

Tehachapi Valley

Recreation & Park District

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

REGULAR BOARD MEETING
TUESDAY, JULY 16, 2024, 5:30 P.M.

BOARD OF DIRECTORS

MARYANN PACIULLO, CHAIRPERSON
DWIGHT DREYER, VICE-CHAIRPERSON
KALEB JUDY, DIRECTOR
SANDY CHAVEZ, DIRECTOR
IAN STEELE, 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 the Preliminary Financial Reports for April 2024, (Pages 4-13).
- C. Approval of Tehachapi Valley Recreation and Park District's Job Descriptions, (Pages 14-15).
- D. Approval of Tehachapi Valley Recreation and Park District's Fee Schedule, (Pages 16-21).

5. RECREATION MANAGER REPORT

6. OPERATIONS MANAGER REPORT

7. AGENDA ITEMS

- A. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2024 Mountain Festival, Discussion/Approval, Resolution #3-24 (Pages 22-36).

- B. 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 #4-24 (Pages 37-38).

8. BOARD OF DIRECTORS' TIME

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

9. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on August 20, 2024.



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 16, 2024, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 12, 2024, 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 12th day of July 2024.

Dated this 12th day of July 2024.

Carrie Champlin
Clerk of the Board of Directors



Tehachapi Valley Recreation and Park District

Balance Sheet
As of April 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	653,995.19
1003 Savings BOTS 5778	2,500.00
1004 Checking BOTS 4470	128,803.38
1005 County Treasury Capital Projects Fund	451,381.92
1006 County FMV	-26,999.00
1051 Change Fund	1,300.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$1,211,381.49
Accounts Receivable	
1200 Accounts Receivable	12,000.00
Total Accounts Receivable	\$12,000.00
Other Current Assets	
1090 Clearing for Deposits	63.50
1091 Merchant Services Receivable	28,368.18
1096 Undeposited Funds	5.00
1210 Inventory Asset	10,495.27
Total Other Current Assets	\$38,931.95
Total Current Assets	\$1,262,313.44
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,717,703.00
1162.1 Improvement Work in Progress	13,709.95
1163 Equipment	1,216,724.88
1166 Furniture & Fixtures	66,840.46
1167 Machinery	47,089.24
1170 Accumulated Depreciation	-3,646,728.11
1180 Fleet Vehicles and Equipment	224,221.25
Total Fixed Assets	\$2,346,686.95
Other Assets	
1901 DOR-Pension Contributions	77,156.00
1903 DOR-Pension Related	214,073.00
Total Other Assets	\$291,229.00
TOTAL ASSETS	\$3,900,229.39
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	



Tehachapi Valley Recreation and Park District

Balance Sheet
As of April 30, 2024

	TOTAL
2000 Accounts Payable-General Fund	15,456.25
Total Accounts Payable	\$15,456.25
Credit Cards	
2010 Cardmember Services Payable	22,103.57
Total Credit Cards	\$22,103.57
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	78,158.28
2207 Sales Tax Payable	102.23
2208 Kern County Loan Payable	225,000.00
2210 Payroll Liabilities	11,664.42
Total Other Current Liabilities	\$314,924.93
Total Current Liabilities	\$352,484.75
Long-Term Liabilities	
2310 Loan Payable 2016	328,465.00
2900 Net Pension Liability	381,104.00
2902 DIR-Pension Related	34,244.00
Total Long-Term Liabilities	\$743,813.00
Total Liabilities	\$1,096,297.75
Equity	
3010 Net Investment In Capital Assets	2,152,430.21
3020 Restricted Funds	543,890.43
3110 Retained Earnings	74,693.38
Net Income	32,917.62
Total Equity	\$2,803,931.64
TOTAL LIABILITIES AND EQUITY	\$3,900,229.39



