



Tehachapi Valley
Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, MARCH 18, 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)
- B. Approval of Minutes from the Regular Board Meeting held February 18, 2014 (Pages 4-6)
- C. Approval of Minutes from the Special Board Meeting held February 25, 2014 (Pages 7-10)
- D. Approval of the Job Description for Park Maintenance Worker I/II–
Discussion/Approval, Resolution # 3-14, (Pages 11-16)

- 5. MAINTENANCE FOREMAN REPORT** (Page 17)
- 6. RECREATION SUPERVISOR REPORT** (Page 18)
- 7. DISTRICT MANAGER REPORT** (Page 19)
- 8. FINANCIAL REPORT**
- 9. AGENDA ITEMS**
 - A. Approval of the Preliminary Financial Reports for February 2014 – Discussion/Approval (Pages 20-29)
 - B. Approve Resolution Adopting the Updated Kern County Multi-Jurisdictional Hazard Mitigation Plan – Discussion/Approval, Resolution # 4-14, (Pages 30-34)
 - C. Tehachapi Little League Discussion of West Park Fields, (Pages 35-52)
- 10. BOARD OF DIRECTORS' TIME**

Opportunity for the Board to comment on items not listed on the agenda.
- 11. OTHER BUSINESS**
- 12. ADJOURNMENT**

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on April 15, 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 March 18, 2014, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, March 14, 2014, at 12:00 P.M. approximately:

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

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 14th day of March 2014.

Dated this 14th day of March 2014.



Carrie Champlin
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY FEBRUARY 18, 2014, 5:30 P.M.**

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

BOARD MEMBERS:

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

ALSO PRESENT:

Matt Young, TVRPD District Manager
Laura Lynn Wyatt, GHCSO
Ryan Rush, Kern County
Mike Walsh, TVRPD Maintenance Foreman
LeAnn Williams, TVRPD Recreation Supervisor
David Coopridge, TVRPD Maintenance

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

2. ROLL CALL: Director Duhart was absent.

3. PUBLIC COMMENTS: None.

4. CONSENT CALENDAR

A. Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting 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; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

B. Approval of Minutes from the Regular Board Meeting held January 21, 2014.

Request by Clerk of the Board of Directors to approve the minutes from the January 21, 2014 Regular Board Meeting. BOARD APPROVES MINUTES.

Rush - Cyr : Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

5. MAINTENANCE FOREMAN REPORT

Maintenance Foreman Mike Walsh gave the report.

- Skate Park: Skate Park repairs completed and facility is open. Walsh thanked David Coopride for his work at the Skate Park. Walsh reported that they have changed the Skate Park hours to allow time for repairs.
- Dye Natatorium: Facility is now open. Staff worked on the refurbishment of the floors, restrooms, and dressing rooms. Walsh thanked his staff for their work at the pool facility.
- Professional Development: CPR and First Aid Training complete..

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Run with the Wind Under the Sun 5K: Name change now encompasses the local solar energy industry. Sponsors added for the event include Sun Power, Solar City, Mid-American Renewables, and General Electric. Course change: Route TBA.
- The 4th of July Warrior Run: Williams thanked T-Fitness for being the presenting sponsor. Warrior Boosters will help with the event.
- Pool is now open and we are receiving a lot of positive feedback from the community.
- Survivor Premier will be February 26, 2014 at WPAC for the first fundraiser for Tehachapi Parks Foundation.
- T-Ball: Sign-ups begin January 27, 2014. Season begins April 7, 2014. Ages for T-Ball will be 4 – 6 ½ years. Aimee Hansen is doing a great job coordinating T-Ball this season and has made a few rule changes that will improve the program.
- Adult Men's Basketball League: Sign-ups began January 20, 2014. League will begin March 17, 2014. Games to be held at WPAC.
- Williams presented the Board with the sponsorships that have been promised to TVRPD year to date.
- Williams applying for grants from Bank of the Sierra, General Electric, and Southern California Edison.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- Sponsorships are a good thing for the District and thanks the community for their support of the District. Young thanked Williams for her work with the community to secure sponsorships for the District. Director Mifflin thanked Williams for her sponsorship work.
- Fishing Derby will be a great event. Brite Lake water level is high and we have had several thousand pounds of fish stocked by the California Department of Fish and Game.
- Meadowbrook Park Update: District Manager Young will meet with Quad Knopf this week to see the three conceptual site plans. The date of the public forum TBA. Young will update GHCSO at their Board meeting. Laura Lynn Wyatt from GHCSO stated she fully supports the Meadowbrook project.
- Tehachapi Parks Foundation Update: Foundations first fundraiser will be February 26 at WPAC.
- CPRS: Young is on the Development and Operations Board for CPRS as the Region 3 representative. Young attended the CPRS Executive Summit. Young and staff will attend the CPRS Conference and Expo next month.

9. AGENDA ITEMS

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

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR JANUARY, 2014.

Cyr - Rush : Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

10. BOARD OF DIRECTORS TIME:

Chairperson Stewart encouraged everyone to attend the "Cast Away" fundraiser for the Tehachapi Parks Foundation, Wednesday February 26, 2014 that will be held at the West Park Activity Center.

11. OTHER BUSINESS: None.

12. ADJOURNMENT

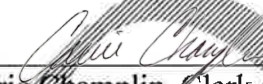
Having no further business the meeting was adjourned at 6:00 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on March 18, 2014.

Rush - Cyr : Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

Respectfully Submitted,


Carrie Champlin, Clerk of the Board

**MINUTES OF THE SPECIAL BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY FEBRUARY 25, 2014, 5:30 P.M.**

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

BOARD MEMBERS:

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

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

2. ROLL CALL: All present.

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.

Rush - Duhart : Ayes: Stewart; Rush; Cyr; Duhart; Mifflin

Noes: None. Motion carried.

Absent: None

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.

District Manager Young read a statement outlining his and Tehachapi Valley Recreation and Park District's history, mission, current projects, current partnerships, and future goals.

Statement received and filed.

District Manager Young explained that he and TVRPD Maintenance Foreman Mike Walsh met with Tiffany Ledesma, and three other Board members from Tehachapi Little League to discuss 2014 field improvements. During the meeting the proper process to submit and request approval from TVRPD for any improvements or work to be completed at the West Park fields were discussed.

A couple of weeks after the meeting District Manager Young was informed by Mike Walsh that Tehachapi Little League was working on projects at the West Park fields that had not been submitted to or approved by TVRPD. District Manager Young then contacted Tehachapi Little League's Board President to inform them that the unapproved work to West Park fields was to stop. When District Manger Young did not receive a reply from Tehachapi Little League, he then stopped Tehachapi

Little League operations. Tehachapi Little League practices were approved to continue and were not disrupted. All work to West Park fields by TLL was halted until further notice. District Manager Young stated that some of the unapproved projects pose public safety hazards.

A list of approved field improvements for the 2014 TLL season was given the TVRPD Board members.

Board members and audience took a tour of the West Park fields to see the unapproved projects, and soil compaction damage caused by TLL driving vehicles on park grounds. Infield irrigation, brick dust, fencing, dugout condition, fire hose installation, sprinkler and gopher holes were also toured and discussed.

Meeting resumed in boardroom at 6:15 P.M.

Chairperson Stewart made a statement that we are here this evening to discuss the 2014 contract between TLL and TVRPD. We are here to establish procedures that will help make these two organizations great partners. Every person on this Board sincerely understands and supports the good things that TLL brings to our community.

District Manager Young stated that TLL is in breach of contract and referred to section 13 of the 2014 contract between Tehachapi Little League and Tehachapi Valley Recreation and Park District. Young also stated that we are not here to cancel Tehachapi Little Leagues contract.

District Manager Young referred the matter to legal counsel Marc Dennison from Clifford and Brown Law. Mr. Dennison referred the Board to the contract and read section thirteen. Wording is as follows:

Section 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.”

Chairperson Stewart suggested a pre-season walk through of West Park fields with District management, staff and Tehachapi Little League’s Board next year in order to improve communication.

Director Duhart stated that we need to prioritize what needs to be done to address the safety issues so we can move forward.

Tiffany Ledesma, President of TLL stated that irrigation was discussed with District Manager Young but infield sprinklers were not specifically discussed. Mrs. Ledesma also stated that TLL is comprised of volunteers and that there were problems with scheduling on

both sides.

A person from the audience made a comment that was out of order. (Name not stated)

Chairperson Stewart called for the meeting to come to order.

Meeting resumed.

Director Cyr stated that the District does have deficiencies that need to be addressed and we are not denying that. Director Cyr also stated that District Manager Young is highly qualified to address the needs of the District and he has confidence in his management of the District. Director Cyr also reminded everyone that District Manager Young has many properties to take care of in the District and meets with many people and organizations.

Susan Wiggins spoke as a grandmother stating that she believes TLL is the gold standard. She encouraged everyone to calmly sit down and work out the partnership.

Joel Peel stated that the women's softball fields need to be maintained better.

Several people in the audience (full names not given) made statements supporting TLL's work and that the problem is miscommunication.

Doug Donkles, TLL Board member took responsibility for driving his vehicle on park grounds and installing the infield sprinkler system. Mr. Donkles stated that he understands that TVRPD is in need of more staff and also understands budget constraints. He stated that we need to come together and work together. He suggested that TVRPD staff go see the fields in Bakersfield that have infield sprinklers and that those fields are the gold standard in Kern County. He said that the sprinklers system is better than using hoses to water the infield. There was discussion and disagreement regarding the communication between Mr. Lee, TLL Board member and TVRPD Maintenance Foreman Mike Walsh.

Mr. Walsh stated that he has been involved with TLL for over thirteen years and is very supportive of the organization. Mr. Walsh addressed the meeting that took place with TLL and that irrigation was not addressed at that meeting. Mr. Walsh also stated that he is available 24/7 for phone calls and that he did not receive any messages from TLL. He stated that there is miscommunication within TLL and that he had established that one person would contact him from both softball and baseball for communication between TLL and himself.

District Manager Young stated that TLL was working on a field and turned off a water valve at West Park without notification last weekend. This turned off water to the West Park Activity Center leaving the facility without water where we had our first and second grade basketball program in session. TLL needs to follow proper procedures so this does not happen.

Director Mifflin said obviously there is miscommunication. Director Mifflin also stated that TLL needs to understand that regardless of how responsive or unresponsive staff is, TLL cannot make changes or improvements to the West Park property without written approval from TVRPD. This is very clear in the contract. We need to make a plan and move forward. Jeff Aarons, Little League Regional Representative discussed Little League's chain of command, background check procedure and said that the two agencies need to talk to each other to work together to resolve these issues.

TLL President Ledesma asked what the TVRPD Board wants TLL to do to get back within the boundaries of their contract. We need to move forward because opening day is less than a month away.

Director Duhart directed District Manager Young and Mike Walsh to make a schedule of what needs to be done. Mr. Lee asked that they allow enough time for TLL to make the required changes and to take the volunteers' schedule into account.

LeAnn Williams presented safety hazard research to the Board regarding turf compaction, sprinkler heads and gopher holes. All are hazards and need to be addressed.

District Manager Young directed staff to perform a safety inspection and assessment.

Director Cyr suggested purchasing a few sheets of plywood to use as a pathway for vehicles to drive on park property. Director Cyr stated that TVRPD staff will need to show TLL what the best path would be for access to the property.

Mr. Lee stated that he wants to help fix the ruts in the turf.

Director Cyr stated that the problem is communication and to alleviate this problem, TLL and TVRPD needs to have one point of contact to address problems and to communicate effectively.

Director Cyr stated that he is comfortable with the contract and that TLL needs to follow the contract.

Vice-Chairperson Rush stated that we need to start over with open communication to work out the issues and she believes that no one will work harder for TLL than District Manager Young.

TLL President Ledesma asked for clarification on the communication and written approval processes.

Mr. Aarons stated that the fire hose goes against the ASAP program and should be removed.

Director Mifflin stated that all email communication from TLL goes to Matt Young. Mrs.

Ledesma stated that the email communication should be sent to her and the entire TLL Board.

District Manager Young stated that he will coordinate with Mike Walsh and make an action plan and will work with TLL for volunteer efforts to address the safety hazards.

Legal counsel Marc Dennison stated that the preferred method for communication between the two agencies is a written letter and is what he recommends. Both TLL President Ledesma and District Manager Young will need to sign the written letters of communication and agreement.

TLL President Ledesma agreed that everything from this point forward will be in written form.

6. BOARD OF DIRECTORS TIME:

Director Cyr stated that the dugout is high priority and needs to be fixed as soon as possible.

Director Cyr offered his help to repair the dugouts.

7. OTHER BUSINESS: None.

8. ADJOURNMENT

Having no further business the meeting was adjourned at 7:38 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on March 18, 2014.

Rush - Mifflin : Ayes: Stewart; Rush; Cyr; Duhart; Mifflin

Noes: None. Motion carried.

Absent: None

Respectfully Submitted,


Carrie Champlin, Clerk of the Board



Tehachapi Valley

Recreation & Park District

PARK MAINTENANCE WORKER I/II

POSITION: PARK MAINTENANCE WORKER I/II
REPORTS TO: MAINTENANCE FOREMAN

CATEGORY: FULL TIME
FLSA STATUS: NON-EXEMPT

POSITION SUMMARY

Under the general supervision of the Maintenance Foreman, the Park Maintenance Worker performs a variety of semi-skilled and/or skilled tasks in maintenance and landscape work for District parks and facilities and operates equipment in the construction, operation, maintenance, and repair of District parks, landscaping, buildings, and facilities. Performs other duties as assigned. The Park Maintenance Worker series provides two levels ranging from training level (I) to journey level (II).

DISTINGUISHING CHARACTERISTICS

Park Maintenance Worker I – This is the entry level class in the Park Maintenance Worker series. Positions in this class usually perform most of the duties required of the Maintenance Worker II but are not expected to function at the same skill level and usually exercise less independent direction and judgment on matters related to work procedures and methods.

Park Maintenance Worker II – This is an advanced employment class in the Park Maintenance Worker series. Positions within this class are normally filled by advancement from the Maintenance Worker I class, or filled from the outside. Maintenance Worker II requires prior experience in the construction and maintenance of parks, public facilities, or comparable facilities, knowledge of horticulture principles and practices including installing and maintenance of landscaping, irrigation systems, and/or arboricultural principles and practices. Appointment at the level II series requires the employee be performing substantially the full range of duties for the class and meet the qualification standards for the class.

All positions assigned to the class require the ability to work independently exercising judgment and initiative. Duties will normally require the ability to operate a full range of mechanical equipment and tools related to the specific functional assignment.

SUPERVISION RECEIVED

Park Maintenance Worker I – Receives immediate supervision from higher level staff progressing to general supervision over time with training and demonstrated work performance.

Park Maintenance Worker II – Receives general level supervision from higher level staff. Technical and/or functional supervision is provided by the Maintenance Foreman.

SUPERVISION EXERCISED

Park Maintenance Worker I – Generally no direct supervision. May provide technical or informational guidance on a project basis to seasonal and other staff.

Park Maintenance Worker II – Task assignments may require that the level II position provides technical supervision to Park Maintenance Worker I personnel, seasonal workers within the District, and occasionally may provide supervision to volunteer workers as assigned.

ESSENTIAL FUNCTIONS

Functions may include, but are not limited to, the following:

- Provides positive public relations, customer information and assistance.
- Leads and/or works with a crew in park maintenance and trades work.
- Responds to complaints regarding functional areas such as tree conditions, ball field conditions, irrigation problems, park, building and lighting, water leaks, park facilities issues; evaluates situation; explains findings to Maintenance Foreman.
- Maintains a variety of records relating to inspections, maintenance activity, materials supply, inventory, etc.
- Inspects and/or repairs play equipment at frequent intervals to insure that all aspects of the equipment are safe, according to *Playground Safety Guidelines* and functioning properly.
- Installs and maintains park benches, tables, fences, signs, water features, lighting and related structures in conformance with established professional practices and safe working methods.
- Safely operates vehicles and landscape equipment around the public in the performance of routine and skilled labor in the field and facilities.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to the Maintenance Foreman; cleans equipment.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance projects as part of an irrigation crew, including trenching, laying pipe, and backfilling.
- Maintains athletic fields including original layouts such as installation and leveling of surfaces; base positioning and installation; layout of all fields.
- Applies various pesticides, herbicides, fungicides and other related chemicals in park and recreation areas.
- Reports the following to the Maintenance Foreman, or designated staff person:
 - Any violation of TVRPD ordinances, rules and regulations involving injuries/accidents, property damages, theft, repeated violations or incidents requiring law enforcement and/or emergency medical service response.
 - All other health and safety hazards noticed.
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties as assigned.

QUALIFICATIONS

Core Competencies and Skill Sets

- Knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities including: hazards associated with the work and proper safety precautions; traffic laws, ordinances and rules involved in maintenance and heavy equipment operations; purposes and uses of a variety of vehicles, equipment, power tools and hand tools including pneumatic, and hydraulic equipment; standards relating to the installation, location and required maintenance of plumbed and electrical features; properties of athletic field materials, construction materials, paints, and a variety of other materials used in maintenance work; equipment, methods, and materials used in the installations, repair, maintenance and cleaning of District parks and facilities, preparation and operation of spray painting equipment; methods of installing and maintaining play equipment.

- Ability to perform semi-skilled and skilled maintenance, construction, and repair work in the area of work assigned; perform heavy manual tasks in the absence of close supervision.
- Ability to learn and comprehend information from Procedures Manuals and established safety principles and practices.
- Ability to read and interpret basic maps, plans and diagrams and understand and carry out written and oral instructions.
- Ability to establish and maintain effective working relationship with employees, volunteers and other organizational agents.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Commitment to providing outstanding customer service.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.

Personal Attributes

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively with park patrons; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

Education, Training, & Experience

- A. High school graduate or GED equivalent and,
- B. Any equivalent of education and experience

Licenses and Certificates

- Valid California Class C Drivers License along with a driving record acceptable to the District and the District's insurance carrier.
- First Aid/CPR certified or willness to obtain in three (3) months.

PHYSICAL DEMANDS & WORKING CONDITIONS

- Ability to lift 50 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
 - Indoor office environment; and
 - Outdoor environmental conditions regardless of weather conditions.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Occasional exposure to dust, noise, and fumes, weather extremes and biological wastes.
- Required to work nights, weekends, holidays, and multiple shifts when needed.

ADDITIONAL INFORMATION

Employment is contingent on satisfactory DMV and DOJ background check, including fingerprinting.

Employees must complete three (3) months of satisfactory probation.

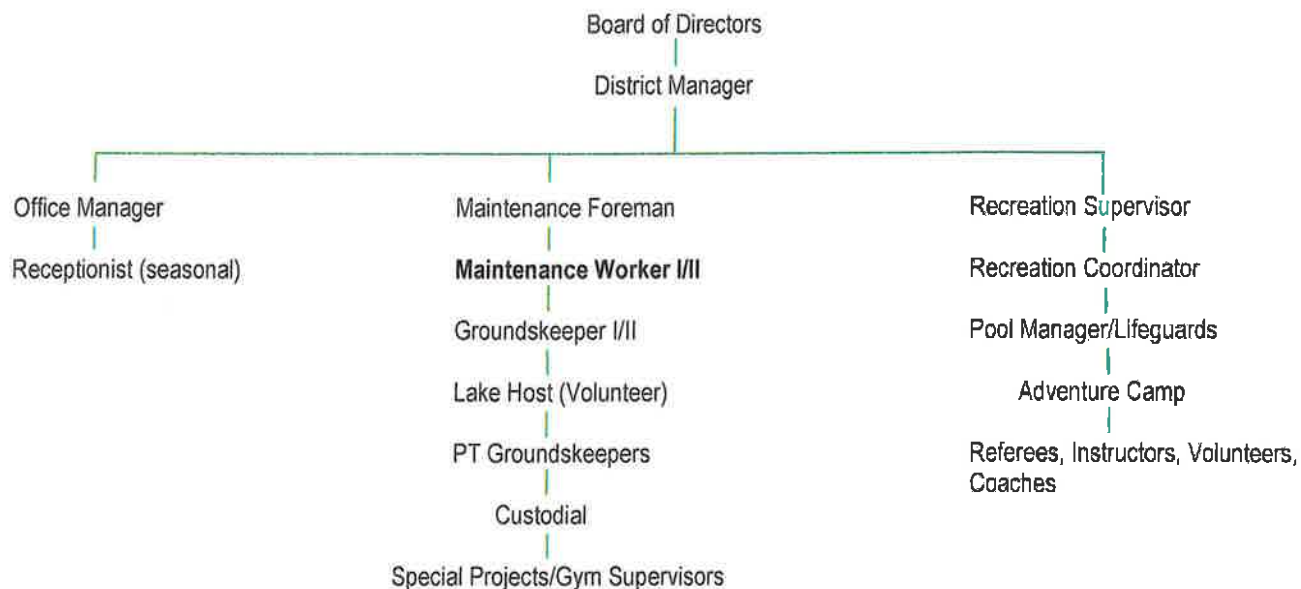
SALARY RANGE

Park Maintenance Worker I \$10.00 – 13.50 Hourly

Park Maintenance Worker II \$14.00 – 18.00 Hourly

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

ORGANIZATIONAL RELATIONSHIP



CLASS HISTORY:

Adopted: 3/18/14

Revised:

Title Change:

Maintenance Update:

Abolished:

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

IN THE MATTER OF

JOB DESCRIPTION FOR PARK MAINTENANCE WORKER I/II

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 March 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 3-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE JOB DESCRIPTION FOR
THE POSITION OF PARK MAINTENANCE WORKER I/II**

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) has established in its organizational structure that the position of Park Maintenance Worker I/II is necessary for the functioning of the department; and

WHEREAS, a job description is needed for the position; and

WHEREAS, a job description has been developed and reviewed by counsel; and

WHEREAS, the board desires to adopt said job description.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve a job description for the position of Park Maintenance Worker I/II.



Tehachapi Valley
Recreation & Park District

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

March 18, 2014

Maintenance Foreman Report

Facilities report

1. Central Park
 - Slide replaced
 - Scout Hut heater repaired
 - Scout Hut water heater repaired
2. Dye Natatorium
 - Repairs
3. West Park
 - Remove posts in front of office
 - Remove and replace dugout roof – Mata field
 - Install dugout support post – Mata field

Operator Permit – pesticide applications

Professional Development

- Landscape/ Pesticide Seminar
- CPRS Conference



Tehachapi Valley

Recreation & Park District

AGENDA ITEM 6

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

March 18, 2014

Recreation Supervisor Report

1. Fishing Derby
2. Technical Fishing Seminar
3. CYSA certification
4. Tee Ball
5. Men's Basketball
6. Youth Basketball Recap
7. CPRS Recap



Tehachapi Valley

Recreation & Park District

AGENDA ITEM 7

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

March 18, 2014

District Manager Report

1. Eagle Scout appreciation: Adam Picknard, Troop 136
2. Staff attended 2014 CPRS Conference & Expo
3. Meadowbrook Public Workshop March 25
4. TVRPD staff recognition and appreciation

**Tehachapi Valley Recreation & Parks
District
Financials
February 2014**

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District Balance Sheet

As of February 28, 2014

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	291,239.58
1003 Cash in County Treasury-Quimby	23,848.98
Total 1000 Cash in County Treasury Special Revenue Fund	<u>315,088.56</u>
1004 Check BOTS 4470	100,319.38
1005 County Treasury Capital Projects Fund	488,634.39
1051 Change Fund	700.00
1100 Petty Cash Fund	<u>200.00</u>
Total Bank Accounts	<u>\$904,942.33</u>
Accounts Receivable	
1200 Accounts Receivable	<u>3,216.93</u>
Total Accounts Receivable	<u>\$3,216.93</u>
Other current assets	
1070 Prepaid Expenses	12,072.19
1092 Credit Card Receivables	460.00
1215 Scholarship Revenues Receivable	<u>460.00</u>
Total Other current assets	<u>\$12,992.19</u>
Total Current Assets	<u>\$921,151.45</u>
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,446,433.41
1163 Equipment	542,749.03
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	<u>-2,325,382.00</u>
Total Fixed Assets	<u>\$1,064,667.17</u>
TOTAL ASSETS	<u><u>\$1,985,818.62</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	<u>12,753.61</u>
Total Accounts Payable	<u>\$12,753.61</u>
Credit Cards	

2010 Cardmember Services Payable	2,214.41
2014 Home Depot Payable	513.15
Total Credit Cards	\$2,727.56
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	3.01
2208 Kern County Loan Payable	100,000.00
2210 Payroll Liabilities	
2211 CalPERS Payable	-0.01
2231 Health Plan Payable	-853.43
2250 Payroll Tax Liabilities	7,054.38
Total 2210 Payroll Liabilities	6,200.94
2260 Veterans Memorial Fund Payable	1,526.17
Total Other Current Liabilities	\$128,417.46
Total Current Liabilities	\$143,898.63
Total Liabilities	\$143,898.63
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	-50,850.92
Total Equity	\$1,841,919.99
TOTAL LIABILITIES AND EQUITY	\$1,985,818.62

Wednesday, Mar 12, 2014 11:30:34 AM PDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District

Profit and Loss

February 2014

	Total	
	Feb 2014	Jul 2013 - Feb 2014 (YTD)
Income		
4010 Property Taxes	15,045.73	373,580.30
4020 Interest Income		2,477.24
4030 Adult Program Revenues	1,773.75	3,599.75
4050 Facility Revenue	9,069.55	70,953.91
4200 Contracted Classes Revenues	682.00	9,181.00
4210 Events Revenues	120.00	15,160.69
4213 Sponsorship Revenues	2,300.00	8,000.00
4300 Youth Program Revenues	7,200.23	51,822.63
4610 Billable Expense Income		8,235.32
4650 Discounts given		-30.00
4704 Sales		393.09
Total Income	\$36,191.26	\$543,373.93
Cost of Goods Sold		
5001 Adult Program Costs	415.60	436.08
5004 Contracted Classes Costs	1,864.98	9,705.98
5005 Events Costs	746.12	15,811.88
5008 Youth Program Costs	2,621.06	16,932.88
5704 Purchases for Resale		129.50
Total Cost of Goods Sold	\$5,647.76	\$43,016.32
Gross Profit	\$30,543.50	\$500,357.61
Expenses		
6000 Employee Costs	52,640.37	336,176.80
7010 Advertising & Marketing	1,199.60	12,802.44
7020 Bank Service Charges	347.54	3,634.93
7025 Cash Short/Over		2.75
7026 Charitable Contribution		3,000.00
7030 Dues & Subscriptions		1,855.40
7035 Equipment Rents & Leases	549.50	3,028.01
7050 Insurance	1,469.33	9,147.16
7056 Interest Expense		204.69
7060 Licenses & Fees	590.00	2,127.00
7070 Maintenance	7,000.59	52,987.00
7080 Master Plan Expenses		51,275.69
7084 Meals & Entertainment	137.12	277.56
7090 Office Supplies	404.15	7,431.72
7120 Professional Development	170.00	6,216.12
7150 Professional Fees	2,931.25	35,129.53

7170 Publications & Legal		74.70
7180 Security	72.00	942.75
7210 Telephone	1,804.42	8,141.30
7230 Uniforms & Apparel	218.99	3,618.78
7250 Utilities	4,075.70	50,739.62
Total Expenses	\$73,610.56	\$588,813.95
Net Operating Income	\$ -43,067.06	\$ -88,456.34
Other Income		
8040 TVRPD Development Fee Revenues	4,274.00	44,877.00
Total Other Income	\$4,274.00	\$44,877.00
Other Expenses		
8505 Quimby Expense		7,271.58
Total Other Expenses	\$0.00	\$7,271.58
Net Other Income	\$4,274.00	\$37,605.42
Net Income	\$ -38,793.06	\$ -50,850.92

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Tehachapi Valley Recreation and Park District Profit & Loss Prior Year Comparison

July 2013 - February 2014

	Total			
	Jul 2013 - Feb 2014	Jul 2012 - Feb 2013 (PY)	Change	% Change
Income				
4010 Property Taxes	373,580.30	432,042.35	-58,462.05	-13.53 %
4020 Interest Income	2,477.24	1,466.24	1,011.00	68.95 %
4030 Adult Program Revenues	3,599.75	28,220.68	-24,620.93	-87.24 %
4050 Facility Revenue	70,953.91	74,468.05	-3,514.14	-4.72 %
4200 Contracted Classes Revenues	9,181.00	12,629.50	-3,448.50	-27.31 %
4210 Events Revenues	15,160.69	13,218.52	1,942.17	14.69 %
4213 Sponsorship Revenues	8,000.00		8,000.00	
4300 Youth Program Revenues	51,822.63	76,264.21	-24,441.58	-32.05 %
4610 Billable Expense Income	8,235.32		8,235.32	
4650 Discounts given	-30.00		-30.00	
4704 Sales	393.09		393.09	
Total Income	\$543,373.93	\$638,309.55	\$ -94,935.62	-14.87 %
Cost of Goods Sold				
5001 Adult Program Costs	436.08	1,309.27	-873.19	-66.69 %
5004 Contracted Classes Costs	9,705.98	5,335.13	4,370.85	81.93 %
5005 Events Costs	15,811.88	5,990.18	9,821.70	163.96 %
5008 Youth Program Costs	16,932.88	15,240.43	1,692.45	11.11 %
5704 Purchases for Resale	129.50		129.50	
Total Cost of Goods Sold	\$43,016.32	\$27,875.01	\$15,141.31	54.32 %
Gross Profit	\$500,357.61	\$610,434.54	\$ -110,076.93	-18.03 %
Expenses				
6000 Employee Costs	336,176.80	312,382.50	23,794.30	7.62 %
7010 Advertising & Marketing	12,802.44	14,500.69	-1,698.25	-11.71 %
7020 Bank Service Charges	3,634.93	1,787.05	1,847.88	103.40 %
7025 Cash Short/Over	2.75	-329.32	332.07	100.84 %
7026 Charitable Contribution	3,000.00		3,000.00	
7030 Dues & Subscriptions	1,855.40	945.00	910.40	96.34 %
7035 Equipment Rents & Leases	3,028.01	1,313.31	1,714.70	130.56 %
7050 Insurance	9,147.16	9,147.67	-0.51	-0.01 %
7056 Interest Expense	204.69	70.13	134.56	191.87 %
7060 Licenses & Fees	2,127.00	645.00	1,482.00	229.77 %
7070 Maintenance	52,987.00	52,420.76	566.24	1.08 %
7080 Master Plan Expenses	51,275.69	48,747.89	2,527.80	5.19 %
7084 Meals & Entertainment	277.56		277.56	
7085 Misc Prior Year Adjustments (deleted)		3,539.73	-3,539.73	-100.00 %
7090 Office Supplies	7,431.72	6,920.88	510.84	7.38 %
7120 Professional Development	6,216.12	2,910.31	3,305.81	113.59 %
7150 Professional Fees	35,129.53	69,607.77	-34,478.24	-49.53 %
7160 Property Tax Collection Fee		-25.00	25.00	100.00 %
7170 Publications & Legal	74.70		74.70	
7180 Security	842.75	4,152.40	-3,309.65	-79.25 %

7100 Security	942.70	1,155.10	-210.40	-18.23 %
7210 Telephone	8,141.30	8,432.53	-291.23	-3.45 %
7230 Uniforms & Apparel	3,618.78	263.52	3,355.26	1,273.25 %
7250 Utilities	50,739.62	79,497.40	-28,757.78	-36.17 %
Total Expenses	\$588,813.95	\$613,931.00	\$ -25,117.05	-4.09 %
Net Operating Income	\$ -88,456.34	\$ -3,496.46	\$ -84,959.88	-2,429.88 %
Other Income				
8040 TVRPD Development Fee Revenues	44,877.00	8,548.00	36,329.00	425.00 %
Total Other Income	\$44,877.00	\$8,548.00	\$36,329.00	425.00 %
Other Expenses				
8505 Quimby Expense	7,271.58	76,617.89	-69,346.31	-90.51 %
Total Other Expenses	\$7,271.58	\$76,617.89	\$ -69,346.31	-90.51 %
Net Other Income	\$37,605.42	\$ -68,069.89	\$105,675.31	155.25 %
Net Income	\$ -50,850.92	\$ -71,566.35	\$20,715.43	28.95 %

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Tehachapi Valley Recreation and Park District

Statement of Cash Flows

July 2013 - February 2014

	Total
OPERATING ACTIVITIES	
Net Income	-50,850.92
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-2,216.93
1070 Prepaid Expenses	-9,159.91
1080 Accrued Employee PR Deductions	3,765.57
1092 Credit Card Receivables	670.00
1215 Scholarship Revenues Receivable	-460.00
2000 Accounts Payable	-22,703.47
2010 Cardmember Services Payable	-383.10
2014 Home Depot Payable	-268.61
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	3.01
2208 Kern County Loan Payable	100,000.00
2211 Payroll Liabilities:CalPERS Payable	-729.88
2221 Payroll Liabilities:Garnishment Payable	-134.68
2231 Payroll Liabilities:Health Plan Payable	-853.43
2250 Payroll Liabilities:Payroll Tax Liabilities	7,054.38
2260 Veterans Memorial Fund Payable	-328.78
Net cash provided by operating activities	\$8,083.01
INVESTING ACTIVITIES	
1163 Equipment	-6,517.81
Net cash provided by investing activities	\$ -6,517.81
Net cash increase for period	\$1,565.20
Cash at beginning of period	903,377.13
Cash at end of period	<u>\$904,942.33</u>

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Tehachapi Valley Recreation and Park District

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

July 2013 - February 2014

	Total			
	Actual	Budget	Remaining	% Remaining
Income				
4010 Property Taxes	373,580.30	732,272.00	358,691.70	48.98 %
4020 Interest Income	2,477.24	1,500.00	-977.24	-65.15 %
4030 Adult Program Revenues	3,599.75	29,360.00	25,760.25	87.74 %
4050 Facility Revenue	70,953.91	98,705.00	27,751.09	28.12 %
4200 Contracted Classes Revenues	9,181.00	23,100.00	13,919.00	60.26 %
4210 Events Revenues	15,160.69	29,050.00	13,889.31	47.81 %
4213 Sponsorship Revenues	8,000.00		-8,000.00	
4300 Youth Program Revenues	51,822.63	102,940.00	51,117.37	49.66 %
4610 Billable Expense Income	8,235.32		-8,235.32	
4650 Discounts given	-30.00		30.00	
4704 Sales	393.09		-393.09	
Total Income	\$543,373.93	\$1,016,927.00	\$473,553.07	46.57 %
Cost of Goods Sold				
5001 Adult Program Costs	436.08	1,783.00	1,346.92	75.54 %
5004 Contracted Classes Costs	9,705.98	9,487.00	-218.98	-2.31 %
5005 Events Costs	15,811.88	22,319.00	6,507.12	29.16 %
5008 Youth Program Costs	16,932.88	30,400.00	13,467.12	44.30 %
5704 Purchases for Resale	129.50		-129.50	
Total Cost of Goods Sold	\$43,016.32	\$63,989.00	\$20,972.68	32.78 %
Gross Profit	\$500,357.61	\$952,938.00	\$452,580.39	47.49 %
Expenses				
6000 Employee Costs	336,176.80	600,113.00	263,936.20	43.98 %
7010 Advertising & Marketing	12,802.44	15,000.00	2,197.56	14.65 %
7020 Bank Service Charges	3,634.93	2,700.00	-934.93	-34.63 %
7025 Cash Short/Over	2.75		-2.75	
7026 Charitable Contribution	3,000.00		-3,000.00	
7030 Dues & Subscriptions	1,855.40	2,200.00	344.60	15.66 %
7035 Equipment Rents & Leases	3,028.01	3,700.00	671.99	18.16 %
7050 Insurance	9,147.16	18,000.00	8,852.84	49.18 %
7056 Interest Expense	204.69		-204.69	
7060 Licenses & Fees	2,127.00	2,500.00	373.00	14.92 %
7070 Maintenance	52,987.00	92,310.00	39,323.00	42.60 %
7080 Master Plan Expenses	51,275.69		-51,275.69	
7084 Meals & Entertainment	277.56		-277.56	
7090 Office Supplies	7,431.72	13,000.00	5,568.28	42.83 %
7120 Professional Development	6,216.12	10,000.00	3,783.88	37.84 %
7150 Professional Fees	35,129.53	51,700.00	16,570.47	32.05 %

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	942.75	1,390.00	447.25	32.18 %
7210 Telephone	8,141.30	16,270.00	8,128.70	49.96 %
7230 Uniforms & Apparel	3,618.78		-3,618.78	
7250 Utilities	50,739.62	89,805.00	39,065.38	43.50 %
Total Expenses	\$588,813.95	\$927,188.00	\$338,374.05	36.49 %
Net Operating Income	\$ -88,456.34	\$25,750.00	\$114,206.34	443.52 %
Other Income				
8040 TVRPD Development Fee Revenues	44,877.00		-44,877.00	
Total Other Income	\$44,877.00	\$0.00	\$ -44,877.00	0.00%
Other Expenses				
8505 Quimby Expense	7,271.58	19,698.00	12,426.42	63.08 %
Total Other Expenses	\$7,271.58	\$19,698.00	\$12,426.42	63.08 %
Net Other Income	\$37,605.42	\$ -19,698.00	\$ -57,303.42	290.91 %
Net Income	\$ -50,850.92	\$6,052.00	\$56,902.92	940.23 %

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SUMMARY

KERN MULTI-JURISDICTION HAZARD MITIGATION PLAN UPDATE

1. The purpose of the Kern Multi-Jurisdiction Hazard Mitigation Plan is to assess risks posed by natural hazards that affect jurisdictions in Kern County and identify ways to reduce those risks.
 - A. Think of the Plan as a loss prevention plan, as in preventing losses to jurisdictions when natural disasters hit.
2. Federal law (the Disaster Mitigation Act of 2000) requires jurisdictions to have a hazard mitigation plan.
3. The Federal Emergency Management Agency (FEMA) approves the Plan after Cal OES reviews it and forwards it to them.
4. **We are currently at the FEMA "Approvable Pending Adoption" part of the process.**
5. The Plan was first prepared in 2005 and has been in the process of being updated since fall 2011. The 65 jurisdictions on the attached list make up the "Multi-Jurisdiction" aspect of the Plan.
6. The Plan has an overarching mission, associated goals and objectives to accomplish the mission, strategies to achieve each goal, and mitigation proposals to implement the strategies.
7. During the Plan update process, the 65 jurisdictions have already completed the following tasks:
 - A. Revised the original Plan,
 - B. Developed a public participation strategy,
 - C. Revisited and updated Plan components, and
 - D. Reviewed and commented on draft versions of the Plan.
8. To complete the process, each jurisdiction must approve a resolution that adopts the updated Plan as an official plan.
 - A. In the near future, Kern County OES staff, the Plan Update Coordinator, will distribute templates that can be used to prepare a resolution and optional background information for the jurisdiction's governing body.
9. Once the process is completed and FEMA issues final approval of the updated Plan, it will be valid for five years.
 - A. **During the five-year term, your jurisdiction will be eligible to apply for certain grant funds through FEMA. This could potentially result in your jurisdiction receiving grant funds, particularly if it were to sustain damage to its infrastructure during a disaster.**
10. During the five-year term, OES staff will coordinate a review of the Plan at least annually.
 - A. During each review, OES staff will seek input from all of the 65 jurisdictions.
11. A couple of years before the end of the five-year term, the Plan update process will begin anew.
12. The entire updated Plan that is approvable pending adoption, as well as the original Plan that was updated, can be viewed here (http://www.kerncountyfire.org/index.php?option=com_content&view=article&id=27&Itemid=36).

Jurisdiction	Lead Point of Contact	Jurisdiction	Lead Point of Contact
Airport Districts		Recreation and Park Districts	
Indian Wells Valley Airport District	Seymour, Scott	Buttonwillow Recreation and Parks	Houchin, Regina Parsons, Marie West, Joe
Mojave Air and Space Port (formerly East Kern Airport District)	Wojlkiewicz, Kevin	North of the River Recreation and Parks	
City of Arvin	Armstrong, Olan	Shafter Recreation and Parks	Gonzalez, Ralph
City of Bakersfield	Huot, Chris	Tehachapi Valley Recreation and Parks	Wood, James Young, Matt
City of California City	Hurtado, Amy	Wasco Recreation and Parks	Brown, Danny
City of Delano	Armstrong, Jeff Carino, Richelle	West Side Recreation and Parks	Clark, Les
City of Maricopa	McCabe, Mike		
City of McFarland	Robison, Lauri	Sanitation Districts	
City of Ridgecrest	McNamara, Dennis	North of River Sanitary District	Griffin, LaRue
City of Shafter	Alexander, Matthew		
City of Taft	Clausen, Wayne		
City of Tehachapi	George, Sunayana Jones, Craig?	School Districts A-L	
City of Wasco	Kirk, Christopher	Bakersfield City School District	Hamlin, Michael
	Allen, Dan	Buttonwillow Union School District	Baugh, Dana
	Paris, Paul	Delano Joint Union High School District	Houchin, Regina
Community Service Districts		Edison School District	Gonzalez, Saul Hay, James?
Arvin Community Services District	Pantoja, Fernando	Elk Hills School District	Carter, Matt
Bear Valley Community Services District	Yeakley, John Hodge, Jeff	Fairfax School District	Tensley, Jeff
East Niles Community Services District	Johnson, Tony	Kern Community College District	Coleman, Michael
Golden Hills Community Services District	White, Larry	Kern High School District	Galindo, Suzanne
Rosamond Community Services District	Fisher, William	Kernville Union School District	Shipley, Russell
Stallion Springs Community Services District	Sides, Mike	Lost Hills Union School District	Evans, Nikolle Hart, Jeff
	Perez, Steve		
	Garrison, MaryBeth		
County A-M		School Districts M-Z	
Ag Commissioner	Villicana, Manuel	Mojave Unified School District	Thompson, Susan
Airports	Brewster, Ron	Panama-Buena Vista Union School District	Brouse, Michael Imke, Glenn
County Administrative Office	Stuckland, Richard? Hitchcock, Teresa	Pond Union School District	Cruz, Horacio
Development Services Agency	Burke, Tina	Richland School District	Hawkins, Brian
ESPS	Lackey, Chuck	Sierra Sands Unified School District	Butterfield, David
Fire	Leicht, Aaron	Taft City School District	Goss, Peggy
Ford City-Taft Heights Sanitation District	Davis, Derrick	Tehachapi Unified School District	Gilbert, Kirk
General Services Division	Johnston, Michael	Vineyard School District	Heinlein, Nick
Kern Sanitation Authority	Mansour, Ramzi		Ross, Matthew?
Library	Rufus, Kimberly		
	Johnston, Michael		
	Mansour, Ramzi		
	Lewis, Mark	Water Districts	
County N-Z		Arvin-Edison Water Storage District	Dawson, Mark Nixon, David?
Office of Emergency Services	Benson, Wendy	Berrenda Mesa Water District	Hickemall, Chris
		Buena Vista Water Storage District	Hampton, David Etchechury, Maurice
Parks and Recreation	Lerude, Bob	Buttonwillow County Water District	Houchin, Regina
Planning and Community Development	George, John	Cawelo Water District	Ansolabehere, David
Public Health	Pitts, Brian	Greenfield County Water District	Johnson, Mel
Roads	Evans, Mark	Kern County Water Agency	Bauer, Lauren
Waste Management	Johnston, Michael	Kern Delta Water District	Mulkey, L. Mark
	Mansour, Ramzi	Kern-Tulare Water District	Grass, Skye
Healthcare Organizations		Lost Hills Water District	Nixon, Phillip
Tehachapi Valley Healthcare District	Kinsella, Bill	North of the River Municipal Water District	Aranda, David
		Semitropic Water Storage District	Gianquinto, Jason
		Tehachapi-Cummings County Water District	Lynch, John
Kern COG	Heimer, Michael		Minton, Steve Martin, John
Mosquito Abatement District		Water Association of Kern County	Steele, Alex
South Fork Mosquito Abatement District	Gonzales, Ray	West Kern Water District	Starkey, Harry Gianquinto, Jason?
		Wheeler Ridge-Maricopa Water Storage District	Starkey, Harry Suggs, Thomas

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

IN THE MATTER OF

**ADOPTING THE UPDATED KERN MULTI-JURISDICTION HAZARD MITIGATION
PLAN**

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 March 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 4-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT ADOPTING THE UPDATED KERN MULTI- JURISDICTION HAZARD MITIGATION PLAN

Section 1. WHEREAS:

(a) The Tehachapi Valley Recreation and Park District recognizes the threat that natural hazards pose to people and property within our community; and

(b) Undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

(c) The U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

(d) The Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

(e) An adopted Multi-Jurisdiction Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency pre- and post-disaster mitigation grant programs; and

(f) An adopted Plan is a condition of maintaining good standing in the National Flood Insurance Program's Community Rating System; and

(g) Tehachapi Valley Recreation and Park District fully participated in the FEMA-prescribed mitigation planning process to prepare this multi-hazard mitigation plan during the update; and

(h) The California Office of Emergency Services and FEMA, Region IX officials have reviewed the updated Kern Multi-Jurisdiction Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

(i) The Tehachapi Valley Recreation and Park District desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the updated Kern Multi-Jurisdiction Hazard Mitigation Plan; and

(j) Adoption by the governing body for the Tehachapi Valley Recreation and Park District demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this updated Multi-Jurisdiction Hazard Mitigation Plan; and

(k) Adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Tehachapi Valley Recreation and Park District, as follows:

1. This Board finds the facts mentioned above to be true and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board does hereby adopt the updated Kern Multi-Jurisdiction Hazard Mitigation Plan as an official plan.

3. This Board authorizes the Director of Kern County Emergency Services to submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

Passed: _____
(Date)

Certifying Official

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-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")


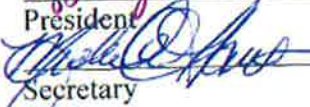
By: 
President
By: 
Secretary

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.



Tehachapi Valley

Recreation & Park District

Corrective Action Letter Agreement

Tehachapi Little League, Inc. ("Little League") and Tehachapi Valley Recreation and Park District ("District") entered into the "Agreement" dated January 1, 2014 (the "Agreement"). Pursuant to Section 33 of the Agreement, the parties wish to confirm that the following respective corrective actions will be completed, **before Saturday, March 22, 2014**, concerning Mata and Grimes Baseball Fields, located at 490 West D Street, Tehachapi, CA (collectively the "West Park Fields").

A. Little League shall be responsible for the following corrective actions at the West Park Fields, at its sole cost and expense, without right of reimbursement from District:

1. Disconnect and cap the infield irrigation system at its point of origin and remove all infield sprinkler heads on the West Park Fields;
2. Repair any impacted turf, including, without limitation, vehicular ruts located in the outfields of the West Park Fields; and,
3. Remove all fire hoses at Grimes Field being used for field lines.

Little League is not permitted to construct or perform any other improvements to the West Park Fields or any other District facility, parkland or athletic fields without further written permission from District Management in accordance with the terms and conditions of the Agreement, including, without limitation, Section 13. Notwithstanding the foregoing and subject to the closure of Mata Field discussed below, Little League may continue to prepare and clean the fields for scheduled use pursuant to the terms and conditions of the Agreement.

B. District shall be responsible for repairing the dugout roofs for Mata Field as it deems reasonably necessary, at its sole cost and expense, without right of reimbursement from Little League.

Prior to March 22, 2014, a designated representative from District and Little League shall perform a walk through and verification of all of the foregoing repairs and corrective actions to the West Park Fields at a mutually agreeable time. Verification shall be in District's sole and absolute discretion and Little League shall complete all repairs that are identified in the walk through within a reasonable time.

Little League and District further acknowledge and agree that the Mata Field was immediately shut down due to concerns expressed by the public and will remain shut down until the foregoing repairs and corrective actions are completed and approved by District, in its sole and absolute discretion.

This letter shall serve as a written modification of the Agreement pursuant to Section 33 of the Agreement. Subject to the terms of this letter, the parties acknowledge, affirm and agree that the Agreement, as amended, shall remain in full force and effect.

AGREED AND APPROVED:

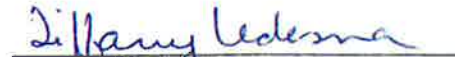
Dated: February 27, 2014

Tehachapi Valley Recreation And Park District

Tehachapi Little League, Inc.



Matt J. Young
District Manager



Tiffany Ledesma
President

IMPORTANT MESSAGE

FOR _____

DATE _____

TIME _____

A.M.
P.M.**WHILE YOU WERE OUT**

M. _____

OF _____

PHONE NO. _____

TELEPHONED

PLEASE CALL

CAME TO SEE YOU

WILL CALL AGAIN

WANTS TO SEE YOU

RUSH

RETURNED YOUR CALL

MESSAGE MATT WE WERE HAVING
BREAK INS AT ULEE SNACK BAR
SO I INSTALLED A STREET LIGHT
OVER PANEL AREA IF THIS IS
A PROBLEM PLEASE LET ME KNOW
IT HAS A PHOTO CELL SO IT WILL
TURN ON AT DARK AND OFF AT DAWN
SIGNED

OfficeMax

LODY SCHMIDT

OM97295



