONSENT CALENDAR**

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

- A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).
- B. Approval of Minutes from the Regular Board Meeting held April 17, 2018 (Pages 4-6).
- C. Approval of the Preliminary Financial Reports for March 2018 (Pages 7-16).
- D. Authorizing Execution of Notice of Completion and Acceptance for the Refurbishment Project at Central Park, Resolution #5-18 (Pages 17-18).

- E. Approval of the 2018 Agreement between Tehachapi Valley Recreation and Park District and Stallion Springs Community Services District, (Pages 19-21).
- F. Approval of the 2018 Agreement between Tehachapi Valley Recreation and Park District and Tehachapi Cummings County Water District relating to Proposition 84 Grant Implementation, (Pages 22-29).
- G. Approval to Move the TVRPD July Board Meeting to Thursday July 19, 2018, (Page 30).

**5. RECREATION SUPERVISOR REPORT**

**6. OPERATIONS MANAGER REPORT**

**7. DISTRICT MANAGER REPORT**

**8. AGENDA ITEMS**

- A. Presentation from Isom Advisors a Division of Urban Futures Inc.

**9. BOARD OF DIRECTORS' TIME**

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

**10. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on June 19, 2018.*



## Tehachapi Valley Recreation & Park District

### CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the May 15, 2018, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, May 11, 2018, at 5:30 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at [www.tvrpd.org](http://www.tvrpd.org)

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 11<sup>th</sup> day of May 2018.

Dated this 11<sup>th</sup> day of May 2018.

Carrie Champlin  
Carrie Champlin  
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING  
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT  
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561  
TUESDAY APRIL 17, 2018, 5:30 P.M.**

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

**BOARD MEMBERS**

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

**ALSO PRESENT**

Michelle Vance, District Manager  
Corey Torres, Recreation Supervisor  
Bill Fisher, Operations Manager  
Carrie Champlin, Business Manager/Clerk of the Board  
Greg Garrett, City of Tehachapi Manager  
Susan Showler, City of Tehachapi  
Pat Doody, The Loop Newspaper  
David Shaw, GHCSO

**1. FLAG SALUTE:** Operations Manager Bill Fisher led the flag salute.

**2. ROLL CALL:** Vice-Chairperson Steele was absent.

**3. PUBLIC COMMENTS:** None.

**4. CONSENT CALENDAR**

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

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

**Corpus-Zamudio - Judy: Ayes: Wyatt; Corpus-Zamudio; Judy; Backes**

**Noes: None. Motion carried.**

**Absent: Steele**

**B. Approval of Minutes from the Regular Board Meeting held March 20, 2018.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD ON MARCH 20, 2018.

**Corpus-Zamudio - Judy: Ayes: Wyatt; Corpus-Zamudio; Judy; Backes**

**Noes: None. Motion carried.**

**Absent: Steele**

**C. Approval of the Preliminary Financial Reports for February 2018.**

BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S PRELIMINARY FINANCIAL REPORTS FOR FEBRUARY 2018.

**Corpus-Zamudio - Judy; Ayes: Wyatt; Corpus-Zamudio; Judy; Backes**

**Noes: None. Motion carried.**

**Absent: Steele**

**5. RECREATION COORDINATOR REPORT**

Recreation Supervisor Corey Torres gave the report.

- Adult Basketball League is in progress.
- Adult Softball starts in June and will be held at West Park.
- Youth Baseball program starts today April 17, 2018.
- Youth Volleyball program starts this week. Purchased two portable volleyball nets to facilitate more practices and games.
- Pool programs are underway: JMS P.E., THS swim team, lap swim, water aerobics, and Barracuda Swim team has held their first swim meet.

**6. OPERATIONS MANAGER REPORT**

Operations Manager Bill Fisher gave the report.

Staff:

- Attended ball field maintenance training in Bakersfield with Recreation Coordinator Krempien.
- Attended Aquatics Operator certification class with TVRPD Maintenance worker David Coopridier.

Pool:

- Repaired a light in the pool and repaired one lane line.

Brite Lake:

- Busy getting the facility ready for the Brite Lake Fishing Derby. Water level is high at the lake.

**7. DISTRICT MANAGER REPORT**

District Manager Vance gave the report.

- District Manager Vance reported that she attended the CPRS District 15 meeting in McFarland and toured their CrossFit facility.
- District Manager Vance attended the Senior Center meeting.
- Brite Lake online reservation software is slated to go live this June or July.
- District Manager Vance reported that the Barker Rinker Seacat kick off meeting will take place May 3, 2018. Three meetings will be held that day for executives, stakeholders, and the public.
- District Manager Vance reported that ISOM Advisors will present the results of the phone survey at the May 15, 2018 TVRPD Board meeting.

## 8. AGENDA ITEMS

### A. Agenda Item "A" was tabled.

### B. Award of Bid for the Installation of Playground Equipment at Brite Lake, Resolution #4-18.

TVRPD Operations Manager Bill Fisher presented the three bids to the Board.

BOARD APPROVES THE BID FROM CS CONSTRUCTION FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT AT BRITE LAKE IN AN AMOUNT NOT TO EXCEED \$42,056.00, RESOLUTION #4-18.

**Judy- Backes: Ayes: Wyatt; Corpus-Zamudio; Judy; Backes**

**Noes: None. Motion carried.**

**Absent: Steele**

9. **BOARD OF DIRECTORS TIME:** Directors Judy, Corpus-Zamudio, and Backes thanked staff for their work, and thanked Chairperson Wyatt and District Manager Vance for attending the City Council meeting.

### 10. **ADJOURNMENT**

Having no further business the meeting was adjourned at 6:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on May 15, 2018.

**Corpus-Zamudio - Backes: Ayes: Wyatt; Corpus-Zamudio; Judy; Backes**

**Noes: None. Motion carried.**

**Absent: Steele**

Respectfully Submitted,

*Carrie Champlin*

Carrie Champlin, Clerk of the Board



# Tehachapi Valley Recreation and Park District

## BALANCE SHEET

As of March 31, 2018

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	393,877.94
1004 Check BOTS 4470	87,130.32
1005 County Treasury Capital Projects Fund	38,132.90
1051 Change Fund	850.00
1100 Petty Cash Fund	400.00
<b>Total Bank Accounts</b>	<b>\$520,391.16</b>
Accounts Receivable	
1200 Accounts Receivable	37,750.00
<b>Total Accounts Receivable</b>	<b>\$37,750.00</b>
Other Current Assets	
1070 Prepaid Expenses	5,947.99
1071 Deferred Expense-2018 Gran Fondo	3,075.33
1092 Credit Card Receivables	1,890.00
1096 Undeposited Funds	244.50
1210 Inventory Asset	4,730.95
<b>Total Other Current Assets</b>	<b>\$15,888.77</b>
<b>Total Current Assets</b>	<b>\$574,029.93</b>
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,049,721.76
1163 Equipment	1,046,083.14
1163.1 Equipment Not Placed In Service	50,043.59
1166 Furniture & Fixtures	24,895.98
1167 Machinery	47,089.00
1170 Accumulated Depreciation	-2,681,915.00
1180 Fleet Vehicles and Equipment	170,165.22
<b>Total Fixed Assets</b>	<b>\$2,413,209.97</b>
Other Assets	
1901 DOR-Employee Contribution after MD	32,998.00
1903 DOR-Difference in Properties	13,059.00
1904 DOR-Difference in Experience	1,444.00
<b>Total Other Assets</b>	<b>\$47,501.00</b>
<b>TOTAL ASSETS</b>	<b>\$3,034,740.90</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	7,155.94

	TOTAL
<b>Total Accounts Payable</b>	<b>\$7,155.94</b>
Credit Cards	
2010 Cardmember Services Payable	3,895.40
2014 Home Depot Payable	272.59
<b>Total Credit Cards</b>	<b>\$4,167.99</b>
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	31,081.76
2200 Suspense	-144.77
2207 Sales tax payable	37.86
2208 Kern County Loan Payable	38,500.00
2210 Payroll Liabilities	2,325.15
2251 Deferred Revenue-2018 GranFondo	38,320.75
2270 Refundable Deposits	1,000.00
<b>Total Other Current Liabilities</b>	<b>\$111,120.75</b>
<b>Total Current Liabilities</b>	<b>\$122,444.68</b>
Long-Term Liabilities	
2310 Loan Payable 2016	541,380.00
2900 Net Pension Liability	75,553.00
2901 DIR-Earning on Plan Investments	6,844.00
2902 DIR-Difference in Contributions	26,248.00
2903 DIR-Difference in Proportion	73,239.00
2905 DIR-Changes in Assumption	13,654.00
<b>Total Long-Term Liabilities</b>	<b>\$736,918.00</b>
<b>Total Liabilities</b>	<b>\$859,362.68</b>
Equity	
3010 Net Investment in Capital Assets	2,580,724.25
3020 Restricted Funds	248,418.36
3030 Unrestricted Funds	-942,692.42
3110 Retained Earnings	236,824.90
Net Income	52,103.13
<b>Total Equity</b>	<b>\$2,175,378.22</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$3,034,740.90</b>





# Tehachapi Valley Recreation and Park District

## PROFIT AND LOSS

March 2018

	TOTAL		
	MAR 2018	JUL 2017 - MAR 2018 (YTD)	% OF INCOME
Income			
4010 Property Taxes	8,885.16	534,390.77	16.66 %
4020 Interest Income	169.98	1,297.49	0.32 %
4020.1 Interest Income Cap Proj Fund	14.50	87.02	0.03 %
4030 Adult Program Revenues	4,139.00	17,122.05	7.76 %
4050 Facility Revenue	5,977.50	89,441.70	11.21 %
4100 Advertising Revenues		2,500.00	
4200 Contracted Classes Revenues	5,580.00	30,777.87	10.47 %
4210 Events Revenues	470.00	19,086.08	0.88 %
4213 Operational Grants	2,510.00	48,353.12	4.71 %
4215 Capital Grants	15,000.00	15,000.00	28.13 %
4216 Scholarship Donations	33.00	140.00	0.06 %
4300 Youth Program Revenues	10,703.43	71,205.81	20.07 %
4610 Billable Expense Income		5,880.35	
4650 Discounts given	-164.90	-2,770.55	-0.31 %
4704 Sales		858.48	
<b>Total Income</b>	<b>\$53,317.67</b>	<b>\$833,370.19</b>	<b>100.00 %</b>
Cost of Goods Sold			
5001 Adult Program Costs		1,475.32	
5002 Fish Stocking		5,000.00	
5004 Contracted Classes Costs	2,798.00	24,367.94	5.25 %
5005 Events Costs	364.09	26,096.47	0.68 %
5008 Youth Program Costs	2,812.32	11,858.77	5.27 %
5110 Scholarship Fund Expense	124.50	1,843.87	0.23 %
5704 Purchases for Resale		454.63	
<b>Total Cost of Goods Sold</b>	<b>\$6,098.91</b>	<b>\$71,097.00</b>	<b>11.44 %</b>
<b>GROSS PROFIT</b>	<b>\$47,218.76</b>	<b>\$762,273.19</b>	<b>88.56 %</b>
Expenses			
6000 Employee Costs	49,477.60	460,038.98	92.80 %
7010 Advertising & Marketing	3,100.20	23,641.41	5.81 %
7020 Bank Service Charges	702.62	6,966.79	1.32 %
7026 Charitable Contribution		2,100.79	
7030 Dues & Subscriptions	70.00	5,340.00	0.13 %
7035 Equipment Rents & Leases		2,662.26	
7050 Insurance	2,494.17	19,137.51	4.68 %
7056 Interest Expense		10,580.55	
7060 Licenses & Fees	813.00	5,842.19	1.52 %
7070 Maintenance	3,547.09	75,421.90	6.65 %
7084 Meals & Entertainment	134.84	2,508.79	0.25 %
7090 Office Supplies	218.01	10,744.45	0.41 %
7120 Professional Development	2,366.94	9,654.48	4.44 %
7150 Professional Fees	4,402.50	40,917.76	8.26 %

	TOTAL		
	MAR 2018	JUL 2017 - MAR 2018 (YTD)	% OF INCOME
7180 Security	-151.46	2,489.97	-0.28 %
7210 Telephone	926.30	9,012.21	1.74 %
7230 Uniforms & Apparel	130.93	2,332.68	0.25 %
7250 Utilities	5,555.83	49,669.50	10.42 %
<b>Total Expenses</b>	<b>\$73,788.57</b>	<b>\$739,062.22</b>	<b>138.39 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -26,569.81</b>	<b>\$23,210.97</b>	<b>-49.83 %</b>
Other Income			
8040 TVRPD Development Fee Revenues	10,685.00	32,061.33	20.04 %
<b>Total Other Income</b>	<b>\$10,685.00</b>	<b>\$32,061.33</b>	<b>20.04 %</b>
Other Expenses			
8505 Quimby Expense		3,169.17	
<b>Total Other Expenses</b>	<b>\$0.00</b>	<b>\$3,169.17</b>	<b>0.00%</b>
<b>NET OTHER INCOME</b>	<b>\$10,685.00</b>	<b>\$28,892.16</b>	<b>20.04 %</b>
<b>NET INCOME</b>	<b>\$ -15,884.81</b>	<b>\$52,103.13</b>	<b>-29.79 %</b>



# Tehachapi Valley Recreation and Park District

## PROFIT & LOSS PRIOR YEAR COMPARISON

March 2018

	TOTAL			
	MAR 2018	MAR 2017 (PY)	CHANGE	% CHANGE
<b>Income</b>				
4010 Property Taxes	8,885.16	13,221.70	-4,336.54	-32.80 %
4020 Interest Income	169.98	-2.13	172.11	8,080.28 %
4020.1 Interest Income Cap Proj Fund	14.50		14.50	
4030 Adult Program Revenues	4,139.00	3,823.75	315.25	8.24 %
4050 Facility Revenue	5,977.50	12,410.36	-6,432.86	-51.83 %
4200 Contracted Classes Revenues	5,580.00	5,916.00	-336.00	-5.68 %
4210 Events Revenues	470.00	345.00	125.00	36.23 %
4213 Operational Grants	2,510.00	10,767.04	-8,257.04	-76.69 %
4215 Capital Grants	15,000.00	23,441.62	-8,441.62	-36.01 %
4216 Scholarship Donations	33.00	20.00	13.00	65.00 %
4300 Youth Program Revenues	10,703.43	12,707.45	-2,004.02	-15.77 %
4650 Discounts given	-164.90	-318.50	153.60	48.23 %
<b>Total Income</b>	<b>\$53,317.67</b>	<b>\$82,332.29</b>	<b>\$ -29,014.62</b>	<b>-35.24 %</b>
<b>Cost of Goods Sold</b>				
5001 Adult Program Costs		14.43	-14.43	-100.00 %
5002 Fish Stocking		5,225.00	-5,225.00	-100.00 %
5004 Contracted Classes Costs	2,798.00	2,853.26	-55.26	-1.94 %
5005 Events Costs	364.09	1,211.08	-846.99	-69.94 %
5008 Youth Program Costs	2,812.32	1,193.79	1,618.53	135.58 %
5110 Scholarship Fund Expense	124.50	509.15	-384.65	-75.55 %
<b>Total Cost of Goods Sold</b>	<b>\$6,098.91</b>	<b>\$11,006.71</b>	<b>\$ -4,907.80</b>	<b>-44.59 %</b>
<b>GROSS PROFIT</b>	<b>\$47,218.76</b>	<b>\$71,325.58</b>	<b>\$ -24,106.82</b>	<b>-33.80 %</b>
<b>Expenses</b>				
6000 Employee Costs	49,477.60	43,733.51	5,744.09	13.13 %
7010 Advertising & Marketing	3,100.20	1,830.06	1,270.14	69.40 %
7020 Bank Service Charges	702.62	544.71	157.91	28.99 %
7030 Dues & Subscriptions	70.00		70.00	
7050 Insurance	2,494.17	1,803.08	691.09	38.33 %
7060 Licenses & Fees	813.00	514.76	298.24	57.94 %
7070 Maintenance	3,547.09	4,137.09	-590.00	-14.26 %
7084 Meals & Entertainment	134.84	-114.52	249.36	217.74 %
7090 Office Supplies	218.01	779.32	-561.31	-72.03 %
7120 Professional Development	2,366.94	1,852.43	514.51	27.77 %
7150 Professional Fees	4,402.50	2,715.00	1,687.50	62.15 %
7180 Security	-151.46	179.96	-331.42	-184.16 %
7210 Telephone	926.30	927.01	-0.71	-0.08 %
7230 Uniforms & Apparel	130.93	140.36	-9.43	-6.72 %
7250 Utilities	5,555.83	1,886.77	3,669.06	194.46 %
<b>Total Expenses</b>	<b>\$73,788.57</b>	<b>\$60,929.54</b>	<b>\$12,859.03</b>	<b>21.10 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -26,569.81</b>	<b>\$10,396.04</b>	<b>\$ -36,965.85</b>	<b>-355.58 %</b>
<b>Other Income</b>				

	TOTAL			
	MAR 2018	MAR 2017 (PY)	CHANGE	% CHANGE
8040 TVRPD Development Fee Revenues	10,685.00		10,685.00	
<b>Total Other Income</b>	<b>\$10,685.00</b>	<b>\$0.00</b>	<b>\$10,685.00</b>	<b>0.00%</b>
<b>Other Expenses</b>				
8502 Capital Improvements		21,922.20	-21,922.20	-100.00 %
<b>Total Other Expenses</b>	<b>\$0.00</b>	<b>\$21,922.20</b>	<b>\$ -21,922.20</b>	<b>-100.00 %</b>
<b>NET OTHER INCOME</b>	<b>\$10,685.00</b>	<b>\$ -21,922.20</b>	<b>\$32,607.20</b>	<b>148.74 %</b>
<b>NET INCOME</b>	<b>\$ -15,884.81</b>	<b>\$ -11,526.16</b>	<b>\$ -4,358.65</b>	<b>-37.82 %</b>



# Tehachapi Valley Recreation and Park District

## STATEMENT OF CASH FLOWS

March 2018

	TOTAL
<b>OPERATING ACTIVITIES</b>	
Net Income	-15,884.81
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-7,000.00
1070 Prepaid Expenses	4,289.33
1071 Deferred Expense-2018 Gran Fondo	-247.91
1092 Credit Card Receivables	-1,249.00
2000 Accounts Payable-General Fund	4,452.55
2010 Cardmember Services Payable	2,106.37
2014 Home Depot Payable	-854.00
2200 Suspense	-144.77
2207 Sales tax payable	25.63
2208 Kern County Loan Payable	-6,500.00
2211 Payroll Liabilities:CalPERS Payable	0.00
2231 Payroll Liabilities:Health Plan Payable	-1,566.32
2241 Payroll Liabilities:AFLAC Payable	-20.92
2250 Payroll Liabilities:Payroll Tax Liabilities	859.99
2251 Deferred Revenue-2018 GranFondo	2,190.25
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-3,658.80</b>
<b>Net cash provided by operating activities</b>	<b>\$ -19,543.61</b>
<b>FINANCING ACTIVITIES</b>	
3022 Restricted Funds:Capital Projects	10,589.18
3028 Restricted Funds:Site Lease Funds	-1,135.00
3030 Unrestricted Funds	-9,454.18
<b>Net cash provided by financing activities</b>	<b>\$0.00</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>\$ -19,543.61</b>
Cash at beginning of period	540,179.27
<b>CASH AT END OF PERIOD</b>	<b>\$520,635.66</b>

# Tehachapi Valley Recreation and Park District

## BUDGET VS. ACTUALS: TVRPD CLASS BUDGET 2017-2018

July 2017 - June 2018

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Income</b>				
4010 Property Taxes	534,390.77	873,650.00	339,259.23	38.83 %
4020 Interest Income	1,297.49	2,500.00	1,202.51	48.10 %
4020.1 Interest Income Cap Proj Fund	87.02		-87.02	
4030 Adult Program Revenues	17,122.05	31,650.00	14,527.95	45.90 %
4050 Facility Revenue	89,583.70	117,825.08	28,241.38	23.97 %
4100 Advertising Revenues	2,500.00		-2,500.00	
4200 Contracted Classes Revenues	30,777.87	38,651.00	7,873.13	20.37 %
4210 Events Revenues	19,086.08	31,061.95	11,975.87	38.55 %
4213 Operational Grants	48,853.12	35,000.00	-13,853.12	-39.58 %
4215 Capital Grants	40,000.00	19,000.00	-21,000.00	-110.53 %
4216 Scholarship Donations	140.00		-140.00	
4300 Youth Program Revenues	71,205.81	103,350.00	32,144.19	31.10 %
4610 Billable Expense Income	5,880.35	15,000.00	9,119.65	60.80 %
4650 Discounts given	-2,770.55	-3,500.00	-729.45	20.84 %
<b>4704 Sales</b>				
4701 Beer Sales-Taxable		700.00	700.00	100.00 %
4703 Food Sales-Taxable	240.56		-240.56	
4705 Food Sales Non Taxable	523.75	460.00	-63.75	-13.86 %
4709 Soda Sales-Taxable	94.17	200.00	105.83	52.92 %
<b>Total 4704 Sales</b>	<b>858.48</b>	<b>1,360.00</b>	<b>501.52</b>	<b>36.88 %</b>
<b>Total Income</b>	<b>\$859,012.19</b>	<b>\$1,265,548.03</b>	<b>\$406,535.84</b>	<b>32.12 %</b>
<b>Cost of Goods Sold</b>				
5001 Adult Program Costs	1,475.32	3,450.00	1,974.68	57.24 %
5002 Fish Stocking	5,000.00	10,000.00	5,000.00	50.00 %
5004 Contracted Classes Costs	24,467.94	36,315.00	11,847.06	32.62 %
5005 Events Costs	26,723.88	45,178.00	18,454.12	40.85 %
5008 Youth Program Costs	12,019.54	30,770.00	18,750.46	60.94 %
5110 Scholarship Fund Expense				
5115 Chavez Scholarship Fund	1,206.37	2,500.00	1,293.63	51.75 %
5117 Walter Dye Scholarship Fund	637.50	2,500.00	1,862.50	74.50 %
<b>Total 5110 Scholarship Fund Expense</b>	<b>1,843.87</b>	<b>5,000.00</b>	<b>3,156.13</b>	<b>63.12 %</b>
<b>5704 Purchases for Resale</b>				
5701 Beer Purchases		450.00	450.00	100.00 %
5703 Food Purchases	324.50	395.00	70.50	17.85 %
5709 Soda Purchases	130.13	100.00	-30.13	-30.13 %
<b>Total 5704 Purchases for Resale</b>	<b>454.63</b>	<b>945.00</b>	<b>490.37</b>	<b>51.89 %</b>
<b>Total Cost of Goods Sold</b>	<b>\$71,985.18</b>	<b>\$131,658.00</b>	<b>\$59,672.82</b>	<b>45.32 %</b>
<b>GROSS PROFIT</b>	<b>\$787,027.01</b>	<b>\$1,133,890.03</b>	<b>\$346,863.02</b>	<b>30.59 %</b>
<b>Expenses</b>				
6000 Employee Costs				
6010 Wages & Salaries	364,223.04	473,815.00	109,591.96	23.13 %

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
6020 Employee Taxable Allowances	5,303.50	9,200.00	3,896.50	42.35 %
6050 Benefits				
6051 Employee MedDental/VisLife	29,289.36	54,000.00	24,710.64	45.76 %
6055 Employee Retirement CalPERS	24,646.32	33,866.00	9,219.68	27.22 %
6058 Employer Taxes	35,224.08	49,000.00	13,775.92	28.11 %
6060 Reimbursed Employee Expenses		1,000.00	1,000.00	100.00 %
6070 Vacation, Sick, & Admin Leave		1,500.00	1,500.00	100.00 %
6090 Worker's Compensation Insurance	22,672.00	28,754.00	6,082.00	21.15 %
6099 Pension GASB 68		8,255.00	8,255.00	100.00 %
Total 6050 Benefits	111,831.76	176,375.00	64,543.24	36.59 %
Total 6000 Employee Costs	481,358.30	659,390.00	178,031.70	27.00 %
7010 Advertising & Marketing	23,779.47	20,000.00	-3,779.47	-18.90 %
7020 Bank Service Charges	7,667.34	9,000.00	1,332.66	14.81 %
7026 Charitable Contribution	2,100.79	2,000.00	-100.79	-5.04 %
7030 Dues & Subscriptions	6,060.00	8,950.00	2,890.00	32.29 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental	444.59	6,000.00	5,555.41	92.59 %
7037 Office Equipment Rental	2,217.67	1,200.00	-1,017.67	-84.81 %
Total 7035 Equipment Rents & Leases	2,662.26	7,200.00	4,537.74	63.02 %
7050 Insurance				
7051 Auto Insurance	3,988.30	4,500.00	511.70	11.37 %
7052 HUB Insurance	336.50	100.00	-236.50	-236.50 %
7053 Property Insurance	10,154.20	10,500.00	345.80	3.29 %
7055 Liability Insurance	6,641.18	8,000.00	1,358.82	16.99 %
Total 7050 Insurance	21,120.18	23,100.00	1,979.82	8.57 %
7056 Interest Expense	10,580.55	18,085.00	7,504.45	41.50 %
7060 Licenses & Fees	5,852.19	8,500.00	2,647.81	31.15 %
7070 Maintenance				
7071 Pool Chemicals	5,391.96	6,000.00	608.04	10.13 %
7072 Building & Park Maintenance	28,582.49	26,100.00	-2,482.49	-9.51 %
7073 Accessibility Upgrades		100.00	100.00	100.00 %
7074 Equipment Maintenance	6,668.56	17,600.00	10,931.44	62.11 %
7075 Fuel	7,077.25	9,000.00	1,922.75	21.36 %
7076 Janitorial Supplies	7,156.06	9,500.00	2,343.94	24.67 %
7077 Small Tools & Equipment	1,277.74	500.00	-777.74	-155.55 %
7078 Materials & Supplies	15,224.44	26,900.00	11,675.56	43.40 %
7079 Fleet Maintenance	4,043.40	4,000.00	-43.40	-1.09 %
Total 7070 Maintenance	75,421.90	99,700.00	24,278.10	24.35 %
7084 Meals & Entertainment	2,508.79	2,000.00	-508.79	-25.44 %
7090 Office Supplies	10,748.20	13,500.00	2,751.80	20.38 %
7120 Professional Development	9,654.48	9,500.00	-154.48	-1.63 %
7150 Professional Fees				
7151 Annual Audit	11,700.00	11,000.00	-700.00	-6.36 %
7152 Bookkeeping & Payroll	19,846.87	22,000.00	2,153.13	9.79 %
7153 Information Technology	4,810.76	8,500.00	3,689.24	43.40 %
7155 Legal	4,560.13	8,000.00	3,439.87	43.00 %
Total 7150 Professional Fees	40,917.76	49,500.00	8,582.24	17.34 %
7160 Property Tax Collection Fee		14,000.00	14,000.00	100.00 %

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
7180 Security	2,864.92	4,140.00	1,275.08	30.80 %
7210 Telephone	9,012.21	11,100.00	2,087.79	18.81 %
7230 Uniforms & Apparel	2,332.68	2,500.00	167.32	6.69 %
7250 Utilities				
7252 Electric Service	28,024.38	36,150.00	8,125.62	22.48 %
7254 Gas Service	6,596.82	12,550.00	5,953.18	47.44 %
7256 Sanitation Services	7,756.71	14,036.00	6,279.29	44.74 %
7258 Water Service	7,291.59	10,116.06	2,824.47	27.92 %
Total 7250 Utilities	49,669.50	72,852.06	23,182.56	31.82 %
Total Expenses	\$764,311.52	\$1,035,017.06	\$270,705.54	26.15 %
NET OPERATING INCOME	\$22,715.49	\$98,872.97	\$76,157.48	77.03 %
Other Income				
8040 TVRPD Development Fee Revenues	32,061.33	25,644.00	-6,417.33	-25.02 %
Total Other Income	\$32,061.33	\$25,644.00	\$ -6,417.33	-25.02 %
Other Expenses				
8505 Quimby Expense	3,169.17		-3,169.17	
Total Other Expenses	\$3,169.17	\$0.00	\$ -3,169.17	0.00%
NET OTHER INCOME	\$28,892.16	\$25,644.00	\$ -3,248.16	-12.67 %
NET INCOME	\$51,607.65	\$124,516.97	\$72,909.32	58.55 %



# THE BOARD OF DIRECTORS OF

Tehachapi Valley Recreation and Park District

\_\_\_\_\_, 20\_\_\_\_

**PRESENT:** Directors \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

## RESOLUTION NO. 5-18

### RESOLUTION AUTHORIZING EXECUTION OF NOTICE OF COMPLETION AND ACCEPTANCE FOR THE CENTRAL PARK REFURBISHMENT PROJECT ON WEST D STREET, TEHACHAPI, IN KERN COUNTY

#### CONTRACT NO. CP-002 TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

The following resolution is now offered and read:

**WHEREAS**, it appears that King Khan Drilling and Construction Inc., has fully completed the construction of the Central Park Refurbishment project on West D Street, Tehachapi, in Kern County, Contract No. CP-002; and

**WHEREAS**, it is necessary and desirable that the Notice of Completion and Acceptance be recorded.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Tehachapi Valley Recreation and Park District:

1. That said work is hereby accepted.
2. That the Chairperson of the Board of Directors of the Tehachapi Valley Recreation and Park District be, and hereby is, authorized to execute said Notice of Acceptance of Completion.
3. That the Clerk of said Board be, and hereby is, authorized and directed to record the same.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby adopted on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Chairperson of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

STATE OF CALIFORNIA,

Tehachapi Valley Recreation and Parks District.

ss.

I, \_\_\_\_\_, Clerk of the Board of Directors, in and for the Tehachapi Valley Recreation and Parks District, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Directors, as the same appears in the minutes.

WITNESS my hand and the seal of said Board of Directors, affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



## STALLION SPRINGS COMMUNITY SERVICES DISTRICT

27800 STALLION SPRINGS DRIVE TEHACHAPI, CA 93561  
(661) 822-3268 FAX (661) 822-1879 [sscsd@stallionspringscd.com](mailto:sscsd@stallionspringscd.com)

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### MUTUAL COOPERATION AGREEMENT

This Mutual Cooperation Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the Tehachapi Valley Recreation and Parks District, a California recreation and Parks District and political subdivision of the State of California ("TVRPD"), and Stallion Springs Community Services District, a California political subdivision ("SSCSD"). Sometimes TVRPD and SSCSD may be referred to individually as a "Party" or collectively as "Parties" on a generic basis.

### RECITALS

WHEREAS, TVRPD and SSCSD both operate public swimming pools; and,

WHEREAS, it would be in the best interest that the two Parties work together in recruiting and utilizing the resources for lifeguard services over the 2018 swim year;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The aforementioned Recitals are true and correct and are incorporated herein.
2. Both Parties will work together in recruiting individuals interested in applying for lifeguard work. Each Party shall bear its own costs and expenses in connection with the recruiting efforts without right of reimbursement from the other Party.
3. Subject to Section 5, both Parties will communicate on a regular basis in regard to how the scheduling is working, and both Parties shall in good faith negotiate any necessary adjustments to the schedules as reasonably requested by the other Party.
4. Upon hiring an individual, each Party, at its sole cost and expense without right of reimbursement from the other Party, shall provide the appropriate paperwork and attire to the individual, and such individual shall be deemed to be employed separately by each Party. Each Party shall be solely responsible for paying such hired individual's wage or other compensation as it relates to such individual's employment with such Party, and neither Party shall be responsible

for paying such individual's wages with respect to the time that such individual is employed by the other party.

5. TVRPD agrees to provide the scheduling for both Parties and will ensure that the SSCSD will have access to the schedules for informational purposes. Notwithstanding the foregoing, SSCSD agrees to cooperate with TVRPD in good faith for purposes of developing such schedule. Once established and agreed to by the Parties, the schedule shall be changed by either Party only by providing at least fifteen (15) days written notice to the other Party.

6. Notwithstanding Sections 4 or 5, or anything to the contrary in this Agreement, nothing herein shall be interpreted as creating a "dual employment" relationship between the Parties with respect to any individual hired pursuant to this Agreement, or otherwise create a "joint venture," partnership or any other business relationship between the Parties with respect to the hiring or use of any individual lifeguard. With respect to each individual lifeguard hired pursuant to this Agreement, each Party shall be deemed to be the sole and separate employer of said individual during the times that said individual is acting as a lifeguard for said Party. It is the Party's specific intent under this Agreement only and solely to facilitate and coordinate the recruitment, scheduling and use of each individual lifeguard hired, and neither Party shall be responsible for the acts or omissions of the individual lifeguard while said individual lifeguard is acting for or on behalf of the other Party.

7. Each Party agrees to facilitate their own in-service trainings. Trainings will be conducted by each Party's head lifeguard. Notwithstanding Sections 7 and 8, neither Party shall be responsible for the other Party's failure to properly train the hired individual.

8. TVRPD agrees to indemnify, defend (with counsel approved by SSCSD) and hold harmless SSCSD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from TVRPD's actively negligent acts or omissions which arise from TVRPD's performance of its obligations under this Agreement, except to the extent caused by the sole active negligence or willful misconduct of SSCSD.

9. SSCSD agrees to indemnify, defend (with counsel approved by TVRPD) and hold harmless TVRPD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from SSCSD's actively negligent acts or omissions which arise from SSCSD's performance of its obligations under this Agreement, except to the extent caused by the sole active negligence or willful misconduct of TVRPD.

10. In the event TVRPD and SSCSD are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, TVRPD and/or SSCSD shall indemnify the other to the extent of its comparative fault.

11. In the event of litigation or other action arising from this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorney's fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. The successful Party shall be the Party who is entitled to recover its costs of suit, whether or not the suit proceeds to final

judgment. If no costs of suit are awarded, then the successful party shall be determined by the court, arbitrator, mediator, or other party handling such litigation or action.

12. This Agreement may be terminated upon thirty (30) days advance written notice of either Party. Except for Sections 7 and 8, neither party shall have any further duty or obligation under this Agreement upon the expiration of such thirty (30) day period.

13. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

14. This Agreement shall be governed by the laws of the State of California. Any action or proceeding between TVRPD and SSCSD concerning the interpretation or enforcement of this Agreement or which arises out of or is in any way connected with this Agreement shall be instituted and tried in the appropriate state court, located in the County of Kern, California.

15. Time is of the essence for each and every provision of this Agreement.

16. Since the Parties or their agents have participated fully in the preparation of this Agreement the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

17. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.

18. This Agreement may be signed in counterparts, each of which shall constitute an original.

19. This Agreement shall become effective on the Effective Date upon its execution and delivery by both Parties.

20. Each Party signing this Agreement represents that it has the authority to bind the Party on whose behalf he or she signs.

\_\_\_\_\_  
David Aranda, General Manager  
SSCSD

\_\_\_\_\_  
Michelle Vance, District Manager  
TVRPD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT RELATING TO  
PROPOSITION 84 GRANT IMPLEMENTATION**

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (“**TCCWD**”), a County Water District organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 3000, et seq.), and the TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT (“**TVRPD**”), a Recreation and Parks District organized and existing pursuant to the provisions of Division 5, Chapter 4 of the Public Resources Code (commencing with Section 5780) hereby enter into this AGREEMENT RELATING TO PROPOSITION 84 GRANT IMPLEMENTATION (this “**Agreement**”) effective as of this \_\_\_\_ day of May, 2018, with respect to the following facts.

**RECITALS**

WHEREAS, the Department of Water Resources of the State of California (“**State**”) entered into a Grant Agreement with the Kern Water Bank Authority for implementation of Proposition 84 grant funding which includes funding for TCCWD’s Project 3: Tehachapi Regional Water Use Efficiency Project;

WHEREAS, on or about April \_\_\_, 2018, TCCWD received approval from the State to expand the Project to include commercial/industrial type fixtures with a project schedule completion date of September 30, 2018;

WHEREAS, TCCWD amended its professional services agreement dated September 17, 2014 with Southwest Environmental, Inc. (“**SEI**”) to include installation of commercial/penal grade toilets and fixtures (Amendment 1 dated 4-18);

WHEREAS, TVRPD has requested that TCCWD install certain commercial/penal grade toilets and fixtures (“plumbing fixtures”) described in Exhibit A hereto;

WHEREAS, TCCWD is willing to contract for the installation of the plumbing fixtures at the locations shown on Exhibit A as part of the Project provided that TVRPD reimburses TCCWD for all costs, expenses, and fees not otherwise reimbursed to TCCWD through the Grant pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. TCCWD will cause SEI to install the plumbing fixtures listed on Exhibit A at the locations shown on Exhibit A (“work”) in a good and workmanlike manner.
2. TCCWD will pay SEI directly and promptly make applications to the State for reimbursement of all funds expended in performance of the work including staff time and legal fees and costs (“Total Work Cost”) pursuant to the terms of the Grant Agreement, and all applicable laws and regulations.
3. Within 30 days of a written request by TCCWD, TVRPD shall reimburse TCCWD the difference between the Total Work Cost and the amounts reimbursed to TCCWD by the State for the work. The purpose and intent of this provision to insure that TCCWD is reimbursed either by the State or by TVRPD for 100% of the Total Work Cost, including all costs, fees, expenses and other charges incurred in procurement and performance of the work.
4. TCCWD for itself shall not be liable to TVRPD for any warranties, express or implied, such warranties being expressly disclaimed herein.
5. TVRPD agrees, to the fullest extent permitted by law, to indemnify and hold harmless TCCWD, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, caused by TCCWD, or SEI in performance of the services under this Agreement. TVRPD further agrees, to the fullest extent

permitted by law, to indemnify and hold harmless TCCWD, its officers, directors, employees, agents and contractors against all damages, liabilities and costs including reasonable attorney's fees and defense costs, caused by the negligent acts or conduct of TVRPD in connection with performance under this Agreement.

6. Any notice, demand, request, consent, or approval either party desires or is required to give to other party under this Agreement shall be in writing. Notices may be transmitted by personal delivery, certified U.S. mail, return receipt requested, by overnight delivery service next business day. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective five calendar days after the date deposited with the U.S. postal service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices shall be sent to the below addresses.

7. The Project representatives during the term of this Agreement are as follows:

Tehachapi Cummings County Water District  
Attn: Tom Neisler, District Manager  
22901 Banducci Road  
P. O. Box 326  
Tehachapi, CA 93561  
Direct Phone: (661) 771-1119  
Office Phone: (661) 822-5504  
Cell Phone: (661) 331-2308  
Email: [tneisler@tccwd.com](mailto:tneisler@tccwd.com)

Tehachapi Valley Recreation and Parks District  
Michelle Vance, District Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



IN WITNESS WHEREOF, TCCWD and TVRPD have executed this Agreement on the  
date first written above.

TEHACHAPI CUMMINGS COUNTY  
WATER DISTRICT

TEHACHAPI VALLEY RECREATION  
AND PARKS DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Tom Neisler, Manager

By: \_\_\_\_\_  
, Manager

**TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
MAY 16, 2018**

**TOPIC:** Approve Hold Harmless Agreement with Tehachapi Valley Recreation and Parks District for Proposition 84 Grant Implementation

**ITEM FOR:** Action

**PURPOSE:** Approve Hold Harmless Agreement with Tehachapi Valley Recreation and Parks District for Proposition 84 Grant Implementation and Authorize General Manager to Execute

**IMPACT:** Operations, Administration and Budget

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**SUBMITTED BY:** Troy DePriest

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**EXECUTIVE SUMMARY**

Approve Hold Harmless Agreement to indemnify and hold harmless TCCWD in performance of professional services under an Agreement relating to Proposition 84 Grant Implementation.

**BACKGROUND**

The Department of Water Resources of the State of California ("State") entered into an agreement with the Kern Water Bank Authority for implementation of Proposition 84 grant funding which includes funding for TCCWD's Project 3: Tehachapi Regional Water Use Efficiency Project. TCCWD received approval from the State to expand the scope of the project to include commercial grade plumbing fixtures to be installed in public facilities. TCCWD amended its professional services agreement with Southwest Environmental, Inc, ("SEI") to include installation of commercial/penal grade toilets and fixtures. (Amendment 1 dated 4/18/2018).

The Tehachapi Valley Recreation and Parks District ("TVRPD") has requested that TCCWD install certain commercial/penal grade plumbing fixtures at the following public restroom locations in Tehachapi, CA: Brite Lake, Central Park, and Dye Natatorium (County Pool). TCCWD is willing to contract for installation of the plumbing fixtures described in the professional services agreement amendment with SEI dated April 18, 2018 at the above-mentioned locations, provided that the TVRPD reimburses TCCWD for all costs, expenses, fees, not otherwise reimbursed to TCCWD through the Grant.

TCCWD will cause SEI to install the plumbing fixtures at the locations referenced above. TCCWD will pay SEI directly and make applications to the State for reimbursement of all funds expended in performance of the work including staff time, legal fees and costs pursuant to the terms of the Grant agreement. TVRPD will reimburse TCCWD the difference between the "Total Work Cost" and the amounts reimbursed to TCCWD by the State for the work completed. By authorizing this agreement TVRPD agrees to indemnify and hold harmless TCCWD, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorney's fees, caused by TCCWD, or SEI in performance of the services under this Agreement.

#### FISCAL IMPACT

Revenue and Expenditure projections for Fund 84 in the 2018-2019 budget are expected to be approximately \$ 190,000 respectively.

#### COMMITTEE RECOMMENDATION

None.

#### RECOMMENDED MOTION

**"I move that the Board approve a Hold Harmless Agreement with Tehachapi Valley Recreation and Parks District for Proposition 84 Grant Implementation and authorize the General Manager to execute the Agreement."**

#### ATTACHMENTS

Attachment "A" - Agreement Relating to Proposition 84 Grant Implementation  
Attachment "B" - Amendment One dated April 18, 2018 to the Professional Services Agreement with SEI dated September 17, 2014.

**TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AMENDMENT 1)**

THIS AMENDMENT is executed in duplicate by and between the District and the Contractor.

**W I T N E S S E T H:**

WHEREAS, the Contractor has submitted a proposal to the District for the performance of the Work; and

WHEREAS, the District has accepted such proposal and the District and the Contractor desire to execute an Amendment to the agreement setting forth the terms and conditions pursuant to which the Contractor will perform the Work;

NOW, THEREFORE, IT IS AGREED as follows:

**AMENDMENT 1, ARTICLE I.**

1.00. This agreement is an Amendment (Amendment 1) to the agreement between the Tehachapi-Cummings County Water District and Southwest Environmental Inc. (the "Parties") dated September 17, 2014.

1.01 The parties entered into an agreement on September 17, 2014 (attached as Exhibit A) for the following purpose; to eliminate 1000 existing high volume toilets and replace them with water saving toilets in the City of Tehachapi, California. This project is also outlined in Amendment 2 of Grant Agreement No. 4600010582 between the State of California (Department of Water Resources and Kern Water Bank Authority) as Project 3: Tehachapi Regional Water Use Efficiency Project. The costs and scope of this project are more specifically outlined in the above-referenced agreements.

1.02 It is expressly agreed by the parties that this amendment of April 18, 2018 is supplemental to the agreement of September 17, 2014 attached as (Exhibit A) to Addendum 1 which is made part by reference, and all terms, conditions and provisions of the original agreement, unless specifically modified are to apply to this Amendment and are made a part of this Amendment incorporated and included herein.

1.03 Additions: (Scope Expansion of Original Project): The agreement shall be modified, altered and changed only as follows.

(1) Installation of additional and commercial toilets and fixtures at local public facilities are to be included in this amendment. Installation of additional toilets and fixtures specified in the original agreement in Section 1.04; and Installation of commercial toilets and fixtures with specifications listed below are to be included in this amended agreement.

The approximate number of toilet and fixture installations performed multiplied by the amount

the Contractor bid for each installation, which is set forth in the original agreement Section 1.04 and additional Cost Schedule submitted by the Contractor via email correspondence March 30, 2018 and April 11, 2018 as follows:

Acorn Water Closet 1.2 GPF R 2105-W-1-FV with seat and trim pack will be \$1,729.08 for each installation including labor, materials, equipment, and removal of existing fixture.

Penal-Ware Lavatory 1652FALRB with faucets, supply stops and supply lines \$3,644.00 each installation including labor, materials, equipment, and removal of existing fixture.

Acorn Dura-Ware urinal 0.125GPF 1709 HEU \$4,067.50 each installation including labor, materials, equipment, and removal of existing fixture.

Acorn Shower-Ware 450 BBF \$ 3,788.25 each installation including labor, materials, equipment, and removal of existing fixture.

Acorn Penal-Ware 1679 Series- Compact Jet Toilet \$ 2,179.00 each installation including labor, materials, equipment, and removal of existing fixture.

Acorn Siphon Jet Toilet R 2141-3 \$1,945 each installation including labor, materials, equipment, and removal of existing fixture.

1.04 Schedule of additional installations: Contractor to commence work upon execution of this agreement and complete all additional installations and invoice the District by June 28, 2018.


WITNESS WHEREOF, the District and the Contractor have caused this Amendment to be executed as of April 18, 2018.

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By

  
Rick Zanutto  
President, Board of Directors

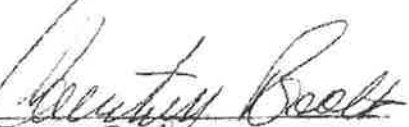
By

  
Lori Bunn  
Secretary, Board of Directors

"District"

SOUTHWEST ENVIRONMETAL, INC.

By

  
Courtney Booth  
President

By

  
Secretary

"Contractor"



## **Tehachapi Valley**

### **Recreation & Park District**

#### **2018 TVRPD BOARD MEETING SCHEDULE**

**Time: All meetings scheduled for 5:30pm unless otherwise posted**

**Location: TVRPD District Office 490 West D Street, Tehachapi, CA 93561**

1/16/18

2/20/18

3/20/18

4/17/18

5/15/18

6/19/18

7/19/18 (Rescheduled) Please note this is a Thursday

8/21/18

9/18/18

10/16/18

11/20/18 (Cancelled)

12/18/18