Tehachapi Valley Recreation and Park District

Profit and Loss

April 2024

	TOTAL		
	APR 2024	JUL 2023 - APR 2024 (YTD)	% OF INCOME
Income			
4010 Property Taxes	419,353.22	1,144,340.74	85.16 %
4020 Interest Income	1,351.69	4,495.16	0.27 %
4020.1 Interest Income Cap Proj Fund	1,486.82	7,461.39	0.30 %
4030 Adult Program Revenues	5,332.00	31,284.00	1.08 %
4050 Facility Revenue	20,404.50	155,659.79	4.14 %
4210 Events Revenues	3,185.00	19,744.50	0.65 %
4213 Operational Grants	12,560.00	42,480.76	2.55 %
4216 Scholarship Donations		368.00	
4300 Youth Program Revenues	35,432.00	286,808.37	7.20 %
4610 Billable Expense Income		6,422.56	
4650 Discounts given	-6,704.44	-45,580.77	-1.36 %
4704 Sales	3.62	8,055.32	0.00 %
Total Income	\$492,404.41	\$1,661,539.82	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	65.45	4,346.73	0.01 %
5004 Contracted Classes Costs	175.00	1,025.00	0.04 %
5005 Events Costs	-1,050.77	26,711.46	-0.21 %
5008 Youth Program Costs	3,834.78	37,818.02	0.78 %
5110 Scholarship Fund Expense		1,248.16	
5704 Purchases for Resale		2,369.56	
Total Cost of Goods Sold	\$3,024.46	\$73,518.93	0.61 %
GROSS PROFIT	\$489,379.95	\$1,588,020.89	99.39 %
Expenses			
6000 Employee Costs	87,383.30	971,407.24	17.75 %
7010 Advertising & Marketing	1,027.25	19,131.37	0.21 %
7020 Bank Service Charges	3,316.89	23,440.12	0.67 %
7025 Cash Short/Over		-0.85	
7027 Depreciation Expense	12,760.57	145,045.98	2.59 %
7030 Dues & Subscriptions	1,043.16	10,417.17	0.21 %
7035 Equipment Rents & Leases	348.26	6,546.11	0.07 %
7050 Insurance		70,242.03	
7056 Interest Expense		5,941.23	
7060 Licenses & Fees	994.50	54,773.87	0.20 %
7070 Maintenance	11,878.93	109,041.76	2.41 %
7084 Meals & Entertainment	134.98	6,816.19	0.03 %
7090 Office Supplies	-710.30	12,159.22	-0.14 %
7092 Office Decor and Artwork		12,990.00	
7120 Professional Development	454.90	9,900.78	0.09 %
7150 Professional Fees	5,787.50	75,264.15	1.18 %



Tehachapi Valley Recreation and Park District

Profit and Loss

April 2024

	TOTAL		
	APR 2024	JUL 2023 - APR 2024 (YTD)	% OF INCOME
7160 Property Tax Collection and Admin Fees	8,542.56	10,453.28	1.73 %
7165 Safety Equipment	920.54	5,383.45	0.19 %
7180 Security	376.42	3,035.93	0.08 %
7210 Telephone and Internet	794.49	15,623.90	0.16 %
7230 Uniforms & Apparel	0.00	6,193.67	0.00 %
7250 Utilities	9,682.55	93,107.22	1.97 %
Office Supplies & Software		9.73	
Total Expenses	\$144,736.50	\$1,666,923.55	29.39 %
NET OPERATING INCOME	\$344,643.45	\$ -78,902.66	69.99 %
Other Income			
8040 TVRPD Development Fee Revenues	3,255.60	111,820.28	0.66 %
Total Other Income	\$3,255.60	\$111,820.28	0.66 %
NET OTHER INCOME	\$3,255.60	\$111,820.28	0.66 %
NET INCOME	\$347,899.05	\$32,917.62	70.65 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

April 2024

	TOTAL			
	APR 2024	APR 2023 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	419,353.22	423,891.55	-4,538.33	-1.07 %
4020 Interest Income	1,351.69	-6.90	1,358.59	19,689.71 %
4020.1 Interest Income Cap Proj Fund	1,486.82	0.00	1,486.82	
4030 Adult Program Revenues	5,332.00	3,724.00	1,608.00	43.18 %
4050 Facility Revenue	20,404.50	23,369.50	-2,965.00	-12.69 %
4210 Events Revenues	3,185.00	1,240.00	1,945.00	156.85 %
4213 Operational Grants	12,560.00	3,060.00	9,500.00	310.46 %
4215 Capital Grants		12,000.00	-12,000.00	-100.00 %
4300 Youth Program Revenues	35,432.00	43,139.77	-7,707.77	-17.87 %
4650 Discounts given	-6,704.44	-8,002.17	1,297.73	16.22 %
4704 Sales	3.62	263.98	-260.36	-98.63 %
Total Income	\$492,404.41	\$502,679.73	\$ -10,275.32	-2.04 %
Cost of Goods Sold				
5001 Adult Program Costs	65.45	75.00	-9.55	-12.73 %
5004 Contracted Classes Costs	175.00		175.00	
5005 Events Costs	-1,050.77	3,780.96	-4,831.73	-127.79 %
5008 Youth Program Costs	3,834.78	13,296.61	-9,461.83	-71.16 %
Total Cost of Goods Sold	\$3,024.46	\$17,152.57	\$ -14,128.11	-82.37 %
GROSS PROFIT	\$489,379.95	\$485,527.16	\$3,852.79	0.79 %
Expenses				
6000 Employee Costs	87,383.30	74,188.27	13,195.03	17.79 %
7010 Advertising & Marketing	1,027.25	3,217.23	-2,189.98	-68.07 %
7020 Bank Service Charges	3,316.89	3,203.49	113.40	3.54 %
7025 Cash Short/Over		1.89	-1.89	-100.00 %
7027 Depreciation Expense	12,760.57		12,760.57	
7030 Dues & Subscriptions	1,043.16	1,091.29	-48.13	-4.41 %
7035 Equipment Rents & Leases	348.26	376.69	-28.43	-7.55 %
7060 Licenses & Fees	994.50	6,508.76	-5,514.26	-84.72 %
7070 Maintenance	11,878.93	12,075.12	-196.19	-1.62 %
7084 Meals & Entertainment	134.98	406.69	-271.71	-66.81 %
7090 Office Supplies	-710.30	607.19	-1,317.49	-216.98 %
7120 Professional Development	454.90	1,737.26	-1,282.36	-73.82 %
7150 Professional Fees	5,787.50	2,304.92	3,482.58	151.09 %
7160 Property Tax Collection and Admin Fees	8,542.56	6,907.03	1,635.53	23.68 %
7165 Safety Equipment	920.54		920.54	
7180 Security	376.42	369.45	6.97	1.89 %
7210 Telephone and Internet	794.49	671.78	122.71	18.27 %
7230 Uniforms & Apparel	0.00	798.84	-798.84	-100.00 %
7250 Utilities	9,682.55	5,690.62	3,991.93	70.15 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

April 2024

	TOTAL			
	APR 2024	APR 2023 (PY)	CHANGE	% CHANGE
Total Expenses	\$144,736.50	\$120,156.52	\$24,579.98	20.46 %
NET OPERATING INCOME	\$344,643.45	\$365,370.64	\$ -20,727.19	-5.67 %
Other Income				
8040 TVRPD Development Fee Revenues	3,255.60	6,411.00	-3,155.40	-49.22 %
Total Other Income	\$3,255.60	\$6,411.00	\$ -3,155.40	-49.22 %
NET OTHER INCOME	\$3,255.60	\$6,411.00	\$ -3,155.40	-49.22 %
NET INCOME	\$347,899.05	\$371,781.64	\$ -23,882.59	-6.42 %



Tehachapi Valley Recreation and Park District

Statement of Cash Flows

April 2024

	TOTAL
OPERATING ACTIVITIES	
Net Income	347,899.05
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-11,000.00
1090.3 Clearing for Deposits:Firefly Reservation Cash Deposits	-63.50
1092 Merchant Services Receivable:Worldpay Merchant Services (BL Pay Arm)	135.00
1093 Merchant Services Receivable:Heartland Merchant Services (Rec Trac)	29,370.31
1094 Merchant Services Receivable:Firefly (fmrly Rsrv Am) Credit Cards (BL Recon Rpt)	0.00
2000 Accounts Payable-General Fund	-10,409.26
2010 Cardmember Services Payable	-3,175.70
10000 Do Not Use	0.00
2207 Sales Tax Payable	0.28
2211 Payroll Liabilities:CalPERS Payable	-26.61
2250 Payroll Liabilities:Payroll Tax Liabilities	-3,262.41
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	1,568.11
Net cash provided by operating activities	\$349,467.16
INVESTING ACTIVITIES	
1170 Accumulated Depreciation	12,785.56
Net cash provided by investing activities	\$12,785.56
FINANCING ACTIVITIES	
3010 Net Investment In Capital Assets	-4,742.42
3022 Restricted Funds:Capital Projects	4,742.42
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$362,252.72
Cash at beginning of period	849,133.77
CASH AT END OF PERIOD	\$1,211,386.49



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - April 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	1,144,340.74	1,195,386.00	51,045.26	4.27 %
4020 Interest Income	4,495.16	6,500.00	2,004.84	30.84 %
4020.1 Interest Income Cap Proj Fund	7,461.39	5,000.00	-2,461.39	-49.23 %
4030 Adult Program Revenues	31,284.00	47,650.00	16,366.00	34.35 %
4050 Facility Revenue	155,603.79	242,730.00	87,126.21	35.89 %
4210 Events Revenues	18,224.50	69,685.00	51,460.50	73.85 %
4213 Operational Grants	25,093.00	40,575.00	15,482.00	38.16 %
4216 Scholarship Donations	368.00	135.00	-233.00	-172.59 %
4300 Youth Program Revenues	286,808.37	428,544.00	141,735.63	33.07 %
4650 Discounts given	-45,465.77	-76,224.00	-30,758.23	40.35 %
4704 Sales				
4707 Merchandise Sales-Taxable	8,055.32	9,800.00	1,744.68	17.80 %
Total 4704 Sales	8,055.32	9,800.00	1,744.68	17.80 %
Total Income	\$1,636,268.50	\$1,969,781.00	\$333,512.50	16.93 %
Cost of Goods Sold				
5001 Adult Program Costs	4,314.01	5,369.00	1,054.99	19.65 %
5002 Fish Stocking		30,000.00	30,000.00	100.00 %
5004 Contracted Classes Costs		2,500.00	2,500.00	100.00 %
5005 Events Costs	24,848.70	76,936.00	52,087.30	67.70 %
5008 Youth Program Costs	39,749.64	48,300.00	8,550.36	17.70 %
5110 Scholarship Fund Expense		600.00	600.00	100.00 %
5704 Purchases for Resale				
5707 Merchandise Purchases		10,000.00	10,000.00	100.00 %
Total 5704 Purchases for Resale		10,000.00	10,000.00	100.00 %
Total Cost of Goods Sold	\$68,912.35	\$173,705.00	\$104,792.65	60.33 %
GROSS PROFIT	\$1,567,356.15	\$1,796,076.00	\$228,719.85	12.73 %
Expenses				
6000 Employee Costs				
6010 Wages & Salaries	403,316.09	967,853.00	564,536.91	58.33 %
6020 Employee Taxable Allowances		328.00	328.00	100.00 %
6050 Benefits				
6051 Employee Benefits	52,387.16	95,000.00	42,612.84	44.86 %
6055 Employee Retirement CalPERS	30,731.45	60,000.00	29,268.55	48.78 %
6056 CalPERS Unfunded Liability Valuation	25,119.00	35,000.00	9,881.00	28.23 %
6058 Employer Taxes	31,016.02	79,000.00	47,983.98	60.74 %
6090 Worker's Compensation Insurance	36,330.00	40,000.00	3,670.00	9.18 %
6099 Pension GASB 68		1,000.00	1,000.00	100.00 %
Total 6050 Benefits	175,583.63	310,000.00	134,416.37	43.36 %
Total 6000 Employee Costs	578,899.72	1,278,181.00	699,281.28	54.71 %



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - April 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7010 Advertising & Marketing	19,118.64	30,000.00	10,881.36	36.27 %
7020 Bank Service Charges	23,440.12	30,000.00	6,559.88	21.87 %
7025 Cash Short/Over	4.85	-1.00	-5.85	585.00 %
7027 Depreciation Expense	72,580.87	198,000.00	125,419.13	63.34 %
7030 Dues & Subscriptions	10,417.17	13,500.00	3,082.83	22.84 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental	185.42	1,057.00	871.58	82.46 %
7037 Office Equipment Rental	6,142.06	6,500.00	357.94	5.51 %
Total 7035 Equipment Rents & Leases	6,327.48	7,557.00	1,229.52	16.27 %
7050 Insurance				
7055 Liability Insurance (Gen, Auto, Property)	70,230.00	67,500.00	-2,730.00	-4.04 %
Total 7050 Insurance	70,230.00	67,500.00	-2,730.00	-4.04 %
7056 Interest Expense	5,941.23	1,500.00	-4,441.23	-296.08 %
7060 Licenses & Fees	54,811.51	42,745.00	-12,066.51	-28.23 %
7070 Maintenance				
7071 Pool Chemicals	3,787.40	6,000.00	2,212.60	36.88 %
7072 Building & Park Maintenance	73,866.60	100,600.00	26,733.40	26.57 %
7074 Equipment Maintenance	5,152.19	6,200.00	1,047.81	16.90 %
7075 Fuel	12,302.41	13,200.00	897.59	6.80 %
7076 Janitorial Supplies	7,268.48	9,000.00	1,731.52	19.24 %
7077 Small Tools & Equipment	305.48	1,500.00	1,194.52	79.63 %
7079 Fleet Maintenance	4,053.58	7,500.00	3,446.42	45.95 %
Total 7070 Maintenance	106,736.14	144,000.00	37,263.86	25.88 %
7084 Meals & Entertainment	6,816.19	7,200.00	383.81	5.33 %
7090 Office Supplies	12,144.04	25,000.00	12,855.96	51.42 %
7120 Professional Development	9,900.78	11,000.00	1,099.22	9.99 %
7150 Professional Fees				
7151 Annual Audit	12,500.00	12,500.00	0.00	0.00 %
7152 Bookkeeping & Payroll	46,483.90	56,000.00	9,516.10	16.99 %
7153 Information Technology	12,672.25	12,000.00	-672.25	-5.60 %
7155 Legal	3,608.00	7,500.00	3,892.00	51.89 %
Total 7150 Professional Fees	75,264.15	88,000.00	12,735.85	14.47 %
7160 Property Tax Collection and Admin Fees	10,453.28	5,000.00	-5,453.28	-109.07 %
7165 Safety Equipment	4,314.41	4,500.00	185.59	4.12 %
7180 Security	3,035.93	3,800.00	764.07	20.11 %
7210 Telephone and Internet	15,623.90	17,600.00	1,976.10	11.23 %
7230 Uniforms & Apparel	5,812.35	7,000.00	1,187.65	16.97 %
7250 Utilities				
7252 Electric Service	59,063.84	60,000.00	936.16	1.56 %
7254 Gas Service	11,794.64	24,400.00	12,605.36	51.66 %



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - April 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7256 Sanitation Services	9,706.54	11,500.00	1,793.46	15.60 %
7258 Water Service	8,684.01	9,055.00	370.99	4.10 %
7259 Propane	1,586.78	1,400.00	-186.78	-13.34 %
Total 7250 Utilities	90,835.81	106,355.00	15,519.19	14.59 %
Total Expenses	\$1,182,708.57	\$2,088,437.00	\$905,728.43	43.37 %
NET OPERATING INCOME	\$384,647.58	\$ -292,361.00	\$ -677,008.58	231.57 %
Other Income				
8040 TVRPD Development Fee Revenues	111,820.28	110,000.00	-1,820.28	-1.65 %
Total Other Income	\$111,820.28	\$110,000.00	\$ -1,820.28	-1.65 %
NET OTHER INCOME	\$111,820.28	\$110,000.00	\$ -1,820.28	-1.65 %
NET INCOME	\$496,467.86	\$ -182,361.00	\$ -678,828.86	372.24 %



Tehachapi Valley

Recreation & Park District

PICKLEBALL INSTRUCTOR JOB DESCRIPTION

SALARY RANGE

Minimum Wage - \$30.00 per game DOE

POSITION: PICKLEBALL INSTRUCTOR
REPORTS TO: RECREATION MANAGER

CATEGORY: SEASONAL
FLSA STATUS: NON-EXEMPT

POSITION SUMMARY

Under the direction of the Recreation Manager, the Pickleball instructor teaches and provides classes for students learning pickleball.

ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

1. **Teach Pickleball Skills:** Instruct beginners and intermediate players in essential pickleball techniques, ensuring understanding and proficiency in game rules and strategies.
2. **Game Supervision:** Manage the flow of pickleball drills and activities, ensuring participants are engaged and adhering to safety guidelines.
3. **Safety Oversight:** Prioritize participant safety during Cardio Live Drills sessions, monitoring for proper technique and intervening as needed to prevent injuries.
4. **Rule Explanation:** Provide clear explanations of pickleball rules and strategies to participants at all skill levels, fostering a deeper understanding of gameplay.
5. **Conflict Resolution:** Foster a supportive environment during drills and games, facilitating positive interactions and resolving any conflicts that may arise among participants.
6. **Effective Communication:** Maintain open communication with students, ensuring they understand instructions and providing constructive feedback to improve skills.
7. **Session Preparation:** Prepare and set up pickleball equipment and drill stations ahead of Cardio Live Drills sessions, ensuring a smooth and organized experience for participants.
8. **Progress Tracking:** Keep track of participant progress and attendance in classes and drills, maintaining accurate records to assess development and adjust teaching strategies.
9. **Professional Conduct:** Exemplify professionalism by demonstrating respect for all participants, promoting sportsmanship, and upholding the values of the organization.

QUALIFICATIONS

1. Be a certified Pickleball Instructor.
2. Develop suitable training programs for students based on their age, objectives, and individual skill sets.
3. Deep understanding of pickleball rules, strategies, and techniques
4. Strong communication and conflict resolution skills.
5. Ability to develop lesson plans that cater to different skill levels and learning styles.
6. Patience and a positive attitude when dealing with young athletes, coaches, and parents.
7. Availability to work evenings and/or weekends
8. Possess a positive attitude and be a self-starter.

9. American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months.
10. Ability to read, write, speak and understand the English language at a level adequate to perform the job.
11. Possess and maintain a valid Driver's License with good driving record.

PHYSICAL DEMANDS & WORKING CONDITIONS

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
 - Outdoor environmental conditions
- Available to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Possible exposure to communicable diseases.

COMPENSATION

Minimum Wage-\$25.00 per hour DOE.

Employment offer contingent on satisfactory SSCI Background check and DMV check

CLASS HISTORY:

Adopted:

Revised:

23-24 Facilities Fee Schedule



Tehachapi Valley
Recreation & Park District

Facility	Fee	Deposit
Aspen Builders Inc. Activity Center		
(ABIAC)		
Meeting Room - 2 hour minimum	50 per hour	\$ 100.00
Gymnasium - 2 hour minimum	75 per hour	\$ 400.00
Entire ABIAC facility - 2 hour minimum	100 per hour	400/300 non refundable
Entire ABIAC facility - all day	1200 per day	500/300 non refundable
Set up/Break down fee - 2 hour max	25 per hour	
Travel teams	25 per practice	
Chair rental	2 each chair	
6 ft rectangle table rental (6)	10 each table	
10 ft round table rental (6)	20 each table	
Stage rental	500 per event	
Brite Lake		
Day use	\$ 5.00	
Boat launch	\$ 5.00	
Dump Fee	\$ 10.00	
Full hook up camping	45 per night	
Partial camping	35 per night	
Dry camping	30 per night	
After hours camping	35 per night	
Annual Pass	125 per year	
Military Annual Pass	100 per year	
Senior Annual Pass	75 per year	
Boat launch pass	35 per year	
Replacement card	25 per card	
Damage/Cleaning fee	25 +	
Sticker	\$ 1.00	
Hat - Patch	\$ 30.00 plus tax	
Hat - Embroidered	\$ 25.00 plus tax	
Short Sleeve Shirt - S - XL	\$ 20.00 plus tax	
Short Sleeve Shirt - 2XL-3XL	\$ 23.00 plus tax	
Long Sleeve Shirt - S - XL	\$ 23.00 plus tax	
Long Sleeve Shirt - 2XL - 3XL	\$ 26.00 plus tax	
Old Logo shirt	\$ 13.86 plus tax	
Firewood	10 per bundle	
Pavilion Rentals 1, 2 & 3 w/o power	\$ 75.00	\$ 100.00
Pavilion Rentals 1, 2 & 3 w/ power	\$ 100.00	\$ 100.00
District Office		
Board meeting room - 2 hour minimum	75 per hour	\$ 100.00
Dye Natatorium Pool		
Pool Rental - 50 ppl or less - 2 hour min	90 per hour	\$ 100.00
Pool Rental - 50 ppl or more - 2 hour min	130 per hour	\$ 100.00

23-24 Facilities Fee Schedule



Tehachapi Valley
Recreation & Park District

<u>Meadowbrook Park</u>			
Pavilion rental w/o power	\$	75.00	\$ 75.00
Full park rental	\$	500.00	\$ 1,500.00
Field Rental	25 per use		\$ 25.00
<u>Ollie Mountain Sports Park</u>			
<u>Philip Marx Central Park</u>			
Gazebo Rental w/o power	\$	75.00	\$ 75.00
Gazebo Rental w/ power	\$	100.00	\$ 75.00
Shade structure w/o power	\$	75.00	\$ 75.00
Shade structure w/ power	\$	100.00	\$ 75.00
Full park rental	\$	500.00	\$ 1,500.00
<u>Stephen Shy Activity Center</u>			
Facility Fee - 2 hour minimum	75 per hour		\$ 100.00
<u>West Park</u>			
Pavilion rental w/o power	\$	75.00	\$ 100.00
Pavilion rental w/ power	\$	100.00	\$ 100.00
Field Rental	25 per use		\$ 25.00
Travel teams field rental	100 per month/per field		
Travel teams light rental	100 per month/per field		

24-25 Youth Sports Fee Schedule



Tehachapi Valley
 Recreation & Park District

Youth Sport	Fee - Out-of-District	Fee - In District Discount
Kinderball	\$87	\$67.50
Youth Baseball	\$108	\$81.00
Youth Basketball	\$138	\$103.50
Youth Volleyball	\$128	\$106.50

24-25 Youth Programs Fee Schedule



Tehachapi Valley
Recreation & Park District

Youth Program	Fee - Out-of-District	Fee - In District Discount		
Adventure Camp AM Extended	\$ 5.00			
Adventure Camp Daily	\$ 37.50		\$28.12	\$ 1.00
Adventure Camp PM Extended	\$ 7.00			
Adventure Camp Weekly	\$ 134.50	\$ 100.87		\$ 1.00
Junior Camp Counselor Daily	\$ 21.00	\$ 15.75		\$ 1.00
Junior Camp Counselor Weekly	\$ 76.00	\$ 57.00		\$ 1.00
Lifeguard Certification	\$ 170.00	\$ 170.00		\$ 20.00
Lifeguard Recertification	\$ 120.00	\$ 120.00		\$ 20.00
Parent & Me Lessons	\$ 82.00	\$ 61.50		\$ 2.00
Swim Lessons	\$ 122.00	\$ 91.50		\$ 2.00
Tall Tot 1 Class monthly	\$ 254.00	\$ 190.50		
Tall Tot Craft Fee	\$ 170.00	\$ 170.00		
Tater Tot 1 Class monthly	\$ 147.00	\$ 110.25		
Tater Tot Craft Fee	\$ 95.00	\$ 95.00		
Tot Adventure Camp Daily	\$ 39.50	\$ 39.62		\$ 1.00
Tot Adventure Camp Weekly	\$ 144.50	\$ 108.37		\$ 1.00
Tots Late Fee	\$ 20.00	\$ 20.00		
Summit Seekers monthly	\$ 300.00	\$ 225.00		
Summit Seekers One Time Fee	\$ 95.00			

24-25 Adult Sports/Programs Fee Schedule



Tehachapi Valley
Recreation & Park District

Adult Sport	Fee	
Adult Basketball	\$670	\$ 20.00
Adult Softball	\$620	\$ 20.00
Adult Volleyball	\$570	\$ 20.00
Adult 3 x 3	\$300	\$15
Adult Programs	Fee	
Lap Swim	\$ 5.00	
Open Gym Drop-In	\$ 5.00	
Open Gym Punch Card	\$ 40.00	
Open Swim	\$ 5.00	
Open Swim Non-Swimmer	\$ 3.00	
Pool Punch Card	\$ 40.00	
Water Aerobics	\$ 5.00	
Pickleball Workshop	\$65	\$ 5.00
Cornhole Tournament	\$ 45.00	\$ 5.00
Pickleball Tournament	\$ 65.00	\$ 5.00

24-25 Events Fee Schedule



Tehachapi Valley
Recreation & Park District

	A	B	C
1	Event	Fee	Fee-In District Discount
2	All American 5K	\$ 47.00	
3	Brews on the Mountain - DD	\$ 15.00	
4	Brews on the Mountain - General	\$ 55.00	
5	Brews on the Mountain - VIP	\$ 80.00	
6	Cookie Creator Workshop	\$ 25.00	\$ 18.75
7	Fishing Derby - Adult	\$ 30.00	
8	Fishing Derby - Boat	\$ 5.00	
9	Fishing Derby - Child	\$ 25.00	
10	Mountain Gallop	\$ 40.00	
11	Presidential Polar Plunge	\$0	
12	Sip & Savor DD	\$ 38.00	
13	Sip & Savor	\$ 70.00	
14	Tots Art Gala	\$ 5.00	
15	Tots Christmas Ball-Family	\$ 45.00	
16	Tots Christmas Ball-Single	\$ 12.00	
17	Tots Parents' Night Out	\$ 20.00	\$ 15.00
18	Turkey Trot	\$ 35.00	

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made this ___th day of July 2024, 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 Philip Marx Central Park located at Mojave and "E" Street, including the "D" Street extension (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 solely for the purpose of allowing Licensee to use the Premises to conduct its annual Mountain Festival and such activities related and incidental thereto.

2. TERM. The term of this license shall be from **August 16, 2024 through August 18,**

2024. The hours of use shall be from **7:00 a.m. to 10:00 p.m.** each day.

3. FEE. In lieu of compensation for the license, Licensee agrees to identify and recognize the District as an “In-Kind Sponsor” for the Mountain Festival. Licensee shall include the District’s name and logo in and on all Mountain Festival multimedia marketing, advertising materials, banners, digital and printed promotional items, t-shirts, and any other printed or electronic media which identifies sponsors of the Mountain Festival.

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, 2024**, 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, 2024**, with a copy 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 provided in Section 3.

(H) Provide the District and/or its affiliate, the Tehachapi Parks Foundation with a predetermined vendor site within 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,

cessionaires, 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 3 and 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 **August 1, 2024**, Licensee shall deposit with District the sum of One Thousand Five Hundred Dollars **(\$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 on or before **October 1, 2024**.

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 19, 2024**. 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 4, 2023**, 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 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 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.

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, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Jeanette Pauer, 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 18, 2023**, 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.

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

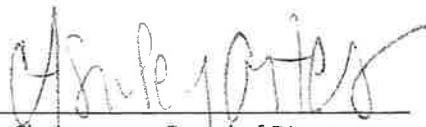
"District"

"Licensee"

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT**

TEHACHAPI CHAMBER OF COMMERCE, INC.

BY: _____
Chairperson, Board of Directors

BY: 
Chairperson, Board of Directors

BY: _____
Clerk of the Board of Directors

BY: 
Secretary, Board of Directors

RESOLUTION NO. 3-24

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE 2024 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 2024 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

PASSED AND ADOPTED this 16th day of July, 2024 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors

RESOLUTION NO. 4-24

**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 2024-2025 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 2024-2025; 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 16th day of July, 2024 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors