



# **Tehachapi Valley**

## **Recreation & Park District**

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

**REGULAR BOARD MEETING  
TUESDAY, MARCH 21, 2017, 5:30 P.M.**

### **BOARD OF DIRECTORS**

LAURA LYNNE WYATT, CHAIRPERSON  
CRAIG MIFFLIN, VICE-CHAIRPERSON  
PAULETTE RUSH, DIRECTOR  
MARY LOU CORPUS-ZAMUDIO, DIRECTOR  
KALEB JUDY, 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 February 21, 2017 (Pages 4-9).
- C. Approval the 2017 Agreement between Tehachapi Valley Recreation and Park District and the Barracuda Swim Team (Pages 10-22).

**5. RECREATION SUPERVISOR REPORT**

**6. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT**

**7. DISTRICT MANAGER REPORT**

**8. FINANCIAL REPORT**

**9. AGENDA ITEMS**

- A. Approval of the Preliminary Financial Reports for February 2017 – Discussion/Approval (Pages 23-33).
- B. Amendment to Tehachapi Valley Recreation and Park District's CalPERS Contract adding the CalPERS Supplemental Income 457 Plan– Discussion/Approval, Resolution #3-17 (Pages 34-37).
- C. Dye Natatorium Operational Season – Discussion
- D. Approving the Application for Grant Funds for California Climate Investments Urban Greening Program – Discussion/Approval, Resolution #4-17 (Pages 38-39).

**10. BOARD OF DIRECTORS' TIME**

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

**11. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on April 25, 2017.*



## **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 21, 2017, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, March 17, 2017, at 12:00 P.M. approximately:

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

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 17<sup>th</sup> day of March 2017.

Dated this 17<sup>th</sup> day of March 2017.

*Carrie Champlin*  
Carrie Champlin  
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING  
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT  
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561  
TUESDAY FEBRUARY 21, 2017, 5:30 P.M.**

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

**BOARD MEMBERS**

Craig Mifflin, Chairperson  
Paulette Rush, Vice-Chairperson  
Mary Lou Corpus-Zamudio, Director  
Laura Lynne Wyatt, Director  
Kaleb Judy, Director

**ALSO PRESENT**

LeAnn Williams, District Manager  
Corey Torres, Recreation Supervisor  
Nolan Ferdinand, Park & Facility Maintenance Supervisor  
Taylor Davis, Office Specialist  
Tom Neisler, TCCWD  
David Shaw, GHCSO  
Brian Duhart, GHCSO Lands Committee  
Dusty McCauley, Mountain Anglers  
Steve Shaw  
Nick Apel

1. **FLAG SALUTE:** Vice-Chairperson Rush led the Flag Salute.
2. **ROLL CALL:** Director Corpus-Zamudio was absent.
3. **PUBLIC COMMENTS:** Tehachapi Cummings County Water District Manager Tom Neisler Introduced himself to the Board and explained the plans for importing and exporting of water at Brite Lake. Golden Hills Community Services District Lands Committee Member David Shaw thanked TVRPD for their work on the Meadowbrook Park refurbishment and invited the Board to attend the District Lands Committee meetings. Steve Shaw addressed the Board and informed them that he is acquiring land in and around the Golden Hills area that has significant attributes as a wetlands preserve as well as educational opportunities. He encouraged the Board to continue to make partnerships in the Golden Hills area to help tie our communities together, and use the phenomenal lands Golden Hills offers to provide educational and recreational opportunities for our community.

**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 - Wyatt: Ayes: Mifflin; Rush; Wyatt; Judy**  
**Noes: None. Motion carried.**  
**Absent: Corpus – Zamudio**

**B. Approval of Minutes from the Regular Board Meeting held October 18, 2016.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD OCTOBER 18, 2016.

**Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt**

**Abstain: Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

**C. Approval of Minutes from the Special Board Meeting held November 15, 2016.**

BOARD APPROVES THE MINUTES FROM THE SPECIAL BOARD MEETING HELD NOVEMBER 15, 2016.

**Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt**

**Abstain: Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

**D. Approval of the TVRPD Salary Schedule and Job Descriptions.**

BOARD APPROVES THE TVRPD SALARY SCHEDULE AND JOB DESCRIPTIONS.

**Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

**5. RECREATION SUPERVISOR REPORT**

Recreation Supervisor Corey Torres gave the report.

- Youth Basketball is in progress and will finish March 18, 2017.
- Tot Enrichment and Parent and Me classes are at 94% capacity and will finish at the end of May. Torres thanked Kelli Gilbert for all her work with the classes.
- Torres thanked Cash the Wonder Dog for continuing to sponsor the Start Smart programs.
- T-Ball/Youth Baseball will start in April.
- Men's League Basketball has three teams signed up and league will start March 20, 2017.
- TVRPD run events will start in May with Run & Ride with the Wind 5K and Duathlon.
- Dye Natatorium opens in April.
- Lifeguard Training Classes – Corey Torres will be certified so we can train lifeguards in-house.
- Adventure Camp 2017 – Three 2 week sessions will be held for children age 5-12.
- 2017 TVRPD brochure is at the printers and will be distributed in the next week.
- Torres thanked Taylor Davis for her work on setting up registration in REC1 with this year's programs and events.
- District Manager Williams thanked Torres for his work in streamlining the volunteer process through REC1.

**6. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT**

Park and Facility Maintenance Supervisor Nolan Ferdinand gave the report.

- Maintenance Department has been busy with all the winter weather that we have been getting. Several roof leaks have been repaired at ABIAC and the District Office.
- Ferdinand thanked Alert Disaster Restoration for donating their time and work to repair the ABIAC kitchen that had water damage.

- Ferdinand thanked the maintenance staff for their work in preparation for ABIAC grand opening. A new sign was installed on the outside of ABIAC. Waiting for the delivery of wall pads for the gym area. Slurry of the parking lot and installation of the new road sign is yet to come. A floor machine was purchased for ABIAC and it has cut the cleaning time by one-third.
- Ferdinand thanked Kathy Overturf for all her hard work. Mrs. Overturf takes pride in her work and takes great care of all of the TVRPD's facilities.
- We have two new Camp Hosts at Brite Lake - Shirley Wagner, and Shon and Victoria Sackett.
- A Gopher X machine was purchased for use at all properties.
- One student is working during the weekend with us from the TUSD WorkAbility Program.

## 7. DISTRICT MANAGER REPORT

District Manager LeAnn Williams gave the report.

- Williams thanked the TVRPD staff for their great work.
- Meadowbrook Park – It is rewarding to see the park in use after the refurbishment, it has become a high use park for our community. Softball field reconditioning is in progress. TMTA has done a good job at the Pump Track. Russ and Gayle Stewart purchased a drinking fountain for the Pump Track. When a potable water line is run to the Pump Track TVRPD has agreed to purchase and install a drinking fountain. Mr. and Mrs. Stewart agreed to have the drinking fountain they purchased installed at the Central Park playground area where a new drinking fountain is greatly needed. Williams thanked Mr. and Mrs. Stewart for their generosity.
- ABIAC – Grand opening of the facility was February 9<sup>th</sup>. It is a beautiful facility for our community. A new emergency communication system is needed for the facility. We have contracted with Secure Systems to monitor and install the system. The new system will cost approximately \$8000.00. Until the installation of the system occurs we were approved to perform a "Fire Watch" every 30 minutes at the facility when it is in use. This approval allowed us to open the facility for our Youth Basketball program. Chairperson Mifflin thanked Aspen Builders Incorporated for their generous donation that made the refurbishment of the activity center possible. Their generosity has given our community an amazing sports facility.
- Central Park – Central Park playground reopened February 10<sup>th</sup>. The park is busy and the community is enjoying the new playground structures.
- West Park – West Park refurbishment is on hold due to storm water flooding and a failing drywell. Quad Knopf will redesign the park to include a bioswale. Working with the City of Tehachapi to possibly change the irrigation water at West Park to non-potable water. We will need to see what the change will entail, including turf changes, and the cost of replacing the irrigation system with the required purple piping and fixtures.
- Brite Lake – The weather has been rough on the aging infrastructure. The old Orangeburg septic lines are failing. One restroom facility had to be closed. We are looking for grants to help with the cost of the needed refurbishment of the restroom facilities.

