

Tehachapi Valley

Recreation & Park District

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

REGULAR BOARD MEETING
TUESDAY, JULY 20, 2021, 5:30 P.M.

BOARD OF DIRECTORS

IAN STEELE, CHAIRPERSON
KALEB JUDY, VICE-CHAIRPERSON
DWIGHT DREYER, DIRECTOR
SANDY CHAVEZ, DIRECTOR
MARYANN PACIULLO, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

- A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).
- B. Approval of Minutes from the Regular Board Meeting held May 18, 2021 (Pages 4-5).
- C. Approval of the Preliminary Financial Reports for May 2021, (Pages 6-14).

5. RECREATION MANAGER REPORT

6. OPERATIONS MANAGER REPORT

7. DISTRICT MANAGER REPORT

8. AGENDA ITEMS

- A. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2021 Mountain Festival, Discussion/Approval, Resolution #8-21 (Pages 15-28).
- B. Approval of the Revised Agreement between Tehachapi Valley Recreation and Park District and Tehachapi Cummings County Water District, Discussion/Approval (Pages 29-46).
- C. Authorizing the Treasurer of the County of Kern to Transfer Funds in its Custody for Meeting the Obligations Incurred for the Maintenance and Operations of the District – Tehachapi Valley Recreation and Parks District is Requesting a Property Tax Advance in the Amount of \$450,000.00, Discussion/Approval, Resolution #9-21 (Pages 47-48).

9. BOARD OF DIRECTORS' TIME

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

10. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on August 17, 2021.



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 July 20, 2021, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 16, 2021, at 5:30 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 16th day of July 2021.

Dated this 16th day of July 2021.

Carrie Champlin
Carrie Champlin
Clerk of the Board of Directors

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**REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

TUESDAY, MAY 18, 2021, 5:30 P.M.

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

BOARD MEMBERS

Ian Steele, Chairperson
Kaleb Judy, Vice-Chairperson
Sandy Chavez, Director
Dwight Dreyer, Director

1. **FLAG SALUTE:** Corey Torres led the flag salute.
2. **ROLL CALL:** All present.
3. **PUBLIC COMMENTS:** Laura Lynne Wyatt spoke about the Overlook Project at Tehachapi Loop. Greg Garrett thanked TVRPD for their work in the community.

4. CONSENT CALENDAR

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

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

BOARD APPROVED SECRETARY DECLARATION.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

Noes: None. Motion carried.

Absent: None.

B. Approval of the Preliminary Financial Reports for March, 2021.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MARCH 2021.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

Noes: None. Motion carried.

Absent: None.

C. Approval of the Minutes from the Special Board Meeting held April 22, 2021.

BOARD APPROVES THE MINUTES FROM THE SPECIAL BOARD MEETING HELD APRIL 22, 2021.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

Noes: None. Motion carried.

Absent: None.

5. RECREATION MANGER REPORT

Recreation Manager Ashley Krempien gave the report.

Report on file

6. OPERATIONS MANAGER REPORT

Operations Manager Bill Fisher gave the report.

Report on file

7. DISTRICT MANAGER REPORT

District Manager Torres gave the report.

Report on file

8. AGENDA ITEMS

A. Tehachapi Valley Recreation and Park District Board and Staff Recognized and Thanked Wes Backes for his service on the Board of Directors.

B. Discussion/Approval of the Agreement between Tehachapi Cummings County Water District and Tehachapi Valley Recreation and Park District.

BOARD APPROVES THE AGREEMENT BETWEEN TEHACHAPI CUMMINGS COUNTY WATER DISTRICT AND TEHACHAPI VALLEY RECREATION AND PARK DISTRICT.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

Noes: None. Motion carried.

Absent: None.

C. Agenda Item "C" was Tabled.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

Noes: None. Motion carried.

Absent: None.

9. BOARD OF DIRECTORS TIME: The board thanked TVRPD staff and District Manager Torres for all their hard work.

10. ADJOURNMENT

Having no further business the meeting was adjourned at 6:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on June 15, 2021.

Judy - Chavez: Ayes: Steele; Judy; Chavez; Dreyer

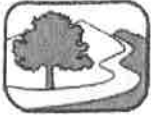
Noes: None. Motion carried.

Absent: None.

Respectfully Submitted,

Carrie Champlin

Clerk of the Board



Tehachapi Valley Recreation and Park District

Balance Sheet
As of May 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	749,357.45
1004 Check BOTS 4470	94,828.70
1005 County Treasury Capital Projects Fund	297,540.10
1006 County FMV	18,718.00
1007 Square Inc	1,122.52
1051 Change Fund	950.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$1,162,916.77
Accounts Receivable	
1200 Accounts Receivable	6,862.50
Total Accounts Receivable	\$6,862.50
Other Current Assets	
1092 Credit Card Receivables	56,291.98
1210 Inventory Asset	3,763.84
Total Other Current Assets	\$60,055.82
Total Current Assets	\$1,229,835.09
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,083,943.01
1163 Equipment	1,203,599.90
1166 Furniture & Fixtures	27,502.88
1167 Machinery	48,662.24
1170 Accumulated Depreciation	-3,236,447.00
1180 Fleet Vehicles and Equipment	162,109.22
Total Fixed Assets	\$1,996,496.53
Other Assets	
1901 DOR-Pension Contributions	45,624.00
1903 DOR-Pension Related	70,912.00
Total Other Assets	\$116,536.00
TOTAL ASSETS	\$3,342,867.62
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	18,460.09
Total Accounts Payable	\$18,460.09
Credit Cards	
2010 Cardmember Services Payable	8,291.79



Tehachapi Valley Recreation and Park District

Balance Sheet
As of May 31, 2021

	TOTAL
Total Credit Cards	\$8,291.79
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	60,134.72
2207 Sales tax payable	-34.44
2210 Payroll Liabilities	15,036.96
2270 Refundable Deposits	5,500.00
Total Other Current Liabilities	\$80,637.24
Total Current Liabilities	\$107,389.12
Long-Term Liabilities	
2310 Loan Payable 2016	440,279.00
2900 Net Pension Liability	244,292.00
2902 DIR-Pension Related	46,365.00
Total Long-Term Liabilities	\$730,936.00
Total Liabilities	\$838,325.12
Equity	
3010 Net Investment In Capital Assets	1,350,094.01
3020 Restricted Funds	416,278.42
3110 Retained Earnings	333,580.28
Net Income	404,589.79
Total Equity	\$2,504,542.50
TOTAL LIABILITIES AND EQUITY	\$3,342,867.62



