



**Tehachapi Valley**  
Recreation & Park District

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

**SPECIAL BOARD MEETING  
TUESDAY, FEBRUARY 25, 2014, 5:30 P.M.**

**BOARD OF DIRECTORS**

GAYLE STEWART, CHAIRPERSON  
PAULETTE RUSH, VICE-CHAIRPERSON  
NICK CYR, DIRECTOR  
BRIAN DUHART, DIRECTOR  
CRAIG MIFFLIN, DIRECTOR

**A G E N D A**

**1. FLAG SALUTE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

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

**4. CONSENT CALENDAR**

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

A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3)

**5. AGENDA ITEMS**

- A. Tehachapi Valley Recreation and Park District West Park Facility Field Tour and Discussion of the 2014 Agreement with Tehachapi Little League, (Pages 4-17).

**6. BOARD OF DIRECTORS' TIME**

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

**7. OTHER BUSINESS**

**8. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on March 18, 2014.*



## **Tehachapi Valley**

### **Recreation & Park District**

#### **CERTIFICATE OF POSTING AGENDA**

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the February 25, 2014, Special Board Meeting Agenda was posted at the following public places within the District on Friday, February 21, 2014, at 12:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at [www.tvrpd.org](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 21<sup>st</sup> day of February 2014.

Dated this 21<sup>st</sup> day of February 2014.

---

Carrie Champlin  
Clerk of the Board of Directors

## **AGREEMENT**

**THIS AGREEMENT** made and entered into on this first (1<sup>st</sup>) 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-une 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.



LL

BOARD MEETING

THURSD 1. BACK DUST

THURSDAY

6 PM

## Field Improvements

2014

1. Mata infield (grass removed)
2. electric panel @ Uli replaced
3. gates on Mata and Uli outfields
4. dug out gates
5. infield grass (edges) on Uli
6. service to snack bar (uli) under ground
7. dug out roofs repaired baseball and softball
8. plug at batting cage on reed field needs power
9. finish fence repair (it has been paid already)

1. IRRIGATIONS

1.

1. DAZIN, FIELD

1. CUT EDGES

PERMITS?

MIKE  
+  
STEVE  
TO  
TALK

JAN 11  
JAN 18  
JAN 25

SIGNUPS  
e  
WPAC

9:00 AM