- Dye Natatorium – The facility will open April 3<sup>rd</sup> for JMS P.E. classes, Barracuda Swim Team, and THS Swim Team. The District will revisit the facilities operational season yearly. Determining the length of the operational season will depend on the budget and will be determined in part by the increase in minimum wage that will occur in the next few years.

## 8. FINANCIAL REPORT

Office Manager Carrie Champlin gave the report.

## 9. AGENDA ITEMS

### A. Approval of the Preliminary Financial Reports for October – December of 2016, and January 2017.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR OCTOBER – DECEMBER OF 2016, AND JANUARY 2017.

**Wyatt - Rush: Ayes: Mifflin; Rush; Wyatt**

**Abstain: Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

### B. Recognition of Stallion Springs CSD.

Corey Torres thanked Stallion Springs CSD for allowing TVRPD to use their gymnasium for Youth Basketball while the Aspen Builders Incorporated Activity Center was under construction.

### C. Recognition of TVRPD Director Brian Duhart.

District Manager LeAnn Williams and TVRPD Board presented Brian Duhart with a plaque in honor of his years of service to TVRPD as a Board member.

### D. Introduction of New TVRPD Director.

Director Kaleb Judy was introduced to the Board.

### E. Election of TVRPD's Board of Directors' Officers.

Nominations were opened for Chairperson of the Board. Chairperson Mifflin nominated Director Wyatt for Chairperson. No further nominations were made.

BOARD ELECTS LAURA LYNNE WYATT AS CHAIRPERSON.

**Mifflin - Rush: Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

Nominations were opened for Vice-Chairperson of the Board. Vice-Chairperson Rush nominated Director Mifflin for Vice-Chairperson. No further nominations were made.

BOARD ELECTS CRAIG MIFFLIN AS VICE-CHAIRPERSON.

**Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

**F. Approving the TVRPD Board of Directors 2017 Board Meeting Schedule.**

BOARD APPROVES THE 2017 BOARD MEETING SCHEDULE.

**Wyatt - Judy: Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

**G. Meadowbrook Park Notice of Completion.**

District Manager Williams gave the Board an update regarding the Meadowbrook Park Notice of Completion. This is the official public notice of completion for the project.

**H. Brite Lake Fishing Derby Discussion.**

Chairperson Wyatt and District Manager Williams gave the Board background information regarding the Fishing Derby and explained the increase in cost of purchasing fish to stock the lake for the event. They also explained how the drought negatively impacted fish hatcheries. Fish cost \$6000.00 in 2016, and cost \$8,000.00 this year. District Manager Williams explained that we cannot afford to stock Brite Lake with the increase in fish prices. Director Rush confirmed that a minimum of \$10,000.00 would be needed to run the Fishing Derby event this year. The Board invited comments from the public to discuss options for the Brite Lake Derby. Mr. Dusty McCauley addressed the Board and gave his knowledge of fishing at Brite Lake as well stating his disappointment that the Fishing Derby was cancelled. Mr. McCauley offered several suggestions as how to stock the lake and promote the Fishing Derby event. Mr. McCauley also stated that the Brite Lake Fishing Derby is a Tehachapi tradition. Brian Duhart suggested that if we cannot run the Fishing Derby event this year that we could instead hold a fun family fishing day. Mr. Steven Shaw pointed out that in the TVRPD budget, the Brite Lake Fishing Derby did bring in revenue in 2013/2014 and 2014/2015. Mr. Shaw suggested the Board might consider subsidizing the Fishing Derby with the overall profit earned at the Brite Lake facility. District Manager Williams explained we do not want to charge for an event where the customer would not have a good chance to catch fish. Several alternate ideas were discussed. Vice-Chairperson Mifflin stated that if the fishermen raised funds for the Fishing Derby, that there are companies in the community that would be willing to match the funds that were raised. BHE Renewables and Lehigh Cement companies agreed to match the funds raised by the Brite Lake fishermen.

**I. Approving the District Manager to Allocate Site Lease Loan Funds in an Amount not to Exceed \$48,000.00 for the Purchase and Installation of a Nine Hole Disc Golf Course, and the Installation of Play Equipment at Brite Lake.**

BOARD APPROVES THE DISTRICT MANAGER TO ALLOCATE SITE LEASE LOAN FUNDS IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR THE PURCHASE AND INSTALLATION OF A NINE HOLE DISC GOLF COURSE, AND THE INSTALLATION OF PLAY EQUIPMENT AT BRITE LAKE.

**Wyatt - Rush: Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**



**J. Tehachapi Valley Recreation and Park District's FY 2016/2017 Midyear Budget Review.**

District Manager Williams presented the budgetary changes to the Board.

Public Hearing Opened at 7:20 P.M.: No comments.

Public Hearing Closed at 7:21 P.M.

**BOARD ADOPTS TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S  
FY 2016/2017 MIDYEAR BUDGET ADJUSTMENTS AS PRESENTED.**

*TVRPD FY2016 2017 budget on file.*

**Judy - Wyatt; Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus-Zamudio**

Board of Directors Time was moved from item number eleven to item number ten.

- 10. BOARD OF DIRECTORS TIME:** Board thanked Brian Duhart for his years of service to TVRPD. Chairperson Wyatt stated that she is excited to have Mr. Duhart on the GHCSO Lands Committee.

**11. CLOSED SESSION: ADJOURNED TO CLOSED SESSION AT 7:25 P.M.**

**Wyatt - Rush; Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

- a. District Manager performance evaluation per Government Code Section 54957(b)(1)

Report on Closed Session:

No Action Taken.

**Wyatt - Rush; Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus – Zamudio**

Meeting reconvened at 7:54 P.M

**12. ADJOURNMENT**

Having no further business the meeting was adjourned at 7:55 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on March 21, 2017.

**Wyatt – Rush; Ayes: Mifflin; Rush; Wyatt; Judy**

**Noes: None. Motion carried.**

**Absent: Corpus - Zamudio**

Respectfully Submitted,

Carrie Champlin  
Carrie Champlin, Clerk of the Board

## **AGREEMENT**

**THIS AGREEMENT** made and entered into on this twenty-one (21) day of March, 2017 (the "Effective Date"), by and between the **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI BARRACUDA SWIM TEAM**, a California corporation ("Tehachapi Barracuda"). District and Tehachapi Barracuda are referred to herein singularly as a "party" and collectively as "parties."

## **RECITALS**

**WHEREAS**, District is the fee owner and operator of certain real property commonly known as the Dye Natatorium and located at 400-B South Snyder in Tehachapi, California (referred to as the "Premises");

**WHEREAS**, Tehachapi Barracuda operates a youth swim program for children of the City of Tehachapi and surrounding environs during the late spring and summer of each year;

**WHEREAS**, Tehachapi Barracuda desires to obtain a revocable license, and District is willing to grant a revocable license to Tehachapi Barracuda, for 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. Grant of License. District hereby grants to Tehachapi Barracuda a non-exclusive license in the Premises for Tehachapi Barracuda's use of the Premises pursuant to this Agreement (the "License").

2. Term. The term of the License and the other rights granted under this Agreement shall commence on the Effective Date, and shall terminate on July 20, 2017, unless sooner terminated, as set forth herein (the "Term").

3. Tehachapi Barracuda's Responsibilities. Tehachapi Barracuda understands and agrees that the License is subject to the following:

3.1 The License is non-exclusive, and the Premises will be made available for use by the general public at times when not utilized by Tehachapi Barracuda.

3.2 Tehachapi Barracuda shall provide evidence that it carries adequate insurance and indemnification to cover Tehachapi Barracuda activities and use of the Premises by Tehachapi Barracuda in accordance with the terms provided in Section 8.

3.4 Tehachapi Barracuda shall ensure that all volunteers have undergone adequate screening and background checks by a nationally certified screening agency. Upon request, Tehachapi Barracuda shall provide District with proof of same.

3.5 Tehachapi Barracuda shall pay to the District a per participant amount of Eighty and No Cents (\$80.00) or \$500 per week (whichever is higher) for the 2017 regular season swim season. This entitles the Tehachapi Barracuda to 2 hours of swim time, five days per week. Home Swim meets will be billed at \$80 per hour on top of the \$500 per week. The Tehachapi Barracuda shall pay to the District all rental fees on or before **June 20, 2017**. Tehachapi Barracuda shall provide league regular season schedules to the District in digital format contemporaneously with its execution and delivery of this 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 Tehachapi Barracuda to District management and shall be granted at District's sole discretion.

4. Security Deposit. On or before April, 4 2017, Tehachapi Barracuda shall pay a security deposit of One Thousand Dollars and No Cents (\$1,000.00), which shall be held as security for the performance of the terms of this Agreement. This security deposit may be used by District to cure any default under this Agreement, and Tehachapi Barracuda shall immediately replace any amount so used within fifteen (15) days after written demand by District. District may co-mingle the funds with other funds of District and shall not be required to maintain such funds in a segregated account. Following the expiration of the Term, the remaining amount of the Security Deposit, if any, will be returned to Tehachapi Barracuda upon the District's reconciliation of all fees and costs under this Agreement and following a walkthrough and verification of the vacated Premises by a District Representative.

5. Use. The License for the Premises is nonexclusive for the purposes of Tehachapi Barracuda operating an organized swim program for the youth of the City of Tehachapi and its environs. Tehachapi Barracuda shall provide District with a schedule of practices, meets and parties to commence on the Premises (the "Swim Schedule") contemporaneously with its

execution and delivery of this Agreement. Tehachapi Barracuda shall have first priority to use the Premises at the times set forth in the Swim Schedule. District shall have the right to use the Premises at all times that are not included in the Swim Schedule. Tehachapi Barracuda shall not allow other entities or individuals not associated with Tehachapi Barracuda to use the Premises without District's prior written consent, exercised in its sole and absolute discretion, even if dates and times are within the Swim Schedule. Tehachapi Barracuda shall faithfully observe and agrees to comply with (cause its employees, agents and invitees to comply with) any rules and regulations for the Premises implemented by District before or during the Term, and with such reasonable modifications thereof and additions thereto as District may from time to time make and put into effect.

6. Trained and Certified Coaches and Staff; Lifeguard Service. Tehachapi Barracuda acknowledges and agrees that all of its coaches and staff will be trained and certified as required by law, including, but not limited to, in accordance with Health and Safety Code Section 116033. The parties acknowledge and agree that District will be responsible for providing "lifeguard service" as defined by Health and Safety Code Section 116028 during the Swim Schedule at its sole cost and expense, without right of reimbursement from Tehachapi Barracuda. No lifeguard service will be provided by District for any time not included in the Swim Schedule. Accordingly, Tehachapi Barracuda shall indemnify, defend and hold harmless District from any and all claims, injuries, including death, damages, judgments, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to Tehachapi Barracuda or its guests or invitees using the Premises at any time not included on the Swim Schedule.

7. Disclaimer by District. NOTWITHSTANDING SECTION 6 OR ANY OTHER PROVISIONS IN THIS AGREEMENT, DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LIFEGUARD SERVICE OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

EVEN WITH THE LIFEGUARD SERVICE, TEHACHAPI BARRACUDA ACKNOWLEDGES AND AGREES THAT, USE OF THE SWIMMING POOL ON THE PREMISES (THE "ACTIVITY") CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. THE SPECIFIC RISKS VARY FROM ONE SPECIFIC ACTIVITY TO ANOTHER, BUT THE RISKS RANGE FROM 1) MINOR INJURIES SUCH AS SCRATCHES, BRUISES, AND

SPRAINS, 2) MAJOR INJURIES SUCH AS EYE INJURY OR LOSS OF SIGHT, JOINT OR BACK INJURIES, HEART ATTACKS, AND CONCUSSIONS, AND 3) CATASTROPHIC INJURIES INCLUDING PARALYSIS AND DEATH.

TEHACHAPI BARRACUDA ACKNOWLEDGES READING THE FOREGOING, AND UNDERSTANDS AND APPRECIATES THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITY. TEHACHAPI BARRACUDA, FOR ITSELF AND ITS GUESTS AND INVITEES, VOLUNTARY AND KNOWINGLY ASSUMES ALL SUCH RISKS. TEHACHAPI BARRACUDA AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT AND ITS HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, INCLUDING DEATH, DAMAGES, JUDGMENTS, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE ACTIVITY AND TO REIMBURSE DISTRICT FOR ANY SUCH COSTS AND EXPENSES INCURRED, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES.

TEHACHAPI BARRACUDA ALSO IS RESPONSIBLE FOR COMPENSATION OF LOST USE AND ANY DAMAGE TO THE SWIMMING POOL CAUSED BY TEHACHAPI BARRACUDA OR TEHACHAPI BARRACUDA'S GUESTS OR INVITEES, INCLUDING, BUT NOT LIMITED TO, BROKEN GLASS OR OTHER ITEMS INTRODUCED INTO THE PREMISES, CONTAMINATION OF THE WATER, DAMAGE TO THE AUTOMATIC CLEANERS OR OTHER SWIMMING POOL EQUIPMENT, OR EXCESSIVE LOSS OF WATER WILL RESULT IN CHARGES TO TEHACHAPI BARRACUDA FOR CORRECTION OF THE PROBLEM.

TEHACHAPI BARRACUDA ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT TEHACHAPI BARRACUDA SHALL INVESTIGATE ALL APPLICABLE FEDERAL, STATE OF CALIFORNIA, COUNTY OF KERN OR CITY OF TEHACHAPI SWIMMING POOL BARRIER LAWS AND REGULATIONS, AND ALSO AGREES TO COMPLY, AT TEHACHAPI BARRACUDA'S SOLE COST AND EXPENSE WITHOUT RIGHT OF REIMBURSEMENT FROM DISTRICT, WITH SUCH LAWS AND REGULATIONS DURING THE TERM OF THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TEHACHAPI BARRACUDA EXPRESSLY RELIEVES AND INDEMNIFIES, DEFENDS AND HOLDS HARMLESS DISTRICT FROM

ANY AND ALL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH SUCH LAWS AND REGULATIONS.

8. Insurance. Tehachapi Barracuda 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 Tehachapi Barracuda participants, employees, volunteers, or other persons performing services for Tehachapi Barracuda or participating in Tehachapi Barracuda 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 Tehachapi Barracuda's obligations under this Agreement, including, but not limited to, the obligations to indemnify District as set forth in Section 9; and,
- (e) Products liability for all products distributed by Tehachapi Barracuda, whether by sale or otherwise.

Tehachapi Barracuda's insurance policy shall name District, its agents, officers, directors, employees, and representatives as additional insured. The policy shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District. Tehachapi Barracuda's policy shall provide primary coverage, and no insurance of District shall be called upon to contribute to a loss under the limits of Tehachapi Barracuda's policy. Tehachapi Barracuda'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 the Effective Date, Tehachapi Barracuda 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 8. Cancellation of any of the insurance described herein, or any portion of said insurance, shall automatically suspend the License and Tehachapi Barracuda's rights under this Agreement. Upon such an occurrence, Tehachapi Barracuda shall immediately

cease all operations under the License and this Agreement and vacate the Premises. District shall have the right to immediately terminate, without notice, all operations under the License and this Agreement in the event Tehachapi Barracuda fails or refuses to do so.

9. Indemnification.

9.1. Tehachapi Barracuda 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 the License and Tehachapi Barracuda'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.

9.2. District does not, and shall not, waive any rights against Tehachapi Barracuda 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 Tehachapi Barracuda's insurance shall not act as a limitation upon the amount of indemnification to be provided by Tehachapi Barracuda to the District in the event of loss, claim, damage or expense. This Section 9 shall survive the expiration or earlier termination of the License and this Agreement.

10. Non-Liability of Public Officials and Employees. No member, official, employee, or director of District shall be personally liable to Tehachapi Barracuda in the event of any default by District in the performance of any of District's obligations under the terms of this Agreement.

11. Maintenance.

11.1. Generally. District shall provide general maintenance to the Premises, at no additional expense to Tehachapi Barracuda.

11.2. Equipment and Maintenance. Tehachapi Barracuda shall be responsible for removing and stowing any Tehachapi Barracuda equipment following any and all Tehachapi Barracuda use of the Premises. Tehachapi Barracuda shall be responsible for cleaning up and removing loose trash and litter from the pool deck and pool immediately following any and all Tehachapi Barracuda use of the Premises. Failure to do so, as determined by the District in its sole and absolute discretion, will result in fees not to exceed Fifty Dollars and No Cents (\$50.00) per day.

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

12. 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. Tehachapi Barracuda 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.

13. Inspection. Tehachapi Barracuda 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 the License and this Agreement, the exercise of all rights under the License and this Agreement, posting of notices, and all other lawful purposes.

14. Ownership of Improvements. Tehachapi Barracuda shall not construct or install 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. Tehachapi Barracuda 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 Tehachapi Barracuda remove any or all equipment and property on the Premises owned by Tehachapi Barracuda, in which case Barracuda shall remove such equipment and return the Premises to its original condition as nearly as may be practical. Tehachapi Barracuda shall have thirty (30) days following the date of cancellation or termination of the License and this Agreement by which to remove any equipment.

15. Repair and Removal of Equipment. 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.



16. Default and Remedies.

16.1. Upon Tehachapi Barracuda's breach of the License and 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 Tehachapi Barracuda's expense and for its account.

16.2. 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 the License and this Agreement; or
- (b) From time to time, without terminating the License and this Agreement, grant a license or lease the entire, or any portion, of the Premises for such terms, which may extend beyond the Term and at such licenses or 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 relicensing or letting, Tehachapi Barracuda shall immediately pay to District the expenses of relicensing or letting 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.

16.3. No re-entry or taking of possession of the Premises by District shall be construed as an election by District to terminate the License or this Agreement unless written notice of such intent is delivered to Tehachapi Barracuda or the License and this Agreement is declared to be terminated by a court of competent jurisdiction.

16.4. Nothing contained in this Agreement, and no security or guaranty that District holds now or in the future under the License or 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.

16.5. The notice requirements provided herein shall not be applicable to a breach of Sections 8 or 27 of this Agreement, wherein District may, in its sole discretion, terminate this Agreement forthwith and without notice, in the manner specified therein.

17. Insolvency. Any one of the following constitutes a default under this Agreement by Tehachapi Barracuda:

- (a) The appointment of a receiver to take possession of all or substantially all assets of Tehachapi Barracuda; or,
- (b) A general assignment by Tehachapi Barracuda for the benefit of its creditors; or,
- (c) An action taken or suffered by Tehachapi Barracuda under any insolvency or bankruptcy act.

18. Waste. Tehachapi Barracuda 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.

19. Liens. Tehachapi Barracuda 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. Tehachapi Barracuda shall keep the Premises and the License 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 Tehachapi Barracuda upon the Premises. Tehachapi Barracuda 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 Tehachapi Barracuda upon the Premises and any loss incurred by District on account of such liens.

20. 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.

21. Licenses, Permits, Fees and Assessments. Tehachapi Barracuda 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. Tehachapi Barracuda 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.

22. Assignment, Subletting, Encumbrances. Tehachapi Barracuda shall not assign the License or 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 Tehachapi Barracuda 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 the License and this Agreement. No interest of Tehachapi Barracuda in the License or 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:

Mrs. LeAnn Y Williams

District Manager

TEHACHAPI VALLEY RECREATION AND  
PARK DISTRICT

P.O. Box 373

Tehachapi, CA 93581

To Tehachapi Barracuda:

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**Mrs. Denise Avalos**

President

TEHACHAPI BARRACUDA SWIM TEAM

1006 Marge Lane

Tehachapi, CA 93561

24. Attorneys' Fees and Costs. In any action or proceeding by either party to enforce or interpret the License or 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. Tehachapi Barracuda shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

26. Compliance with ADA. Tehachapi Barracuda shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. (the "Act"). Tehachapi Barracuda shall be responsible for determining all such prohibitions as well as all other provisions of the Act which apply to District and Tehachapi Barracuda shall comply therewith. Failure by Tehachapi Barracuda to comply with the Act shall automatically terminate this Agreement. Should District determine, in District's sole discretion, that Tehachapi Barracuda is not complying with the Act, District may, without notice, immediately terminate this Agreement. Tehachapi Barracuda hereby agrees to indemnify and hold District harmless from all liabilities under the Act that result from Tehachapi Barracuda's failure to comply with this Section 25.

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, Tehachapi Barracuda shall maintain District on Tehachapi Barracuda'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 Tehachapi Barracuda. Tehachapi Barracuda 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. Participant Waivers. Tehachapi Barracuda shall obtain written waivers of liability executed by a parent or legal guardian of each participant in Tehachapi Barracuda's programs to protect and hold harmless District and Tehachapi Barracuda from any injuries that result from participation in Tehachapi Barracuda'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 Division, 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK;

SIGNATURES ON NEXT PAGE]

38. Effective Date. This Agreement shall become effective as of the Effective Date upon the delivery and execution by the parties.

Dated: \_\_\_\_\_, 2017

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

By: LEANN WILLIAMS  
Its: District Manager

Dated: \_\_\_\_\_, 2017

**TEHACHAPI BARRACUDA SWIM TEAM**, a  
California corporation ("Tehachapi Barracuda")

By: \_\_\_\_\_  
Its: President



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# Financial Report

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Tehachapi Valley Recreation and Park District  
For the period ended February 28, 2017

Prepared by  
**Better Ledger Inc**

Prepared on  
**March 9, 2017**

Prepared without audit

# Tehachapi Valley Recreation and Park District

## BALANCE SHEET

As of February 28, 2017

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	
1000.1 Cash in County Treasury-General Fund	85,371.79
1000.3 Cash in County Treasury-Quimby	3,169.17
1000.5 Cash in County Treasury-Veterans Memorial Fund	50.77
1000.6 Pool Funds	484.00
1000.8 Site Lease Restricted Funds	232,392.08
<b>Total 1000 Cash in County Treasury General Fund</b>	<b>321,467.81</b>
1004 Check BOTS 4470	49,674.95
1005 County Treasury Capital Projects Fund	4,618.58
1051 Change Fund	850.00
1100 Petty Cash Fund	200.00
<b>Total Bank Accounts</b>	<b>\$376,811.34</b>
Accounts Receivable	
1200 Accounts Receivable	22,224.12
<b>Total Accounts Receivable</b>	<b>\$22,224.12</b>
Other Current Assets	
1070 Prepaid Expenses	15,462.68
1092 Credit Card Receivables	3,796.26
1210 Inventory Asset	4,709.37
<b>Total Other Current Assets</b>	<b>\$23,968.31</b>
<b>Total Current Assets</b>	<b>\$423,003.77</b>
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	2,413,536.06
1163 Equipment	1,036,598.08
1163.1 Equipment Not Placed In Service	50,043.59
1164 Swimming Pool & Building	426,533.12
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,623,827.00
1180 Fleet Vehicles and Equipment	85,118.77
1280 Site Lease Issuance Cost	20,250.00
<b>Total Fixed Assets</b>	<b>\$2,543,735.68</b>
<b>TOTAL ASSETS</b>	<b>\$2,966,739.45</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	11,952.67



	TOTAL
<b>Total Accounts Payable</b>	<b>\$11,952.67</b>
Credit Cards	
2010 Cardmember Services Payable	4,837.38
2014 Home Depot Payable	416.50
<b>Total Credit Cards</b>	<b>\$5,253.88</b>
Other Current Liabilities	
2021 Accrued Salaries & Wages	12,605.78
2022 Accrued Employer PR Taxes	1,237.04
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	17,893.38
2024.3 Accrued Sick Leave (50%)	13,515.85
<b>Total 2024 Accrued Vacation, Sick, &amp; Comp Time</b>	<b>31,409.23</b>
2207 Sales tax payable	433.49
2210 Payroll Liabilities	
2211 CalPERS Payable	768.30
2231 Health Plan Payable	7,244.49
2250 Payroll Tax Liabilities	6,967.16
<b>Total 2210 Payroll Liabilities</b>	<b>14,979.95</b>
2270 Refundable Deposits	1,000.00
<b>Total Other Current Liabilities</b>	<b>\$61,665.49</b>
<b>Total Current Liabilities</b>	<b>\$78,872.04</b>
Long-Term Liabilities	
2305 CalPERS Unfunded Accrued Liability Valuation	20,416.80
2310 COPF Site Lease	587,250.00
<b>Total Long-Term Liabilities</b>	<b>\$607,666.80</b>
<b>Total Liabilities</b>	<b>\$686,538.84</b>
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	2,543,735.68
<b>Total 3010 Net Investment In Capital Assets</b>	<b>2,543,735.68</b>
3020 Restricted Funds	
3022 Capital Projects	4,618.58
3023 Quimby	3,169.17
3026 Veterans Memorial and Pool Restricted Funds	534.77
3028 Site Lease Funds	232,392.08
<b>Total 3020 Restricted Funds</b>	<b>240,714.60</b>
3030 Unrestricted Funds	567,296.05
3110 Retained Earnings	-281,688.44
Net Income	-789,857.28
<b>Total Equity</b>	<b>\$2,280,200.61</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,966,739.45</b>

# Tehachapi Valley Recreation and Park District

## PROFIT AND LOSS

February 2017

	TOTAL		
	FEB 2017	JUL 2016 - FEB 2017 (YTD)	% OF INCOME
<b>INCOME</b>			
4010 Property Taxes	19,724.62	516,441.01	41.65 %
4020 Interest Income	196.43	4,085.70	0.41 %
4030 Adult Program Revenues	1,690.00	13,358.05	3.57 %
4050 Facility Revenue	2,854.06	56,162.98	6.03 %
4200 Contracted Classes Revenues	3,878.75	21,793.75	8.19 %
4210 Events Revenues		20,316.95	
4213 Operational Grants		11,910.00	
4215 Capital Grants	12,500.00	135,811.36	26.39 %
4300 Youth Program Revenues	6,647.50	64,801.65	14.04 %
4610 Billable Expense Income		7,977.41	
4650 Discounts given	-132.00	-2,434.00	-0.28 %
4704 Sales		272.03	
4760 Other Income		2,575.39	
<b>Total Income</b>	<b>\$47,359.36</b>	<b>\$853,072.28</b>	<b>100.00 %</b>
<b>COST OF GOODS SOLD</b>			
5001 Adult Program Costs		759.00	
5004 Contracted Classes Costs	3,248.56	18,291.35	6.86 %
5005 Events Costs	673.00	33,416.07	1.42 %
5008 Youth Program Costs	554.34	11,160.51	1.17 %
5110 Scholarship Fund Expense	154.50	1,507.50	0.33 %
5704 Purchases for Resale		79.80	
<b>Total Cost of Goods Sold</b>	<b>\$4,630.40</b>	<b>\$65,214.23</b>	<b>9.78 %</b>
<b>GROSS PROFIT</b>	<b>\$42,728.96</b>	<b>\$787,858.05</b>	<b>90.22 %</b>
<b>EXPENSES</b>			
6000 Employee Costs	48,879.35	390,877.84	103.21 %
7010 Advertising & Marketing	9,460.90	15,940.08	19.98 %
7020 Bank Service Charges	483.09	5,658.00	1.02 %
7026 Charitable Contribution		1,875.00	
7030 Dues & Subscriptions		7,816.83	
7035 Equipment Rents & Leases	454.92	1,155.20	0.96 %
7050 Insurance	1,694.08	14,000.71	3.58 %
7056 Interest Expense		8,730.67	
7060 Licenses & Fees	632.27	6,316.69	1.34 %
7070 Maintenance	4,141.95	63,392.55	8.75 %
7084 Meals & Entertainment	48.48	1,645.26	0.10 %
7090 Office Supplies	1,244.37	8,675.91	2.63 %
7120 Professional Development		5,680.07	
7150 Professional Fees	2,708.90	34,530.03	5.72 %
7160 Property Tax Collection Fee		107.29	
7180 Security	179.96	1,473.10	0.38 %
7210 Telephone	926.95	7,340.11	1.96 %

	TOTAL		
	FEB 2017	JUL 2016 - FEB 2017 (YTD)	% OF INCOME
7230 Uniforms & Apparel	1,581.56	4,638.61	3.34 %
7250 Utilities	5,024.26	46,218.47	10.61 %
<b>Total Expenses</b>	<b>\$77,461.04</b>	<b>\$626,072.42</b>	<b>163.56 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -34,732.08</b>	<b>\$161,785.63</b>	<b>-73.34 %</b>
<b>OTHER INCOME</b>			
8020 Insurance Settlement Proceeds		82,554.63	
8040 TVRPD Development Fee Revenues		29,918.00	
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$112,472.63</b>	<b>0.00%</b>
<b>OTHER EXPENSES</b>			
8501 Fixed Asset Purchases	190,116.86	338,230.88	401.43 %
8502 Capital Improvements		706,889.82	
8505 Quimby Expense		4,741.84	
8507 Loan Principal Payments (2310)		14,253.00	
<b>Total Other Expenses</b>	<b>\$190,116.86</b>	<b>\$1,064,115.54</b>	<b>401.43 %</b>
<b>NET OTHER INCOME</b>	<b>\$ -190,116.86</b>	<b>\$ -951,642.91</b>	<b>-401.43 %</b>
<b>NET INCOME</b>	<b>\$ -224,848.94</b>	<b>\$ -789,857.28</b>	<b>-474.77 %</b>

# Tehachapi Valley Recreation and Park District

## PROFIT & LOSS PRIOR YEAR COMPARISON

February 2017

	TOTAL			
	FEB 2017	FEB 2016 (PY)	CHANGE	% CHANGE
<b>INCOME</b>				
4010 Property Taxes	19,724.62	21,006.93	-1,282.31	-6.10 %
4020 Interest Income	196.43	91.99	104.44	113.53 %
4030 Adult Program Revenues	1,690.00	1,000.00	690.00	69.00 %
4050 Facility Revenue	2,854.06	8,547.00	-5,692.94	-66.61 %
4200 Contracted Classes Revenues	3,878.75	2,390.00	1,488.75	62.29 %
4213 Operational Grants		1,000.00	-1,000.00	-100.00 %
4215 Capital Grants	12,500.00		12,500.00	
4300 Youth Program Revenues	6,647.50	7,960.00	-1,312.50	-16.49 %
4610 Billable Expense Income		143.00	-143.00	-100.00 %
4650 Discounts given	-132.00	-165.50	33.50	20.24 %
<b>Total Income</b>	<b>\$47,359.36</b>	<b>\$41,973.42</b>	<b>\$5,385.94</b>	<b>12.83 %</b>
<b>COST OF GOODS SOLD</b>				
5004 Contracted Classes Costs	3,248.56	795.00	2,453.56	308.62 %
5005 Events Costs	673.00	450.43	222.57	49.41 %
5008 Youth Program Costs	554.34	2,646.06	-2,091.72	-79.05 %
5110 Scholarship Fund Expense	154.50	150.00	4.50	3.00 %
<b>Total Cost of Goods Sold</b>	<b>\$4,630.40</b>	<b>\$4,041.49</b>	<b>\$588.91</b>	<b>14.57 %</b>
<b>GROSS PROFIT</b>	<b>\$42,728.96</b>	<b>\$37,931.93</b>	<b>\$4,797.03</b>	<b>12.65 %</b>
<b>EXPENSES</b>				
6000 Employee Costs	48,879.35	55,371.87	-6,492.52	-11.73 %
7010 Advertising & Marketing	9,460.90	9,195.11	265.79	2.89 %
7020 Bank Service Charges	483.09	484.82	-1.73	-0.36 %
7035 Equipment Rents & Leases	454.92	343.44	111.48	32.46 %
7050 Insurance	1,694.08	1,671.25	22.83	1.37 %
7060 Licenses & Fees	632.27	189.52	442.75	233.62 %
7070 Maintenance	4,141.95	3,051.51	1,090.44	35.73 %
7084 Meals & Entertainment	48.48	98.29	-49.81	-50.68 %
7090 Office Supplies	1,244.37	769.98	474.39	61.61 %
7120 Professional Development		200.00	-200.00	-100.00 %
7150 Professional Fees	2,708.90	2,383.16	325.74	13.67 %
7180 Security	179.96		179.96	
7210 Telephone	926.95	1,324.02	-397.07	-29.99 %
7230 Uniforms & Apparel	1,581.56		1,581.56	
7250 Utilities	5,024.26	8,917.40	-3,893.14	-43.66 %
<b>Total Expenses</b>	<b>\$77,461.04</b>	<b>\$84,000.37</b>	<b>\$ -6,539.33</b>	<b>-7.78 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -34,732.08</b>	<b>\$ -46,068.44</b>	<b>\$11,336.36</b>	<b>24.61 %</b>
<b>OTHER INCOME</b>				
8040 TVRPD Development Fee Revenues		2,137.00	-2,137.00	-100.00 %
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$2,137.00</b>	<b>\$ -2,137.00</b>	<b>-100.00 %</b>
<b>OTHER EXPENSES</b>				

	TOTAL			
	FEB 2017	FEB 2016 (PY)	CHANGE	% CHANGE
8501 Fixed Asset Purchases	190,116.86		190,116.86	
8505 Quimby Expense		507.57	-507.57	-100.00 %
<b>Total Other Expenses</b>	<b>\$190,116.86</b>	<b>\$507.57</b>	<b>\$189,609.29</b>	<b>37,356.28 %</b>
<b>NET OTHER INCOME</b>	<b>\$ -190,116.86</b>	<b>\$1,629.43</b>	<b>\$ -191,746.29</b>	<b>-11,767.69 %</b>
<b>NET INCOME</b>	<b>\$ -224,848.94</b>	<b>\$ -44,439.01</b>	<b>\$ -180,409.93</b>	<b>-405.97 %</b>

# Tehachapi Valley Recreation and Park District

## STATEMENT OF CASH FLOWS

February 2017

	TOTAL
<b>OPERATING ACTIVITIES</b>	
Net Income	-224,848.94
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-12,500.00
1070 Prepaid Expenses	2,318.66
1092 Credit Card Receivables	-50.00
2000 Accounts Payable-General Fund	-161,699.32
2010 Cardmember Services Payable	1,659.71
2014 Home Depot Payable	-88.55
2021 Accrued Salaries & Wages	724.98
2022 Accrued Employer PR Taxes	-149.68
2207 Sales tax payable	336.11
2211 Payroll Liabilities:CalPERS Payable	5.06
2231 Payroll Liabilities:Health Plan Payable	6,680.47
2250 Payroll Liabilities:Payroll Tax Liabilities	1,265.82
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-161,496.74</b>
<b>Net cash provided by operating activities</b>	<b>\$ -386,345.68</b>
<b>INVESTING ACTIVITIES</b>	
1162 Improvements	-660,252.19
1163 Equipment	-281,789.13
1163.1 Equipment Not Placed In Service	91,672.27
1190 Construction In Progress	660,252.19
<b>Net cash provided by Investing activities</b>	<b>\$ -190,116.86</b>
<b>FINANCING ACTIVITIES</b>	
2305 CalPERS Unfunded Accrued Liability Valuation	630.40
3012 Net Investment In Capital Assets:Investment in Fixed Assets	190,116.86
3028 Restricted Funds:Site Lease Funds	-177,489.80
3029 Restricted Funds:ABIAC Fountain Fund	-5,000.00
3030 Unrestricted Funds	182,489.80
<b>Net cash provided by financing activities</b>	<b>\$190,747.26</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>\$ -385,715.28</b>
<b>CASH AT BEGINNING OF PERIOD</b>	<b>762,526.62</b>
<b>CASH AT END OF PERIOD</b>	<b>\$376,811.34</b>

# Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: TVRPD BUDGET FYE 06/30/17

July 2016 - February 2017

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
<b>INCOME</b>				
4010 Property Taxes	516,441.01	822,655.00	-306,213.99	306,213.99
4020 Interest Income	4,085.70	2,500.00	1,585.70	-1,585.70
4030 Adult Program Revenues	13,358.05	22,825.00	-9,466.95	9,466.95
4050 Facility Revenue	56,162.98	122,325.00	-66,162.02	66,162.02
4200 Contracted Classes Revenues	21,793.75	34,675.00	-12,881.25	12,881.25
4210 Events Revenues	20,316.95	35,800.00	-15,483.05	15,483.05
4211 Grant Income		12,500.00	-12,500.00	12,500.00
4213 Operational Grants	11,910.00	21,400.00	-9,490.00	9,490.00
4215 Capital Grants	135,811.36	120,000.00	15,811.36	-15,811.36
4300 Youth Program Revenues	64,801.65	78,600.00	-13,798.35	13,798.35
4610 Billable Expense Income	7,977.41	15,000.00	-7,022.59	7,022.59
4650 Discounts given	-2,434.00	-3,500.00	1,066.00	-1,066.00
4704 Sales				
4701 Beer Sales-Taxable		700.00	-700.00	700.00
4705 Food Sales Non Taxable	272.03	460.00	-187.97	187.97
4709 Soda Sales		40.00	-40.00	40.00
<b>Total 4704 Sales</b>	<b>272.03</b>	<b>1,200.00</b>	<b>-927.97</b>	<b>927.97</b>
4760 Other Income	2,575.39		2,575.39	-2,575.39
<b>Total Income</b>	<b>\$853,072.28</b>	<b>\$1,285,980.00</b>	<b>\$ -432,907.72</b>	<b>\$432,907.72</b>
<b>COST OF GOODS SOLD</b>				
5001 Adult Program Costs	759.00	6,580.00	-5,821.00	5,821.00
5004 Contracted Classes Costs	18,291.35	26,940.00	-8,648.65	8,648.65
5005 Events Costs	33,416.07	45,450.00	-12,033.93	12,033.93
5008 Youth Program Costs	11,160.51	25,345.00	-14,184.49	14,184.49
5110 Scholarship Fund Expense				
5115 Chavez Scholarship Fund	922.00	500.00	422.00	-422.00
5117 Walter Dye Scholarship Fund	585.50	500.00	85.50	-85.50
<b>Total 5110 Scholarship Fund Expense</b>	<b>1,507.50</b>	<b>1,000.00</b>	<b>507.50</b>	<b>-507.50</b>
5704 Purchases for Resale				
5701 Beer Purchases		450.00	-450.00	450.00
5703 Food Purchases	54.39	400.00	-345.61	345.61
5709 Soda Purchases	25.41	100.00	-74.59	74.59
<b>Total 5704 Purchases for Resale</b>	<b>79.80</b>	<b>950.00</b>	<b>-870.20</b>	<b>870.20</b>
<b>Total Cost of Goods Sold</b>	<b>\$85,214.23</b>	<b>\$108,265.00</b>	<b>\$ -41,050.77</b>	<b>\$41,050.77</b>
<b>GROSS PROFIT</b>	<b>\$787,858.05</b>	<b>\$1,179,715.00</b>	<b>\$ -391,856.95</b>	<b>\$391,856.95</b>
<b>EXPENSES</b>				
6000 Employee Costs				
6010 Salaries & Wages	291,817.71	474,196.00	-182,378.29	182,378.29
6020 Employee Taxable Allowances	6,026.66	7,500.00	-1,473.34	1,473.34
6050 Benefits				
6051 Employee MedDentalVisLife	29,122.12	37,800.00	-8,677.88	8,677.88

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
6055 Employee Retirement CalPERS	17,971.54	22,000.00	-4,028.46	4,028.46
6056 CalPERS Unfunded Liability Valuation	5,068.80	8,000.00	-2,931.20	2,931.20
6058 Employer Taxes	26,907.32	44,000.00	-17,092.68	17,092.68
6060 Reimbursed Employee Expenses	33.05	1,000.00	-966.95	966.95
6070 Vacation, Sick, & Admin Leave		1,500.00	-1,500.00	1,500.00
6090 Worker's Compensation Insurance	13,930.64	21,000.00	-7,069.36	7,069.36
<b>Total 6050 Benefits</b>	<b>93,033.47</b>	<b>135,300.00</b>	<b>-42,266.53</b>	<b>42,266.53</b>
<b>Total 6000 Employee Costs</b>	<b>390,877.84</b>	<b>616,996.00</b>	<b>-226,118.16</b>	<b>226,118.16</b>
7010 Advertising & Marketing	15,940.08	24,000.00	-8,059.92	8,059.92
7020 Bank Service Charges	5,658.00	7,000.00	-1,342.00	1,342.00
7026 Charitable Contribution	1,875.00	3,000.00	-1,125.00	1,125.00
7030 Dues & Subscriptions	7,816.83	5,250.00	2,566.83	-2,566.83
7035 Equipment Rents & Leases	200.00		200.00	-200.00
7036 Maintenance Equipment Rental		1,500.00	-1,500.00	1,500.00
7037 Office Equipment Rental	955.20	500.00	455.20	-455.20
<b>Total 7035 Equipment Rents &amp; Leases</b>	<b>1,155.20</b>	<b>2,000.00</b>	<b>-844.80</b>	<b>844.80</b>
7050 Insurance				
7051 Auto Insurance	2,670.88	4,000.00	-1,329.12	1,329.12
7052 HUB Insurance	448.03	0.00	448.03	-448.03
7053 Property Insurance	6,863.54	10,000.00	-3,136.46	3,136.46
7055 Liability Insurance	4,018.26	8,000.00	-3,981.74	3,981.74
<b>Total 7050 Insurance</b>	<b>14,000.71</b>	<b>22,000.00</b>	<b>-7,999.29</b>	<b>7,999.29</b>
7056 Interest Expense	8,730.67	17,833.00	-9,102.33	9,102.33
7060 Licenses & Fees	6,316.69	10,000.00	-3,683.31	3,683.31
7070 Maintenance				
7071 Pool Chemicals	2,774.54	5,200.00	-2,425.46	2,425.46
7072 Building & Park Maintenance	19,673.76	11,950.00	7,723.76	-7,723.76
7073 Accessibility Upgrades		320.00	-320.00	320.00
7074 Equipment Maintenance	9,219.32	12,814.00	-3,594.68	3,594.68
7075 Fuel	5,958.17	10,000.00	-4,041.83	4,041.83
7076 Janitorial Supplies	6,692.19	11,500.00	-4,807.81	4,807.81
7077 Small Tools & Equipment	940.07	2,500.00	-1,559.93	1,559.93
7078 Materials & Supplies	16,461.40	28,682.00	-12,220.60	12,220.60
7079 Fleet Maintenance	1,673.10	4,000.00	-2,326.90	2,326.90
<b>Total 7070 Maintenance</b>	<b>63,392.55</b>	<b>86,966.00</b>	<b>-23,573.45</b>	<b>23,573.45</b>
7084 Meals & Entertainment	1,645.26	2,000.00	-354.74	354.74
7090 Office Supplies	8,675.91	14,500.00	-5,824.09	5,824.09
7120 Professional Development	5,680.07	10,000.00	-4,319.93	4,319.93
7150 Professional Fees				
7151 Annual Audit	7,850.00	14,500.00	-6,650.00	6,650.00
7152 Bookkeeping & Payroll	14,400.89	16,000.00	-1,599.11	1,599.11
7153 Information Technology	6,366.98	8,000.00	-1,633.02	1,633.02
7155 Legal	5,912.16	20,000.00	-14,087.84	14,087.84
7156 Payroll Preparation Service		3,600.00	-3,600.00	3,600.00
<b>Total 7150 Professional Fees</b>	<b>34,530.03</b>	<b>62,100.00</b>	<b>-27,569.97</b>	<b>27,569.97</b>
7160 Property Tax Collection Fee	107.29	12,000.00	-11,892.71	11,892.71



	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
7180 Security	1,473.10	2,000.00	-526.90	526.90
7210 Telephone	7,340.11	11,100.00	-3,759.89	3,759.89
7230 Uniforms & Apparel	4,638.61	3,000.00	1,638.61	-1,638.61
7250 Utilities				
7252 Electric Service	23,597.41	44,400.00	-20,802.59	20,802.59
7254 Gas Service	6,019.15	7,412.00	-1,392.85	1,392.85
7256 Sanitation Services	8,954.62	17,831.00	-8,876.38	8,876.38
7258 Water Service	7,647.29	7,860.00	-212.71	212.71
<b>Total 7250 Utilities</b>	<b>46,218.47</b>	<b>77,503.00</b>	<b>-31,284.53</b>	<b>31,284.53</b>
<b>Total Expenses</b>	<b>\$626,072.42</b>	<b>\$989,248.00</b>	<b>\$ -363,175.58</b>	<b>\$363,175.58</b>
<b>NET OPERATING INCOME</b>	<b>\$161,785.63</b>	<b>\$190,467.00</b>	<b>\$ -28,681.37</b>	<b>\$28,681.37</b>
<b>OTHER INCOME</b>				
8020 Insurance Settlement Proceeds	82,554.63	81,741.00	813.63	-813.63
8040 TVRPD Development Fee	29,918.00		29,918.00	-29,918.00
Revenues				
<b>Total Other Income</b>	<b>\$112,472.63</b>	<b>\$81,741.00</b>	<b>\$30,731.63</b>	<b>\$ -30,731.63</b>
<b>OTHER EXPENSES</b>				
8501 Fixed Asset Purchases	338,230.88	51,011.00	287,219.88	-287,219.88
8502 Capital Improvements	706,889.82	630,010.00	76,879.82	-76,879.82
8505 Quimby Expense	4,741.84	0.00	4,741.84	-4,741.84
8507 Loan Principal Payments (2310)	14,253.00	31,964.00	-17,711.00	17,711.00
<b>Total Other Expenses</b>	<b>\$1,064,115.54</b>	<b>\$712,985.00</b>	<b>\$351,130.54</b>	<b>\$ -351,130.54</b>
<b>NET OTHER INCOME</b>	<b>\$ -951,642.91</b>	<b>\$ -631,244.00</b>	<b>\$ -320,398.91</b>	<b>\$320,398.91</b>
<b>NET INCOME</b>	<b>\$ -789,857.28</b>	<b>\$ -440,777.00</b>	<b>\$ -349,080.28</b>	<b>\$349,080.28</b>

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

IN THE MATTER OF

**ADOPTION OF CALPERS SUPPLEMENTAL INCOME 457 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 21<sup>st</sup> day of March 2017 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. 03-17**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT APPROVING ADOPTION OF CALPERS  
SUPPLEMENTAL INCOME 457 PLAN**

**WHEREAS**, the Tehachapi Valley Recreation and Park District (TVRPD) desires to establish an additional deferred compensation plan for the benefit of its employees; and

**WHEREAS**, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("CalPERS") has established the CalPERS Supplemental Income 457 Plan (the "CalPERS 457 Plan") which may be adopted by a governmental employer the employees of which are public employees; and

**WHEREAS,** Tehachapi Valley Recreation and Park District believes that the CalPERS 457 Plan and the investment options available thereunder will provide valuable benefits to its employees; and

**WHEREAS,** the Board has appointed Voya Financial (the Plan Record-keeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS 457 Plan;

**NOW, THEREFORE, BE IT RESOLVED THAT** the TVRPD Board of Directors adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the District Manager to execute the attached adoption agreement on behalf of Tehachapi Valley Recreation and Park District and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of Tehachapi Valley Recreation and Park District.

Passed and adopted as a resolution of the Tehachapi Valley Recreation and Park District's Board of Directors, at a meeting held on March 21, 2017.

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

\_\_\_\_\_ TVRPD District Manager

Attest \_\_\_\_\_ TVRPD Clerk of the Board

# Employer Adoption Agreement

The employer identified below (the "Employer") adopts the CalPERS Supplemental Income 457 Plan (the "CalPERS 457 Plan" or the "Plan") for the benefit of its employees and agrees to be bound by and subject to the terms of the Plan, as it may be amended from time to time. The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California and is eligible to adopt the Plan.
2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of the Plan and has authorized the undersigned to execute this Agreement on its behalf.
3. The Employer has received and has had the opportunity to review the following documents and information:
  - The Plan document;
  - A description of the optional provisions of the Plan;
  - A description of the investment options available to Plan participants and historical performance data for those investment options;
  - A complete description of fees and expenses that will or may be charged to Plan participants including, but not limited to, investment fees and administrative expenses; and
  - The Enrollment Kit for eligible employees, which includes forms and information for employees to participate in the Plan.

## Contributions

4. The Employer understands that its employees will have the opportunity to defer their own compensation by designating an amount or percentage to be withheld from each paycheck and contributed to the Plan on the employee's behalf.
5. The Employer understands that the Plan must be made available to all employees and agrees to offer all employees the opportunity to participate in the Plan.
6. The Employer understands that the Plan cannot be made available to individuals who are not the Employer's common law employees and agrees not to offer such individuals the opportunity to participate in the Plan.
7. The Employer understands that each employee's deferrals under the Plan and any other eligible deferred compensation plan maintained by the Employer are subject to certain limits imposed by the Plan and the federal tax code. The Employer agrees to limit employees' deferrals under all plans maintained by the Employer to amounts that do not exceed applicable limitations.
8. The Employer agrees to deduct deferral amounts from employees' salaries and wages in accordance with the employees' elections, to remit all amounts deducted to the Plan as soon as reasonably practicable after such amounts are withheld, and to accurately report the amounts remitted.
9. The Employer understands and agrees that all amounts deferred under the Plan shall be 100% vested and shall be deposited in the Public Employees' Deferred Compensation Fund (the "Fund"), a trust established to hold such amounts, for the exclusive benefit of participants and their beneficiaries. The Employer shall have no right to Fund assets or to sell, redeem, or otherwise liquidate Fund assets, except as provided Plan section 10.6.

Investments

10. The Employer understands and agrees that employees who defer compensation under the Plan will have the right to direct the investment of their individual Plan accounts by choosing among the investment options selected by the CalPERS Board of Administration (the "Board") and offered under the Plan. The Employer further understands and agrees that any employee who does not provide timely directions for investing his or her account will be deemed to have selected the Plan's default investment. The Plan's default investment is currently the CalPERS Target Retirement Fund designated for an employee, based on his or her expected retirement date. The Employer understands and agrees that the Board, in its sole discretion, may add, eliminate, or consolidate investment options offered under the Plan, including the Plan's default investment option.
11. The Employer further understands and agrees that certain fees are charged to Plan participants for investment and administration expenses, and that such fees will be offset against investment returns or deducted from participants' Plan accounts periodically.

Administration

12. The Employer understands and agrees that, except as specifically set forth in the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board and that the Board has the authority to retain third parties to provide investment services, record keeping, accounting, or other services for the Plan.
13. The Employer agrees to assist and cooperate in providing Plan information to employees and to follow administrative procedures established by the Board or its designee(s) from time to time.
14. The Employer has completed the attached New Employer Data Sheet, which is incorporated by reference. The Employer hereby certifies that all information provided in connection with its adoption of the Plan is true and accurate.
15. The Employer understands and agrees that the Board has retained the power and authority to amend the Plan from time to time, subject to limitations set forth in the California Government Code and the Plan. The Employer may not amend the Plan.
16. The Employer understands and agrees that its participation in the Plan may be terminated by the Employer or by the Board upon sixty (60) days advance written notice. Upon termination, all amounts held for participants will continue to be held in the Fund for the exclusive benefit of participants and their beneficiaries, except for distributions or transfers permitted under the Plan terms.

Name of Employer: \_\_\_\_\_

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

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

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System

Name of Employer: \_\_\_\_\_

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

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

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

IN THE MATTER OF

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR CALIFORNIA  
CLIMATE INVESTMENTS URBAN GREENING PROGRAM**

---

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 21<sup>st</sup> day of March 2017 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. 04-17**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT APPROVING THE APPLICATION FOR  
GRANT FUNDS FOR CALIFORNIA CLIMATE INVESTMENTS URBAN  
GREENING PROGRAM**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above; and

**WHEREAS**, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

**WHEREAS**, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

**NOW, THEREFORE, BE IT RESOLVED** that the Tehachapi Valley Recreation and Park District Board of Directors

1. Approves the filing of an application for the West Park Bioswale and Playground Project;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the TVRPD District Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the 21<sup>st</sup> day of March 2017. I, the undersigned, hereby Certify that the foregoing Resolution Number 4-17 was duly adopted by the TVRPD Board of Directors,

Following Roll Call Vote:      Ayes: \_\_\_\_\_  
   Nos:        \_\_\_\_\_  
   Absent:    \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary for TVRPD Board of Directors

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