Tehachapi Valley Recreation and Park District

Profit and Loss

May 2021

	TOTAL		
	MAY 2021	JUL 2020 - MAY 2021 (YTD)	% OF INCOME
Income			
4010 Property Taxes	9,916.04	986,283.81	9.12 %
4020 Interest Income	316.01	5,945.50	0.29 %
4020.1 Interest Income Cap Proj Fund	157.41	2,852.21	0.14 %
4020.2 County FMV Change	0.99	0.99	0.00 %
4030 Adult Program Revenues	2,550.60	-707.90	2.34 %
4050 Facility Revenue	30,313.20	205,679.06	27.87 %
4210 Events Revenues	575.00	1,040.08	0.53 %
4213 Operational Grants	5,319.25	7,557.13	4.89 %
4215 Capital Grants		5,220.00	
4216 Scholarship Donations		73.95	
4300 Youth Program Revenues	70,649.80	101,939.45	64.95 %
4610 Billable Expense Income		3,841.16	
4650 Discounts given	-11,026.98	-11,311.98	-10.14 %
4690 Other Income		24.00	
4704 Sales		840.00	
Total Income	\$108,771.32	\$1,309,277.46	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	2,000.00	3,034.81	1.84 %
5004 Contracted Classes Costs	2,000.00	18,400.00	1.84 %
5005 Events Costs		3,113.48	
5008 Youth Program Costs	1,954.38	5,860.32	1.80 %
5110 Scholarship Fund Expense	121.95	239.25	0.11 %
Total Cost of Goods Sold	\$6,076.33	\$30,647.86	5.59 %
GROSS PROFIT	\$102,694.99	\$1,278,629.60	94.41 %
Expenses			
6000 Employee Costs	52,800.52	645,874.09	48.54 %
7010 Advertising & Marketing	2,000.54	9,351.73	1.84 %
7020 Bank Service Charges	1,369.25	11,622.62	1.26 %
7030 Dues & Subscriptions	134.00	3,728.46	0.12 %
7035 Equipment Rents & Leases	1,165.58	3,418.84	1.07 %
7050 Insurance		49,311.00	
7056 Interest Expense		7,487.97	
7060 Licenses & Fees	1,022.60	14,479.05	0.94 %
7070 Maintenance	6,067.53	78,495.25	5.58 %
7084 Meals & Entertainment	73.03	3,596.47	0.07 %
7090 Office Supplies	-206.88	15,325.77	-0.19 %
7120 Professional Development	50.00	1,279.00	0.05 %
7150 Professional Fees	3,366.11	57,586.30	3.09 %
7160 Property Tax Collection Fee		10,611.98	
7165 Safety Equipment	466.10	1,194.70	0.43 %
7180 Security	269.94	3,374.59	0.25 %



Tehachapi Valley Recreation and Park District

Profit and Loss

May 2021

	TOTAL		
	MAY 2021	JUL 2020 - MAY 2021 (YTD)	% OF INCOME
7210 Telephone and Internet	1,419.67	12,557.49	1.31 %
7230 Uniforms & Apparel	375.38	3,688.48	0.35 %
7250 Utilities	4,819.38	68,592.71	4.43 %
Office Supplies & Software	53.58	53.58	0.05 %
Total Expenses	\$75,246.33	\$1,001,630.08	69.18 %
NET OPERATING INCOME	\$27,448.66	\$276,999.52	25.24 %
Other Income			
8020 Insurance Settlement Proceeds		1,507.27	
8040 TVRPD Development Fee Revenues	8,548.00	126,083.00	7.86 %
Total Other Income	\$8,548.00	\$127,590.27	7.86 %
NET OTHER INCOME	\$8,548.00	\$127,590.27	7.86 %
NET INCOME	\$35,996.66	\$404,589.79	33.09 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

May 2021

	TOTAL			
	MAY 2021	MAY 2020 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	9,916.04	23,001.69	-13,085.65	-56.89 %
4020 Interest Income	316.01	-0.02	316.03	1,580,150.00 %
4020.1 Interest Income Cap Proj Fund	157.41		157.41	
4020.2 County FMV Change	0.99		0.99	
4030 Adult Program Revenues	2,550.60		2,550.60	
4050 Facility Revenue	30,313.20	1,356.60	28,956.60	2,134.50 %
4210 Events Revenues	575.00	-3,435.50	4,010.50	116.74 %
4213 Operational Grants	5,319.25	-18,000.00	23,319.25	129.55 %
4300 Youth Program Revenues	70,649.80	-1,054.00	71,703.80	6,803.02 %
4650 Discounts given	-11,026.98		-11,026.98	
Total Income	\$108,771.32	\$1,868.77	\$106,902.55	5,720.48 %
Cost of Goods Sold				
5001 Adult Program Costs	2,000.00		2,000.00	
5004 Contracted Classes Costs	2,000.00	7,800.00	-5,800.00	-74.36 %
5005 Events Costs		1,444.97	-1,444.97	-100.00 %
5008 Youth Program Costs	1,954.38		1,954.38	
5110 Scholarship Fund Expense	121.95		121.95	
Total Cost of Goods Sold	\$6,076.33	\$9,244.97	\$ -3,168.64	-34.27 %
GROSS PROFIT	\$102,694.99	\$ -7,376.20	\$110,071.19	1,492.25 %
Expenses				
6000 Employee Costs	52,800.52	64,581.99	-11,781.47	-18.24 %
7010 Advertising & Marketing	2,000.54	1,116.96	883.58	79.11 %
7020 Bank Service Charges	1,369.25	333.74	1,035.51	310.27 %
7030 Dues & Subscriptions	134.00	38.88	95.12	244.65 %
7035 Equipment Rents & Leases	1,165.58	591.03	574.55	97.21 %
7060 Licenses & Fees	1,022.60	6,140.67	-5,118.07	-83.35 %
7070 Maintenance	6,067.53	10,810.04	-4,742.51	-43.87 %
7084 Meals & Entertainment	73.03	14.41	58.62	406.80 %
7090 Office Supplies	-206.88	1,217.75	-1,424.63	-116.99 %
7120 Professional Development	50.00		50.00	
7150 Professional Fees	3,366.11	2,865.96	500.15	17.45 %
7165 Safety Equipment	466.10		466.10	
7180 Security	269.94	224.95	44.99	20.00 %
7210 Telephone and Internet	1,419.67	1,418.77	0.90	0.06 %
7230 Uniforms & Apparel	375.38		375.38	
7250 Utilities	4,819.38	3,854.47	964.91	25.03 %
Office Supplies & Software	53.58		53.58	
Total Expenses	\$75,246.33	\$93,209.62	\$ -17,963.29	-19.27 %
NET OPERATING INCOME	\$27,448.66	\$ -100,585.82	\$128,034.48	127.29 %
Other Income				



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

May 2021

	TOTAL			
	MAY 2021	MAY 2020 (PY)	CHANGE	% CHANGE
8040 TVRPD Development Fee Revenues	8,548.00		8,548.00	
Total Other Income	\$8,548.00	\$0.00	\$8,548.00	0.00%
NET OTHER INCOME	\$8,548.00	\$0.00	\$8,548.00	0.00%
NET INCOME	\$35,996.66	\$ -100,585.82	\$136,582.48	135.79 %



Tehachapi Valley Recreation and Park District

Statement of Cash Flows

May 2021

	TOTAL
OPERATING ACTIVITIES	
Net Income	35,996.66
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-4,000.00
1092 Credit Card Receivables	-50,245.95
2000 Accounts Payable-General Fund	-1,286.05
2010 Cardmember Services Payable	323.82
2211 Payroll Liabilities:CalPERS Payable	2,610.47
2231 Payroll Liabilities:Health Plan Payable	6,582.22
2241 Payroll Liabilities:AFLAC Payable	-102.60
2250 Payroll Liabilities:Payroll Tax Liabilities	389.58
Payroll Liabilities:GVAP2 Payable	108.36
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-45,620.15
Net cash provided by operating activities	\$ -9,623.49
INVESTING ACTIVITIES	
1163 Equipment	-500.00
Net cash provided by investing activities	\$ -500.00
FINANCING ACTIVITIES	
3010 Net Investment In Capital Assets	-8,705.41
3022 Restricted Funds:Capital Projects	8,705.41
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$ -10,123.49
Cash at beginning of period	1,173,040.26
CASH AT END OF PERIOD	\$1,162,916.77



Tehachapi Valley Recreation and Park District

TVRPD Budget vs Actual 2020-2021

July 2020 - May 2021

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	986,283.81	953,595.63	-32,688.18	-3.43 %
4020 Interest Income	5,945.50	10,551.82	4,606.32	43.65 %
4020,1 Interest Income Cap Proj Fund	2,852.21		-2,852.21	
4020,2 County FMV Change	0.99		-0.99	
4030 Adult Program Revenues	-707.90	41,360.00	42,067.90	101.71 %
4050 Facility Revenue	205,679.06	182,660.00	-23,019.06	-12.60 %
4210 Events Revenues	1,040.08	59,100.00	58,059.92	98.24 %
4213 Operational Grants	7,557.13	61,375.00	53,817.87	87.69 %
4215 Capital Grants	5,220.00		-5,220.00	
4216 Scholarship Donations	73.95		-73.95	
4300 Youth Program Revenues	101,939.45	372,470.00	270,530.55	72.63 %
4610 Billable Expense Income	3,841.16	18,050.00	14,208.84	78.72 %
4650 Discounts given	-11,311.98	-6,000.00	5,311.98	-88.53 %
4690 Other Income	24.00		-24.00	
4704 Sales	840.00	600.00	-240.00	-40.00 %
Total Income	\$1,309,277.46	\$1,693,762.45	\$384,484.99	22.70 %
Cost of Goods Sold				
5001 Adult Program Costs	3,034.81	5,940.00	2,905.19	48.91 %
5002 Fish Stocking		7,500.00	7,500.00	100.00 %
5004 Contracted Classes Costs	18,400.00	38,225.00	19,825.00	51.86 %
5005 Events Costs	3,113.48	73,025.00	69,911.52	95.74 %
5008 Youth Program Costs	5,860.32	65,650.00	59,789.68	91.07 %
5110 Scholarship Fund Expense	239.25	4,000.00	3,760.75	94.02 %
5704 Purchases for Resale		2,300.00	2,300.00	100.00 %
Total Cost of Goods Sold	\$30,647.86	\$196,640.00	\$165,992.14	84.41 %
GROSS PROFIT	\$1,278,629.60	\$1,497,122.45	\$218,492.85	14.59 %
Expenses				
6000 Employee Costs	645,874.09	990,700.00	344,825.91	34.81 %
7010 Advertising & Marketing	9,351.73	40,000.00	30,648.27	76.62 %
7020 Bank Service Charges	11,622.62	14,000.00	2,377.38	16.98 %
7026 Charitable Contribution		18,500.00	18,500.00	100.00 %
7030 Dues & Subscriptions	3,728.46	7,000.00	3,271.54	46.74 %
7035 Equipment Rents & Leases	3,418.84	4,300.00	881.16	20.49 %
7050 Insurance	49,311.00	35,500.00	-13,811.00	-38.90 %
7056 Interest Expense	7,487.97	18,000.00	10,512.03	58.40 %
7060 Licenses & Fees	14,479.05	21,000.00	6,520.95	31.05 %
7070 Maintenance	78,495.25	102,200.00	23,704.75	23.19 %
7084 Meals & Entertainment	3,596.47	4,000.00	403.53	10.09 %
7090 Office Supplies	15,325.77	14,000.00	-1,325.77	-9.47 %
7120 Professional Development	1,279.00	7,500.00	6,221.00	82.95 %
7150 Professional Fees	57,586.30	79,500.00	21,913.70	27.56 %



Tehachapi Valley Recreation and Park District

TVRPD Budget vs Actual 2020-2021

July 2020 - May 2021

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7160 Property Tax Collection Fee	10,611.98	14,000.00	3,388.02	24.20 %
7165 Safety Equipment	1,194.70	2,000.00	805.30	40.27 %
7180 Security	3,374.59	5,700.00	2,325.41	40.80 %
7210 Telephone and Internet	12,557.49	12,000.00	-557.49	-4.65 %
7230 Uniforms & Apparel	3,688.48	3,000.00	-688.48	-22.95 %
7250 Utilities	68,592.71	79,655.00	11,062.29	13.89 %
Office Supplies & Software	53.58		-53.58	
Total Expenses	\$1,001,630.08	\$1,472,555.00	\$470,924.92	31.98 %
NET OPERATING INCOME	\$276,999.52	\$24,567.45	\$ -252,432.07	-1,027.51 %
Other Income				
8020 Insurance Settlement Proceeds	1,507.27		-1,507.27	
8040 TVRPD Development Fee Revenues	126,083.00		-126,083.00	
Total Other Income	\$127,590.27	\$0.00	\$ -127,590.27	0.00%
NET OTHER INCOME	\$127,590.27	\$0.00	\$ -127,590.27	0.00%
NET INCOME	\$404,589.79	\$24,567.45	\$ -380,022.34	-1,546.85 %

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 15th day of July, 2021, by and between the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, hereinafter referred to as "District," and the TEHACHAPI CHAMBER OF COMMERCE, INC., hereinafter referred to as "Licensee,"

WITNESSETH:

WHEREAS, District is the owner of record of that certain property commonly referred to as "Central Park, including the "D" Street extension, as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Licensee wishes to use the Premises to conduct the annual Tehachapi Mountain Festival (the "Mountain Festival"); and

WHEREAS, District is agreeable to granting Licensee a license to conduct the Mountain Festival at the Premises under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. LICENSE. District hereby grants to Licensee a revocable license and right to enter upon and have use of the Premises for the purpose of conducting the Mountain Festival. The parties understand and agree that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor. The parties agree that this instrument is merely for the purpose of allowing licensee to use the Premises for the purpose of conducting its annual Mountain Festival and such activities related and incidental thereto.

2. TERM. The term of this license shall be from **August 20, 2021 to August 22, 2021**. The hours of use shall be from **7:00 a.m. to 10:00 p.m.** each day.

3. FEE. A fee shall be charged by District to Licensee for the issuance of this license. The

fee shall include a rental fee of **\$500.00** and any legal fees incurred by District, not to exceed **\$400.00**, for review of this License Agreement, insurance requirements and pertinent documents.

4. INSURANCE.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

- (1) Bodily injury, including death resulting therefrom, and property damage liability;
- (2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;
- (3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Premises but arising out of the activities conducted under this agreement.
- (4) Non-owned automobile liability for on-Premises and off-Premises activity;
- (5) Coverage for all loading or unloading of vehicles on-Premises and off-Premises to the extent that said off-Premises loading is related to the activities to be conducted under this license;
- (6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;
- (7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify District as set forth in Article 5 herein;

(8) Liquor legal liability and host liquor liability;

(9) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the District and all of its agents, officers, directors, employees, representatives, and District volunteers as additional insured.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District.

(D) Said insurance shall be primary coverage insurance and no insurance of District shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to District.

(F) Licensee shall provide District on or before **August 1, 2021** with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of this Article 4. Licensee shall further provide District on or before **August 1, 2021**, with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mountain Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide District with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming Tehachapi Valley Recreation and Park District, its Directors, Officers, Employees and Agents as additional insured and agreeing to notify District at least 30 days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by District. District also retains the right to request a copy of any insurance policy including the declarations page

and all exclusions and endorsements for review. All of the foregoing shall be subject to District's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Premises.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Premises. The District's Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the District, its officers, agents, directors, and employees, from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this agreement, Licensee's use of the Premises, or occasioned by the performance or attempted performance of the Licensee including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, or contractors.

6. OBLIGATIONS OF LICENSEE. In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Premises and the areas immediately adjacent to the Premises throughout the term of this Agreement and to the satisfaction of the District's Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Premises and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the District's Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of

the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including, but not limited to, an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the Premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Ensure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Premises be provided and maintained at all times during the term of this Agreement. Further, Licensee shall set aside, identify by appropriate signage, and keep clear for use a passenger loading area at the Premises equal in length to at least two regulation automobile parking spaces situated side-by-side to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Premises impacted Licensee's activities, including without limitation the mitigation of soil compaction and irrigation, plumbing, electrical and /or structural repairs under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and

completed pursuant to the requirements of Article 10 set forth hereinafter.

(G) List and promote the Tehachapi Valley Recreation and Park District as a Silver Mine sponsor of the Tehachapi Mountain Festival, to include the placement of the TVRPD logo in Tehachapi Mountain Festival multimedia media, marketing and advertising materials, banners, and digital and printed promotional items.

(H) Provide the District and/or its affiliate, the Tehachapi Parks Foundation with a predetermined vender site with in the Premises for the duration of the Term at no cost.

7. NO WARRANTIES. District makes no warranty or representations as to the condition of the Premises or its use for Licensee's purposes. District shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. ADVERTISING CONTENT AND PROMOTION. Licensee shall be solely responsible for promoting and advertising its events. Licensee, with the exception stated in Section 6(G), shall not refer to District's directors, officers, employees or volunteers in any advertising, in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. INCOME. Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. CLEAN UP AND DAMAGES. Prior to event setup the District shall facilitate a facility walk through with Licensee representatives in effort to identify pre-existing damages and/or areas of concern. On or before **July 26, 2021**, Licensee shall deposit with District the sum of **\$1,500.00** representing a cleaning and damage deposit. If, in the sole opinion of District, Licensee fails to perform its obligations

set forth hereinafter concerning clean up and repair of damages, District may, at its sole option, perform such clean up and repairs and deduct the cost thereof from the cleaning deposit. To the extent that any portion of the cleaning deposit remains after such work, the remaining amount shall be returned to Licensee.

Clean up of the Premises shall be the responsibility of Licensee and shall be completed not later than **1:00 p.m. on Monday, August 23, 2021**. In the event significant damages and/or unsatisfactory clean up efforts are identified the District Manager will facilitate a post-event walk through with Licensee representatives. Licensee shall cause to be repaired at its own expense any and all damage to the Premises which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than **September 6, 2021**, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs required under this Section 10 in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, District, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, District may, at its sole option, charge Licensee the amount of said clean up and repairs in excess of the cleaning deposit.

11. SAFETY. Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Premises during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Premises and barred from reentry. It shall be the duty of

Licensee to ensure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the District's Manager or, in the Manager's absence, the highest official representative of District at the Premises is of the opinion that Licensee is not fulfilling its requirement hereunder, said Manager or other District personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Premises.

12. NON-DISCRIMINATION. Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Premises including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. DISTRICT RULES. Licensee shall obey all rules and regulations promulgated by District and as amended from time to time. Said rules and regulations, **(TVRPD Ordinance NO. 01-10, Section 8)**, are on file with the District Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any written directives of the District Manager or his designated representative during the term of the Agreement.

14. ORDERLY USE. Licensee's use of the Premises shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. TERMINATION. This license may be terminated by District or its Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by District's Manager in his/her sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by District's Manager in his/her sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Premises any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of District.

In the event District's Manager terminates this Agreement, neither District, its agents, officers, directors, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify District against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Premises for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Premises. District reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of District.

17. WAIVER. The failure of District to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this

Agreement shall not be considered nor construed as a waiver by District of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. AMENDMENTS. No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. DISTRICT-LICENSEE RELATIONSHIP. Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between District and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of District. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. NOTICES. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, and addressed as follows: to District: Corey Torres, Interim District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Ida Perkins, President, Tehachapi Chamber of Commerce, Inc., P. O. Box 401, Tehachapi, California 93581.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. SURRENDER. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Premises in as good a condition as received by Licensee, ordinary wear and tear excepted.

22. ARTICLE HEADINGS. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. TIME OF ESSENCE. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. ORGANIZATIONAL AUTHORITY. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to District by **July 15, 2021**, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with District.

25. CUMULATIVE REMEDIES. The remedies given to District in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. GOVERNING LAW. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. INVALIDITY. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. ATTORNEY FEES. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. SIGNS. Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the Premises without the prior written consent of the District Manager.

30. ENTIRE AGREEMENT. This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. INTERPRETATION. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES. No member, official, employee, or director of District shall be personally liable to Licensee in the event of any default by District in the performance of any obligation of District under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

**TEHACHAPI CHAMBER OF COMMERCE,
INC., Licensee**

BY: _____
Chairperson, Board of Directors

BY: _____
Secretary, Board of Directors

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT, Licensor**

BY: _____
Chairperson, Board of Directors

BY: _____
Clerk of the Board of Directors

RESOLUTION NO. 8-21

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE 2021 CONTRACT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE

WHEREAS, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as Central Park.

WHEREAS, District operates Central Park (collectively referred to as the “Premises”);

WHEREAS, The Greater Tehachapi Chamber of Commerce operates the Mountain Festival event during the summer of each year;

WHEREAS, The Greater Tehachapi Chamber of Commerce desires to lease from District, and District is willing to lease to The Greater Tehachapi Chamber of Commerce, the Premises on the terms stated herein; and,

NOW, THEREFORE BE IT RESOLVED THAT in consideration of the mutual covenants and conditions set forth herein, the parties agree to the conditions of the contract set forth herein;

AND BE IT FINALLY RESOLVED THAT the Board of Directors approves the 2021 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

PASSED AND ADOPTED this 20th day of July, 2021 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors

2021 AGREEMENT FOR USE OF BRITE VALLEY AQUATIC RECREATION AREA

This 2021 AGREEMENT FOR USE OF BRITE VALLEY AQUATIC RECREATION AREA (this “2021 Agreement”) is entered into between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district organized and existing under Division 12 of the Water Code (§ 30000 et seq.), (“Water District”) and TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, a California parks and recreation district, (“Recreation District”), dated as of July ____, 2021 for reference purposes only. Water District and Recreation District are each a “Party” and collectively the “Parties.”

RECITALS

A. Water District owns and operates the J.C. Jacobsen Reservoir commonly known as “Brite Lake” located in Brite Valley and owns certain real property surrounding Brite Lake (collectively with Brite Lake, the “Water District Property”) located in the County of Kern.

B. Brite Lake and a portion of the Water District Property are available and suitable for certain recreational purposes and shall collectively be referred to herein as the “Brite Valley Aquatic Recreation Area” and depicted on Exhibit A attached hereto. “Licensed Land” shall refer to the land portion of the Brite Valley Aquatic Recreation Area.

C. Recreation District and Water District entered into an Agreement on June 19, 1974 (the “1974 Agreement”), which gave Recreation District the authority to use Brite Lake and a certain portion of the Water District Property as an aquatic recreation area and which delineated the respective rights and responsibilities of Recreation District and Water District as to this property.

D. Water District, Recreation District, and the County of Kern, a political subdivision of the State of California, (the “County”) entered into an Agreement for Construction, Maintenance, and Operation of the Brite Valley Aquatic Recreation Area on June 19, 1975 (the “1975 Agreement”), amending paragraph 6 of the 1974 Agreement and committing County funds to be expended on the construction of recreational facilities within the Brite Valley Aquatic Recreation Area, which facilities would be operated and maintained by Recreation District.

E. Water District, Recreation District, and the County entered into a First Amendment to Agreement on July 13, 1999 (the “First Amendment”) by which the terms of both the 1974 Agreement and the 1975 Agreement were extended to June 30, 2025. Further reference to the 1974 Agreement and the 1975 Agreement herein shall be deemed to include the First Amendment.

F. By this 2021 Agreement, the Water District and the Recreation District desire to clarify, restate, and amend their respective rights and obligations under the 1974 and 1975 Agreements without disturbing, altering, or amending the provisions of the 1974 and 1975 Agreements relating to the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. License. Subject to the terms of this 2021 Agreement, Water District grants to Recreation District, and Recreation District accepts, a license to use and occupy the Brite Valley Aquatic Recreation Area for the purpose of offering recreational activities and opportunities to members of the public (the

“License”). The License is subject to all outstanding easements and other interests of record. Water District shall otherwise retain all rights, title, and interest in the Brite Valley Aquatic Recreation Area, and nothing in this 2021 Agreement shall be construed as granting or reserving for Recreation District any interest or right in the other Water District Property or any portion thereof.

2. Reservation to License. As stated in Sections 6 and 7 herein, Water District reserves the right to access the Brite Valley Aquatic Recreation Area at all times for any Water District purpose.

3. Consideration for License. Water District grants the License to Recreation District in consideration of Recreation District’s obligations under this 2021 Agreement, and Recreation District shall not be required to pay any additional fee for the License.

4. Term of Agreement. The term of this 2021 Agreement shall commence when approved by the Board of Directors of both Parties and fully executed (“Effective Date”) and shall remain in effect for a term of 10 years from the Effective date, unless sooner terminated as provided below.

5. Amendment of 1974 and 1975 Agreement. The following provisions of the 1974 and 1975 Agreements are deleted in their entirety and replaced by the terms of this 2021 Agreement:

1974 Agreement:

- a) Paragraph 3 (Agreements and Expenses)
- b) Paragraph 4 (Accounting and Reports)
- c) Paragraph 5 (The Project)
- d) Paragraph 7 (Preparation of Plans, Approval by Water District, etc.)
- e) Paragraph 8 (Preparation of Rules and Regulations; Manning and Clean-up)
- f) Paragraph 9 (Operative Date of Agreement)
- g) Paragraph 10 (Permits and Approvals)
- h) Paragraph 11 (Completion of Facilities)
- i) Paragraph 12 (Further Obligations of Recreation District, etc.)
- j) Paragraph 13 (Withdrawal of Certain Areas from Agreement)
- k) Paragraph 15 (Removal of Facilities Upon Termination of Agreement)
- l) Paragraph 16 (Rights of Recreation District)
- m) Paragraph 17 (Insurance and Indemnity)

1975 Agreement:

- a) Paragraph 12 (Operation of Reservoir)

The 1974 Agreement and the 1975 Agreement will remain in effect, as amended herein, through their termination dates of June 30, 2025. Upon termination, the Parties’ rights and obligations shall be as stated in this 2021 Agreement.

6. Use of Brite Lake by Recreation District. Pursuant to the License, Recreation District is authorized to offer to members of the public the opportunity to fish the waters of Brite Lake from the shore, the dock, and from non-motorized boats or electric boats. Recreation District will require that all fishing be done pursuant to the California Department of Fish and Wildlife rules and regulations. Recreation District acknowledges and agrees that Brite Lake is a primary source of domestic water, and thus all bodily contact with the water in Brite Lake is prohibited by California Health and Safety Code section 115825. Recreation District will not sponsor or authorize any activities that promote bodily contact with water in Brite Lake, will include a prohibition of swimming or wading in its promotional materials and website, and will post signs on the Licensed Land prohibiting these activities. Water District makes no representation or warranty regarding the level of water stored at any time in Brite Lake, which level shall be determined by Water District in its sole discretion as necessary for its operations.

6.1 Water District's Priority of Access to and Use of Brite Lake. Water District reserves the right to conduct any operations on or within Brite Lake at any time in connection with its operation of Brite Lake. In the event Water District's operations of Brite Lake are likely to have a significant impact on the activities offered by Recreation District, Water District will, to the extent reasonably feasible, and except in cases of an emergency, notify Recreation District 30 days in advance of those operations and the anticipated duration of the operations so that Recreation District may notify members of the public.

7. Use of the Licensed Land by Recreation District. Pursuant to the License, Recreation District is authorized to offer to members of the public an array of activities on the Licensed Land, including overnight tent and RV camping, picnicking, hiking, school trips, and group rentals of the three pavilions located on the Licensed Land which are operated by Recreation District.

7.1. Water District's Priority of Access to and Use of Licensed Land. Water District reserves the right to access the Licensed Land at any time and for any purpose associated with its operation of Brite Lake or other Water District facilities. In the event Water District's activities on the Licensed Land will significantly impact any of the designated camp or RV sites or use of the three pavilions which Recreation District rents in advance to members of the public or any portion of the Licensed Land, Water District will, to the extent reasonably feasible, and, except in cases of an emergency, notify Recreation District 30 days in advance of those activities and the anticipated duration of the activities so that Recreation District may stop accepting reservations for those areas during the dates specified and notify members of the public.

8. Event Scheduling.

8.1. Annual Events. Throughout the calendar year, Recreation District may, subject to this Section, offer annual events at Brite Valley Aquatic Recreation Area, including, but not limited to, the Brite Lake Fishing Derby, Astronomy Star Parties, and the AM Field Radio Day (the "Annual Events"). On or before December 1 of each year, Recreation District shall provide a calendar of the proposed Annual Events to Water District with the anticipated dates, times, and event descriptions for the following year in the form attached hereto as Exhibit B. Water District shall have 35 days to return the written notice to Recreation District in which Water District shall either (a) approve the Annual Event calendar; (b) impose conditions on one or more of the Annual Events; or (c) deny approval of one or more of the Annual Events. Water District's failure to respond within 35 days shall be deemed approval of the Annual Event calendar and the events identified therein. No fee shall be assessed to Recreation District for the Annual Events by Water District unless the Parties otherwise agree. Water District will use its best efforts to schedule its regular maintenance of Brite Lake, Water District facilities, and the Licensed Land so that it will not interfere with the Annual Events.

8.2. Special Events. In addition to the Annual Events, Recreation District may, from time to time, offer to members of the public a special event (a "Special Event"). If Recreation District elects to offer a Special Event, Recreation District shall provide 60 days' written notice prior to the proposed date of the Special Event to Water District in the form attached hereto as Exhibit C. Water District shall have 35 days to return the written notice to Recreation District in which Water District shall either (a) approve the Special Event, (b) impose conditions on the Special Event, or (c) deny approval of the Special Event. Water District's failure to respond within 35 days shall be deemed approval of the Special Event. No fee shall be assessed to Recreation District for the Special Event by Water District unless the Parties otherwise agree.

9. Maintenance and Repair Responsibilities for Licensed Land.

9.1. Recreation District.

a. During the term of this 2021 Agreement, Recreation District shall be responsible, at its sole cost and expense, without right of reimbursement from Water District, for all regular maintenance, repair, clean-up, and trash removal associated with the Licensed Land and improvements thereon, including, without limitation, the restrooms, showers, fee station, parking lots, camp sites, RV hook-up sites, boat launch, dock, pavilions, and any play equipment located on the Licensed Land. Recreation District shall also be responsible, at its sole cost and expense, without right of reimbursement from Water District, for regular maintenance and repair of (i) all fencing installed by Recreation District within or surrounding the Licensed Land and (ii) all irrigation systems used to irrigate the Licensed Land.

b. If Recreation District fails to perform its duties, obligations, and responsibilities under this Section, Water District may, at its option, after 20 days' prior written notice to Recreation District, or without notice in the case of an emergency, perform such duties, obligations, and responsibilities on Recreation District's behalf and put the same in good order, condition, and repair, and the cost thereof shall be paid by Recreation District to Water District no later than 30 days of receipt of an invoice for repairs and/or maintenance.

9.2. Water District. Water District shall be responsible, at its sole cost and expense without right of reimbursement from Recreation District, for regular maintenance and repair of (a) Water District facilities supplying water to irrigation systems used to irrigate the Licensed Land, but not beyond the backflow preventers at the points of connection of the irrigation systems to the Water District's facilities, and (b) all drainage channels. If Water District fails to perform its duties, obligations, and responsibilities under this Section, Recreation District may, at its option, after 20 days' prior written notice to Water District, perform such duties, obligations, and responsibilities on Water District's behalf and put the same in good order, condition, and repair, and the cost thereof shall be paid by Water District to Recreation District no later than 30 days of receipt of an invoice for repairs and/or maintenance.

9.3. Road Maintenance. Water District shall be responsible, at its sole cost and expense without right of reimbursement from Recreation District, for maintaining the paved roads accessing the north and west sides of Brite Lake to a standard to be determined by Water District in its sole discretion. Recreation District shall be responsible, at its sole cost and expense, without right of reimbursement from Water District, for maintaining all other roads within the Licensed Area to a standard to be determined by Recreation District in its sole discretion.

10. Maintenance and Repair Responsibilities for Brite Lake. Water District shall be responsible, at its sole cost and expense, for all regular maintenance and repairs to Brite Lake and the Water District's improvements, equipment and systems associated with the operation of Brite Lake, provided, however, that Recreation District shall promptly reimburse Water District for damage to or destruction of Brite Lake and any of Water District's improvements, equipment, or systems arising from Recreation District's use of Brite Lake.

11. Alterations and Improvements to Brite Valley Aquatic Recreation Area. Except as otherwise required by the 1975 Agreement, Recreation District acknowledges and agrees that existing improvements on the Licensed Land and future improvements that may be added to the Licensed Land are owned by Water District. For any modification to an existing improvement, or addition of a new improvement, that Recreation District desires to make that shall exceed \$1,000 in total cost, Recreation District shall first provide notice and obtain Water District's prior written consent, which consent shall not be unreasonably withheld. Recreation District shall deliver to Water District, in the form attached hereto as Exhibit D, written notice of the proposed alteration, its location, and its purpose. Water District shall have 20 days to either (a) approve the proposed modification or improvement; (b) impose conditions on the proposed modification or improvement; or (c) deny approval of the modification or improvement.

Water District's failure to respond within 20 days shall be deemed approval of the modification or improvement. Recreation District shall be responsible for all permitting, regulatory approvals, costs, and expenses associated with the modification or improvement.

12. Operation of the Brite Valley Aquatic Recreation Area. The Recreation District shall install and maintain "Private Property No Trespassing" signs along the perimeter fence at least every 300 lineal feet and shall adopt and enforce rules and regulations relating to operation of the Brite Valley Aquatic Recreation Area and the conduct of members of the public using the same including, at a minimum, those rules set forth in Exhibit E. To ensure compliance with the rules and regulations the Recreation District shall provide an on-duty camp host at all times that the facility is open to the public.

13. Default and Termination. Should any Party default in the performance of or breach any covenant, condition, or restriction of this 2021 Agreement to be kept or performed by that Party, and should such default or breach not be cured within 30 days from and after written notice thereof, the non-defaulting Party may, at its option, terminate this 2021 Agreement by giving the defaulting Party written notice thereof.

14. Insurance.

14.1. Minimum Scope of Insurance. Recreation District shall procure and maintain throughout the term of this 2021 Agreement, at its sole cost and expense, insurance relating to its use of the Brite Valley Aquatic Recreation Area as follows: (a) comprehensive general liability and property damage insurance, (b) automobile insurance, and (c) workers compensation insurance (as required by state law). Such insurance shall insure against all claims for death and injuries to persons and damages to property that may arise from or in connection with use of the Brite Valley Aquatic Recreation Area, including, but not limited to, injuries to third parties such as participants and invitees.

14.2. Minimum Limits of Insurance. Coverage shall provide limits no less than: (a) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, death, and property damage; (b) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (c) *Workers' Compensation*: Workers' compensation limits as required by the California Labor Code.

14.3. Insurance Endorsements. The insurance policies, or their endorsements, shall contain the following provisions:

14.4. General Liability. The general liability policy shall be endorsed to state that: (a) the Water District and its directors, officials, officers, employees, volunteers, and agents shall be named as additional insureds with respect to the performance under this 2021 Agreement by the insuring Party and its officials, officers, agents, representatives, employees, agents, or volunteers, including materials, parts, or equipment furnished in connection with such services; and (b) the insurance coverage shall be primary insurance as respects the Water District and its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the insuring Party's scheduled underlying coverage. Any insurance or self-insurance maintained by the Water District or its directors, officials, officers, employees, volunteers, and agents shall be excess of the insuring Party's insurance and shall not be called upon to contribute with it in any way.

14.5. Automobile Liability. The automobile liability policy shall be endorsed to state that: (a) the Water District and its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the insuring Party or for which the insuring Party is responsible; and (b) the insurance coverage shall be primary insurance as respects the Water District and its directors, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the insuring Party's scheduled underlying coverage. Any

insurance or self-insurance maintained by the Water District or its directors, officials, officers, employees, volunteers, and agents shall be excess of the insuring Party's insurance and shall not be called upon to contribute with it in any way.

14.6. Workers' Compensation. The insurer shall agree to waive all rights of subrogation against the non-insuring Party and its directors, officials, officers, employees, and agents for losses paid under the insurance policy that arise from work performed by the insuring Party.

14.7. All Coverages. Each insurance policy required by this 2021 Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced, or canceled except after 30 days' prior written notice by first class mail has been given to the Water District.

14.8. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the non-insuring Party or its directors, officials, officers, employees, and agents.

14.9. Acceptability of Insurers. Insurance is to be placed with: (a) insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the non-insuring Party; (a) with a joint powers agency acceptable to the non-insuring Party or (a) under a self-insurance program acceptable to the non-insuring Party.

14.10. Verification of Coverage. Recreation District shall furnish Water District with original certificates of insurance and endorsements effecting coverage required by this 2021 Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Insurance shall remain in effect during entire term of agreement, and Recreation District shall promptly notify Water District of any changes to or extensions of insurance coverage. Recreation District shall also provide Water District with verification of coverage from time to time as requested by Water District.

15. Indemnification.

15.1. By Recreation District. Recreation District shall defend, indemnify, and hold Water District and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) Recreation District's use or occupancy of the Brite Valley Aquatic Recreation Area, (b) the conduct of Recreation District's activities or anything else done or permitted by Recreation District to be done in or about the Brite Valley Aquatic Recreation Area, including, without limitation, recreational use of the Brite Valley Aquatic Recreation Area by invited members of the public, (c) any breach or default on the performance of Recreation District's duties, obligations and responsibilities under this 2021 Agreement, and (d) any other claim for injury, damage, or liability caused by any act, omission, fault, or negligence, whether active or passive, of Recreation District or members of the public lawfully present in or on Brite Valley Aquatic Recreation Area and not caused by the sole negligence or willful misconduct of Water District, its officers, agents, or employees. Water District may participate in the defense of any claim or suit without relieving Recreation District of any obligations hereunder, including its obligation to pay the Water District's attorneys' fees and costs.

15.2. By Water District. Water District shall defend, indemnify, and hold Recreation District and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) the sole

negligence, whether active or passive, or willful misconduct of Water District, its officers, agents, or employees, and (b) any breach or default in the performance of Water District's duties, obligations and responsibilities under this 2021 Agreement. Water District shall indemnify and hold Recreation District and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties caused by the negligence, whether active or passive, of Water District and not caused by the sole negligence of Recreation District, its officers, agents, employees, or invited members of the public. Recreation District may participate in the defense of any claim or suit without relieving Water District of any obligations hereunder, including attorneys' fees and costs.

16. **Notices.** All notices, demands, and other communications required to be given to a Party shall be in writing, shall be emailed or personally delivered, and shall be deemed to have been delivered (a) if delivered in person, upon delivery to a representative of a Party, or (b) if emailed, on transmission of the email, provided that (1) the email was transmitted between 8:00 a.m. and 5:00 p.m., and (2) a printed copy of the email transmitted was also deposited on the same business day the email was transmitted in the United States mail, postage prepaid, and addressed to the other Party at the address provided in this Section or at such other address or addresses of which such Party may give notice in accordance with this Section:

Recreation District:

Tehachapi Valley Recreation and Park District
Attn: Corey Torres
Its: District Manager
490 W D Street
Tehachapi, California, 93561
Email Address: ctores@tvrpd.org

Water District:

Tehachapi-Cummings County Water District
Attn: Tom Neisler
Its: General Manager
22901 Banducci Road
Tehachapi, California, 93561
Email Address: tneisler@tccwd.com

17. **Further Assurances.** In addition to the actions specifically provided for elsewhere in this 2021 Agreement, Water District and Recreation District agree to execute or cause to be executed and to record or cause to be recorded any agreements, instruments, and other documents, and to take any actions, reasonably necessary or desirable to fully effectuate the intents and purposes of this 2021 Agreement.

18. **Relationship of the Parties.** This 2021 Agreement shall not be construed to place the Parties in the relationship of legal representatives, partners, joint venturers, or agents of or with each other. No Party shall have any power to obligate or bind the other Party in any manner whatsoever, unless specifically provided herein.

19. **Third Party Beneficiaries.** Except for the indemnification rights under Section 14 of this 2021 Agreement, the provisions of this 2021 Agreement are solely for the benefit of the Parties and their respective successors and permitted assigns and are not intended to confer upon any person, except the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

20. **Assignment.** This 2021 Agreement and the license granted hereby shall be non-assignable, and any purported assignment in violation of this 2021 Agreement shall be void. This 2021 Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

21. **Waiver of Defaults.** Waiver by any Party of any default by the other Party of any provision of this 2021 Agreement shall not be construed to be a waiver by the waiving Party of any subsequent or other default, nor shall it in any way affect the validity of this 2021 Agreement or prejudice the rights of the other Party thereafter to enforce each such provision. No failure or delay by any Party in

exercising any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

22. Severability. If any provision of this 2021 Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the legal substance of the transactions contemplated hereby, as the case may be, is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith to agree upon a suitable and equitable provision to carry out the original intent of the Parties.

23. Attorneys' Fees. In any action to interpret or enforce this 2021 Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other recovery, whether incurred before or at trial or on appeal.

24. Governing Law. This 2021 Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules thereof to the extent such rules would require the application of the law of another jurisdiction. The Parties also agree that the Brite Valley Aquatic Recreation Area is located in and this 2021 Agreement is made and to be performed in Kern County, California, and therefore the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.

25. Entire Agreement. This 2021 Agreement, the 1975 Agreement, the 1974 Agreement, and any other agreements and documents referred to herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments, and conversations between the Parties with respect to such subject matter.

26. Amendments. No provisions of this 2021 Agreement shall be deemed amended, modified, or supplemented by any Party, unless such amendment, supplement, or modification is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this 2021 Agreement as of the date first above written.

WATER DISTRICT:

Tehachapi-Cummings County Water District, a California County Water District

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

RECREATION DISTRICT:

Tehachapi Valley Recreation and Park District, a California Parks and Recreation District

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A – Depiction of Brite Valley Aquatic Recreation Area

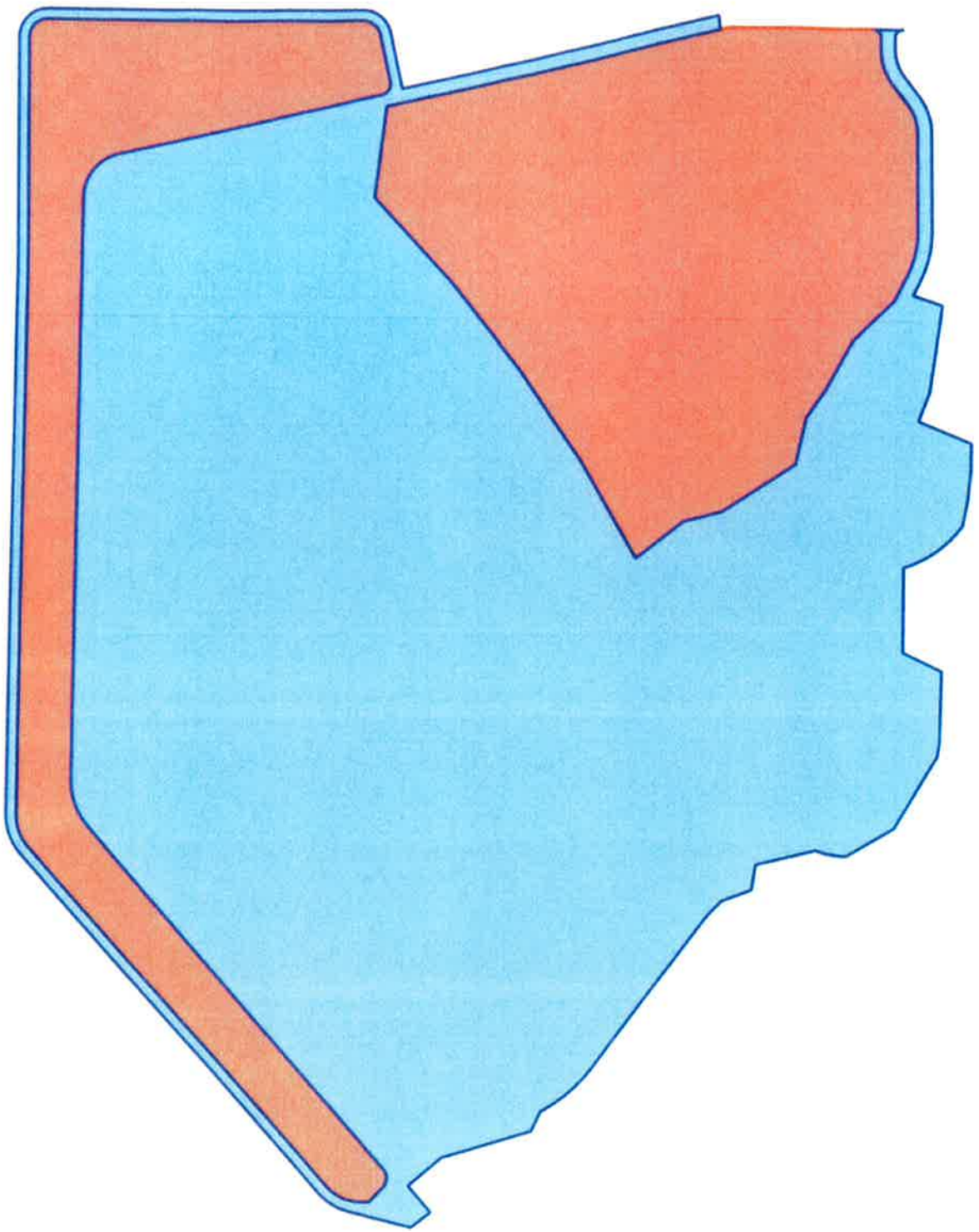


EXHIBIT B – Annual Event Calendar



Tehachapi Valley
Recreation & Park District

Annual Events Calendar

EVENT NAME

Anticipated Date	
Anticipated Time	
Event Description	

EVENT NAME

Anticipated Date	
Anticipated Time	
Event Description	

EXHIBIT C - Notice of Special Event

SPECIAL USE APPLICATION

Host Organization Name - The Host Organization is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities.

Host Organization Name: _____

Are you a Tehachapi based Non-Profit Organization? Yes No

Chief Officer - The Chief Officer of the Host Organization must be identified and sign the permit application. Typically, the Chief Officer is the Chief Executive Officer, President, Executive Director or Board Chair of the Host Organization.

Chief Officer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

Applicant/Primary Contact - Please list any person, professional event organizer, event service provider hired by you that is authorized to work on your behalf to plan this event and be available during the entire event.

First: _____ Last: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

A written communication from the Chief Officer of the Host Organization authorizing the applicant to apply for this Special Event Permit on their behalf must be submitted with your permit application.

SUBMISSION REQUIREMENTS: *Application must be submitted a minimum of 30 days prior to event.*

Event description – Please be specific.

Event Information

Name of Event: _____

Is this an annual event? Yes No If yes, how many years has it been held? _____

Anticipated Participants – The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Date _____ Number of Participants _____

Date _____ Number of Participants _____

Date _____ Number of Participants _____

Event Category

____ Organized Run/Walk ____ Festival/Celebration ____ Neighborhood Block Party

____ Street Festival ____ Cycling Event

____ Parade/Procession/March ____ Other, please specify: _____

Event Location

City Property (describe) _____

____ Streets or Right Of Way, please specify: _____

____ Other, please specify: _____

Date/Time

Event Dates

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

Setup

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

Move-out

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

Date: _____ Start Time: _____ End Time: _____

EXHIBIT D – Notice of Proposed Alteration or New Improvement

BRITE LAKE IMPROVEMENT(S) APPLICATION

Anticipated start date: _____ Anticipated completion date: _____

Improvement(s) description:

Estimated cost: _____

Applicant/Primary Contact

First: _____ Last: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

EXHIBIT E – Minimum Rules and Regulations

- Visitors must stay within the Recreational Area. No trespassing on surrounding land, harassing of livestock or acts of vandalism.
- Vehicular traffic is confined to designated roads. Speed limit is 10 MPH.
- Parking is limited to designated areas only and limited 2 vehicles per campsite.
- Off-Highway Vehicle use strictly prohibited.
- Possession of firearms and weapons strictly prohibited.
- Quiet time is 10:00 PM – 6:00 AM.
- Campfires are confined to campfire rings. Fires are prohibited in high winds or red flag conditions.
- Swimming and/or bodily contact with lake water is prohibited.
- Boats: Combustion engines are prohibited on the lake.
- 3 licensed, domesticated animals per site. Pets must be leashed at **all** times. Clean up after pets.

* VISITORS IDENTIFIED VIOLATING ANY OF THESE RULES WILL BE REMOVED FROM THE RECREATION AREA IMMEDIATELY

RESOLUTION NO. 9-21

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
AUTHORIZING THE TREASURER OF THE COUNTY OF KERN
TO TRANSFER FUNDS IN ITS CUSTODY FOR MEETING THE
OBLIGATIONS INCURRED FOR MAINTENANCE AND
OPERATION OF THE DISTRICT**

WHEREAS, the Tehachapi Valley Recreation and Park District, hereinafter referred to as "District", is a recreation and park district duly organized and existing under Chapter 4 of Division 5 of the Public Resources Code of the State of California (Section 5780 et seq.); and

WHEREAS, the District has incurred debts for the FY 2021-2022 budget in the amount of \$450,000.00 for maintenance and operation purposes by District in the care and operation of its recreational facilities; and

WHEREAS, pursuant to Article 16, Section 6 of the California Constitution, District may authorize the treasurer for the County of Kern to transfer funds in his custody on a temporary basis in order to provide necessary funds for the District to meet its obligations for maintenance purposes and that such temporary transfer of funds shall not exceed 85% of the taxes accruing to District during the next fiscal year, to with fiscal year 2021-2022; and

WHEREAS, said temporary transfer of funds shall be replaced by district from the taxes accruing to District before any other obligations District are met from such taxes; and

WHEREAS, the Board of Directors wishes to authorize the treasurer of the County of Kern to make such temporary transfer of funds.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby authorizes the treasurer for the County of Kern to transfer to District the sum of \$450,000.00 which does not exceed 85% of the taxes accruing to District for the fiscal year.

BE IT FURHTER RESOLVED that the Board of Directors for the Tehachapi Valley Recreation and Park District hereby orders the replacement of said \$450,000.00, from the taxes accruing to District before any other obligations of District are met from such taxes.

BE IT FURTHER RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby orders that funds hereinabove authorized to be transferred shall be used for maintenance purposes of District's recreation and park facilities.

PASSED AND ADOPTED this 20th day of July, 2021 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors