



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Thursday, November 12, 2020, 5:00 PM  
Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223**

**AGENDA**

[www.bcvparks.com](http://www.bcvparks.com)

**PUBLIC PARTICIPATION BY TELECONFERENCE ONLY**

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. 1. There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

The Regular Session is available by calling: 1(623) 404-9000. Meeting ID: 471-749-1599

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/4717491599>

**DISTRICT CLOSED SESSION** – None

**BEAUMONT CHERRY VALLEY RECREATION AND PARK IMPROVEMENT CORPORATION (BCVRPIC):** None

**WORKSHOP SESSION:** None

**REGULAR SESSION:** Regular Session to Begin at 5:00pm

**Roll Call:** Director De La Cruz, Director Ward, Treasurer Diercks, Vice-Chair/Secretary Flores and Chairman Hughes

**Invocation:**

**Pledge of Allegiance:**

**Presentations: None**

**Adjustments to Agenda:** Government code sec 54954.2 provides "upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a) "

**1. PUBLIC COMMENT:**

If you are unable to participate by telephone or via RingCentral, you may submit comments and/or questions in writing for the Board's consideration by sending them to [janet@bcvparks.com](mailto:janet@bcvparks.com). Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

**2. CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).

2.1 Minutes of October 14, 2020

2.2 Bank Balances October 2020

2.3 Warrants for October 2020

**3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:** (Includes Committee Reports)

- 3.1 Approval of 2021 Board Meeting Dates
- 3.2 Approval of 2021 Holiday Schedule
- 3.3 Approval of 2021 Facility License Agreements
- 3.4 Approval of 2021 Special Event Dates
- 3.5 Authorizing Resolution 2020-06 Approving Application(s) for Per Capita Grant Funds
- 3.6 Approval of Apple Fire Mitigation Billing
- 3.7 Approval to use Prior Year Foundation Income for Winter Wish
- 3.8 Approval of 2021 Parking Fee Dates

**DEPARTMENT REPORTS:**

Human Resources Administrator/Clerk of the Board: Janet Covington  
Financial Services Technician/Office Manager: Nancy Law  
Activities Coordinator: Kyle Simpson  
Maintenance Foreman: Aaron Morris  
General Manager: Duane Burk

**5. CALENDAR OF EVENTS:**

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
- Finance – 1<sup>st</sup> Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC
  - December 9, 2020
  - January 13, 2021 – **Starts at 4:00pm**
  - February 10, 2021

5.2. Upcoming Holidays

Thursday/Friday, November 26 & 27, 2020 – Thanksgiving  
Thursday/Friday, December 24 & 25, 2020 – Christmas

5.3. Events

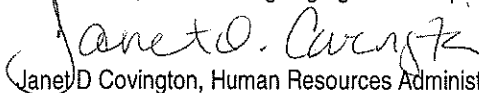
- Beaumont Woman's Club COVID-19 Testing has been extended through the end of the year.

**DIRECTORS MATTERS/COMMITTEE REPORTS**

**6. ADJOURNMENT:**

**Any person with a disability who requires accommodations in order to participate in the meeting should telephone Janet Covington at 951-845-9555, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation**

**DECLARATION OF POSTING:** I declare under penalty of perjury, that I am employed by the Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District web site November 6, 2020

  
Janet D Covington, Human Resources Administrator/Clerk of the Board



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, October 14, 2020, 5:00 PM  
Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223**

**MINUTES**

[www.bcvparks.com](http://www.bcvparks.com)

**PUBLIC PARTICIPATION WAS BY TELECONFERENCE ONLY**

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

**DISTRICT CLOSED SESSION** – None

**BEAUMONT CHERRY VALLEY RECREATION AND PARK IMPROVEMENT CORPORATION (BCVRPIC):** None

**WORKSHOP SESSION:** None

**REGULAR SESSION:** Regular Session to Begin at 5:00pm

Legal counsel of Best, Best & Krieger Joseph Ortiz attended and Albert Maldonado attended via teleconference

Regular session opened at 5:13pm.

**Roll Call**

Director De La Cruz: Absent

Director Ward: Present via teleconference

Treasurer Diercks: Present

Vice-Chair/Secretary Flores: Present via teleconference

Chairman Hughes: Present

**Invocation:** The invocation was given by Chairman Hughes

**Pledge of Allegiance:** Treasurer Diercks led the pledge of allegiance

**Presentations: None**

**Adjustments to Agenda:** None.

1. **PUBLIC COMMENT:** None.

2. **CONSENT CALENDAR:**

2.1 Minutes of September 9, 2020

2.2 Minutes of September 23, 2020

2.3 Bank Balances September 2020

2.4 Warrants for September 2020

2.5 Approval of FY 18/19 Draft Audit

General Manager, Duane Burk commented the finance committee reviewed items 2.3 and 2.4.

Motion was made to accept items 2.1, 2.2, 2.3, 2.4 and 2.5.

**Initial Motion:** Treasurer Diercks

**Second:** Chairman Hughes

**Result of Motion:** Carried 4-0

**Director De La Cruz:** Absent

**Director Ward:** Aye  
**Treasurer Diercks:** Aye  
**Vice Chair/Secretary Flores:** Aye  
**Chairman Hughes:** Aye

**3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:** (Includes Committee Reports)

**3.1 Approval of Revised Fifth Amendment to Employment Agreement, General Manager**

Joe Ortiz reviewed the revision to the Fifth Amendment. Chairman Hughes opened public comment at 5:19pm. Hearing none, public comment closed at 5:19pm.

Motion was made to accept item 3.1.

**Initial Motion:** Treasurer Diercks

**Second:** Director Ward

**Result of Motion:** Carried 4-0

**Director De La Cruz:** Absent

**Director Ward:** Aye

**Treasurer Diercks:** Aye

**Vice Chair/Secretary Flores:** Aye

**Chairman Hughes:** Aye

**3.2 Approve Destruction of Records**

General Manager confirmed the destruction of records is per policy and many of the documents have been stored electronically. Nancy Law stated the date in the staff report for the financials should be 2000, not 2020. Chairman Hughes opened public comment at 5:25pm. Hearing none, public comment closed at 5:25pm.

Motion was made to accept item 3.2.

**Initial Motion:** Treasurer Diercks

**Second:** Chairman Hughes

**Result of Motion:** Carried 4-0

**Director De La Cruz:** Absent

**Director Ward:** Aye

**Treasurer Diercks:** Aye

**Vice Chair/Secretary Flores:** Aye

**Chairman Hughes:** Aye

**3.3 Resolution #2020-04 Approval of BCVRPD Debt Management Policy**

The general manager provided information on the debt management policy that the District should have in place and said is required as part of the funding from CSDA approved September 9, 2020. Director Ward asked if the money from the loan has already been designated. The general manager said it has and Nancy Law stated it is a five-year payment plan. Chairman Hughes opened public comment. Hearing none, public comment closed.

Motion was made to accept item 3.3.

**Initial Motion:** Treasurer Diercks

**Second:** Chairman Hughes

**Result of Motion:** Carried 4-0

**Director De La Cruz:** Absent

**Director Ward:** Aye

**Treasurer Diercks:** Aye

**Vice Chair/Secretary Flores:** Aye

**Chairman Hughes:** Aye

**3.4 Resolution #2020-05 Authorizing the Execution and Delivery of an Installment Sale Agreement and**

**Authorizing and Directing Certain Actions in Connection with the Acquisition and Construction of Park Improvements.**

Joe Ortiz stated it is a standard agreement and legal has reviewed the document. He indicated there is 102% repayment on the loan. Chairman Hughes opened public comment at 5:34pm. Hearing none, public comment closed at 5:34pm.

Motion was made to accept item 3.4.

**Initial Motion:** Treasurer Diercks

**Second:** Chairman Hughes

**Result of Motion:** Carried 4-0

**Director De La Cruz:** Absent

**Director Ward:** Aye

**Treasurer Diercks:** Aye

**Vice Chair/Secretary Flores:** Aye

**Chairman Hughes:** Aye

#### DEPARTMENT REPORTS:

##### Human Resources Administrator/Clerk of the Board: Janet Covington

- The District has 25 employees. A full time maintenance employee was brought back from furlough and two maintenance employees and one recreation assistant resigned from the District. We currently have 14 employees working and 11 on furlough. We promoted Taylor McCafferty to a Part time Maintenance position.
- We reviewed our 2020 Biennial Notice for Conflict of Interest Codes and determined no amendment was needed.
- Our 4<sup>th</sup> quarter Safety Package was submitted to CAPRI.
- We haven't had any workers compensation cases, incidents or accidents. It has been 549 days since our last employee accident.
- Safety Compliance provided "Handling Power Tools Safely" training in September
- Janet Covington and Nancy Law attended Special District Leadership Foundations Module 2 training on "Setting Direction/Community Leadership" This was the second training of four modules.
- Harassment training for Directors, Supervisors and staff is scheduled for January 13, 2020 @ 4:00pm prior to our board meeting. This will be both in person with social distancing allowance and virtual.
- Ethics training needs to be completed in January. This free training is available on line at <http://localethics.fppc.ca.gov/login.aspx>. When the course is completed, you print the certification and return it to Janet.
- Janet attended CalPERS Public Agency Business Rules as well as several webinars from skill path and the first three sessions in a six-part series on Story Telling for Special Districts by Streamline, making the public aware of who our District is, what we do and why we do it. The link is available if anyone would like to view it. She also attended the Best, Best & Krieger webinar on demonstrations and Public Speech and how they pertain to the First Amendment
- She is working primarily in her office.
- Completed all auditor requests.
- Currently holding open enrollment for staff.
- Kyle Simpson, Chris Diercks and Janet attended the Beaumont Chamber Good Morning Breakfast where the District received the Chambers "Business of the Month" award for outstanding performance and service to our community.
- The staff holiday party is scheduled for Friday, December 11, 2020. This year we are limiting attendance to staff and Directors with the allowance of each person to bring one guest only. We will not be able to invite additional guests in order to apply social distancing set up to keep everyone safe and healthy. This year's event will be an informal event with a taco cart and competitive games.
- Seventy Two days till Christmas

##### Financial Services Technician/Office Manager: Nancy Law

- The Finance Committee met and reviewed September 2020 Financial Reports.
- Property Tax Disbursement – We received deposits into the Riverside County Fund for September 2020 in the amount of \$1,126.25 for Interest Income.
- \$5000.00 was transferred into the Reserve fund for September 2020. We moved \$55,000.00 from Capital Reserve for Capital Improvements bringing our balance to \$318,493.67.

- Finance attended on 9/16/2020 and 9/17/2020 - Special District Leadership Academy (SDLA) Module 2: Setting Direction/Community Development.
- Finance along with Receptions Ryann Flores attended on 9/9/2020 – Streamline Portal Review.
- Finance attended Storytelling for Special Districts training and Interpreting and Communicating the New CalPERS Actuarial Reports.
- Nancy is working on the CDBG grant Application for Bogart.

Activities Coordinator: Kyle Simpson

- Facility Rentals have resumed in a limited capacity, 25% of building capacity for indoor events and 50% capacity for outdoor events.
- COVID-19 Testing Facility has been moved to the Woman's Club through October 31.
- Thunder Alley RC Raceway has been reopened on a limited weekend basis.
- Heart and Soul Line Dancing has resumed classes at the Grange.
- Guitar classes have started back up at the Grange as of September 1.
- Far From Perfect Mustang Rescue has resumed Gymkhana events at the Horse Arena.
- T.O.P.S. has resumed meetings at Noble Creek Community Center as of October 6, Tuesdays at 6:00pm.
- Beaumont Woman's Club, CAST Players, and San Geronio Pass Historical Society have been notified about COVID-19 testing at the Woman's Club for the month of October.
- Bogart 1K/5K Fun Run. Due to social distancing regulations the Fun Run will be postponed until further notice
- Movies under the Stars. Kyle has been in contact with Swank Industries to rent the movies if it is possible to show them this year. The dates for the movies are still pending based on social distancing and gathering regulations. Church for Family will contribute with their projector and volunteers when a decision is made. Cold and rainy weather may be a factor in cancelling this event.
- Pumpkin Carve. Green thumb was unable to donate pumpkins but they will be contributing a cash donation in lieu of Pumpkins. Kyle is in contact with Walmart to get donations for the event and is awaiting a response for his donation request for pumpkins, carving kits, and candy. He is working on a plan for a drive-thru style carving kit pickup, pending the pumpkin donations
- Trunk or Treat. Kyle is working with the Police Department and the City to be involved with Trunk-or-treat this year.
- Kyle attending the Beaumont Chamber Breakfast on October 9<sup>th</sup> and the Riverside County Emergency Management Department online live stream of Post Apple and El Dorado Fire Mud and Debris Flow Community Meeting
- All other Community events and meetings have been cancelled until further notice due to COVID-19

Maintenance Foreman: Aaron Morris

- Aaron reported the maintenance department has stayed busy working on daily routine jobs while completing smaller projects throughout the week. He said he is grateful to welcome Taylor to the Maintenance team and is looking forward to passing down his knowledge and skills to her as the Maintenance Department moves forward. The third Quarter Safety Committee Packet was completed and submitted on time.
- Maintenance re landscaped the memorial wall planters.
- Maintenance cleaned up and added gravel around the Kiosk at Bogart Regional Park prior to the dedication.
- The maintenance department is planning to over seed the Bogart Regional Day Use Meadow mid-October.
- Aaron has collaborated with Riverside County Flood and Hotline Construction during their projects within the park.
- Aaron is working with Kyle on procedures in anticipation of opening up the fields for baseball and softball.
- Maintenance is continuing daily routines while improving old ones.

General Manager: Duane Burk

- Duane felt the Bogart dedication was good and is working on the Fitness court dedication as Riverside County allows.
- Staff is working on bringing back adult softball with a modified season and renting out practice fields.

- Duane said we received some grindings at the equestrian area and the intent is for maintenance to make an employee parking area in the maintenance area and put a road around the equestrian pavement so traffic will go along the road and we can divert water and create a free flowing road. He is working with some concerned citizens about the equestrian area.
- Top Line completed the conduits at the equestrian yard.
- He hopes to have a pumpkin carve and trunk or treat as we head to the end of year allowing people to get together and play.

**5. CALENDAR OF EVENTS:**

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
- Finance – 1<sup>st</sup> Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC  
November 12, 2020 (**Thursday**)  
December 9, 2020  
January 13, 2020 – **Starts at 4:00pm**

5.2. Upcoming Holidays

Wednesday, November 11, 2020 – Veteran’s Day  
Thursday/Friday, November 26 & 27, 2020 – Thanksgiving  
Thursday/Friday, December 24 & 25, 2020 – Christmas

5.3. Events

- Beaumont Woman’s Club COVID-19 Testing has been extended through October 31, 2020).

**DIRECTORS MATTERS/COMMITTEE REPORTS**

**Director Ward**

Denise thanked Duane. He gave her a tour of the updated facilities and Noble Creek Park and said she loves the entrance sign. She enjoyed the Bogart ceremony and excited to see her name on the plaque. She thanked everyone for participating. She invited everyone to the Banning street races on Saturday and Sunday, 1-10pm at the Banning airport. She congratulated John on his surgery and said she is glad he is on the road to recovery and he continues praying for his continued health and speedy recovery. Denise thanked all the staff for an excellent job and said she appreciates them.

**Treasurer Diercks**

Chris said he agrees with director Ward, the sign at Noble Creek looks great and he said Bogart is looking great and likes the fact that three agencies were able to come together. He thanked staff for all their hard work and said they are working hard. He wished John happy recovery.

**Vice Chair/Secretary Flores – None.**

**Chairman Hughes**

Dan said the Bogart dedication went well. We had been anticipating it for a while and if it weren’t for COVID, we would have had a huge crowd. He thanked staff for all their hard work. He congratulated Director Flores and was glad to see him back. He announced the passing of Laura Dahlstrom and asked to keep her husband Greg and Laura’s family in our prayers.

**6. ADJOURNMENT:**

Motion was made to adjourn the meeting at 5:54pm.

**Initial Motion:** Treasurer Diercks

**Second:** Director Ward

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 10/31/2020

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 61,126.66	\$ 559,004.09	\$ 540,708.00	\$ 42,830.57	
2 Bank of Hemet - Payroll Account	\$ 5,399.02	\$ 55,207.80	\$ 50,000.00	\$ 191.22	
3 Bank of Hemet - Project Account	\$ 1,734.83		\$ 400,000.00	\$ 401,734.83	*Wire Transfer from Municipal Finance 11/6/2020
4 Bank of Hemet - Bogart	\$ 2,816.35	\$ 14,779.94	\$ 14,877.00	\$ 2,913.41	
5 Bank of Hemet MM	\$ 1,586.93		\$ 0.20	\$ 1,587.13	
6 Bank of Hemet - Reserve Fund	\$ 318,493.67	\$ 223,848.36	\$ 5,026.18	\$ 99,671.49	
7 Bank of Hemet - Quimby/DIF	\$ 47,267.12		\$ 6,092.89	\$ 53,360.01	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 177,134.86	\$ 100,000.00		\$ 77,134.86	
10					
11	\$ 616,059.44	\$ 952,840.19	\$ 1,016,704.27	\$ 679,923.52	
12					
13 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
14 Operating Reserve	\$ 215,260.79	\$ 170,615.48	\$ 5,000.00	\$ 49,645.31	NOT to be USED
15 Capital Reserve	\$ 103,232.88	\$ 53,232.88	\$ 26.18	\$ 50,026.18	Min Balance of \$50,000
16					
17 TOTAL RESERVE ACCOUNT	\$ 318,493.67	\$ 223,848.36	\$ 5,026.18	\$ 99,671.49	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 10/31/2020

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
18 Bank of Hemet	\$ 79,548.11			\$ 79,548.11	



# Beaumont Cherry Valley Recreation & Park District Check Warrant Bank of Hemet - Operating October 2020

Type	Date	Num	Name	Memo	Amount
<b>10005 - Bank of Hemet - Operating</b>					
General Journal	10/01/2020	Tran 09283R	Beaumont Chamber of Commerce	Reverse of GJE Tran 09283 -- For CHK 122701 voided on 10/01/2020	40.00
General Journal	10/01/2020	Tran 09284R	iHealth	Reverse of GJE Tran 09284 -- For CHK RF05282020 voided on 10/01/2020	114.78
General Journal	10/01/2020	Tran 09285R	El Charro	Reverse of GJE Tran 09285 -- For CHK DB08032020 voided on 10/01/2020	21.65
General Journal	10/01/2020	Tran 09286R	SiriusXM Radio	Reverse of GJE Tran 09286 -- For CHK NL05262020 voided on 10/01/2020	26.70
Check	10/01/2020	123355	Dan Hughes	Director Fees - September 2020	-600.00
Check	10/02/2020	Fees	EPX	Fees - Credit Card Machine	-219.02
Check	10/02/2020	Fee	UMS/Celero Banking	Credit Card Monthly fee	-6.50
Bill Pmt -Check	10/07/2020	123356	Land Engineering Consultants, Inc.	Bogart - CEQA - Record Bdry/Topo Map & Survey, Grading Erosion Plan, Hydro Hydraulic analysis, Environmental Report, Mtg./Conndination Management	-24,709.50
Check	10/08/2020	123357	Beaumont Chamber of Commerce	Chamber Breakfast - 10/9/2020 - Covington, Janet, Simpson, Kyle & Law, Nancy	-66.00
Check	10/08/2020	NL10082020	Southern California Shredding	Shredding of Destruction boxes from 2019 and lower	-120.00
Check	10/08/2020	NL10082020	CSMFO	Webinar - Ca Local Budgeting (Law, Nancy)	-150.00
Bill Pmt -Check	10/09/2020	123358	Grand American Builders, Inc.	Labor/Materials: Field #7 Restrooms, Copper room Tiles, Maintenance Eyebrow	-10,463.64
General Journal	10/09/2020	Tran 09303R	Kyle Simpson	Reverse of GJE Tran 09303 -- For CHK 123029 voided on 10/09/2020 - Lost Check Replaced	100.00
Check	10/09/2020	123359	Kyle Simpson	Employee Shoe Reimbursement (Simpson, Kyle) Reissue	-100.00
Bill Pmt -Check	10/12/2020	123360	Artwork Paint Company	Field #7 Restroom - paint ceiling and 2nd coat on walls	-728.05
Check	10/13/2020	123361	Jessica Warrick	Pay Period 08/31/2020 - 09/13/2020 (14.5 hrs)	-435.00
Check	10/13/2020	123362	Jessica Warrick	Pay Period 09/14/2020 - 09/27/2020 (10 hrs)	-300.00
Check	10/13/2020	123363	Robert Trudell	RV Space #20 - 11/2/2020 - 11/8/2020 (REFUND) - Due to COVID-19	-235.00
Check	10/13/2020	123364	Denise Ward	Director Fees - September 2020	-250.00
Check	10/13/2020	123365	So Cal USA Softball	Tournament Refundable Security Deposit - 2020	-500.00
Check	10/14/2020	AF10142020	Table Cloth Factory	Table Cloths - Employee Holiday Party	-139.86
Check	10/15/2020	123366	Chris Diercks.	Director Fees - October 2020	-200.00
Bill Pmt -Check	10/16/2020	1058617954	Verizon Wireless	Monthly Wireless phone Service	-617.17
Bill Pmt -Check	10/20/2020	123391	Acorn Technology Services	Monthly IT Service	-1,945.00
Bill Pmt -Check	10/20/2020	123392	Artwork Paint Company	Field #7 Restroom - paint exterior eves	-553.78
Bill Pmt -Check	10/20/2020	123393	Awards & Specialities	Office name plate	-16.31
Bill Pmt -Check	10/20/2020	123394	BCVWD 3-001	Utilities - Water - Bogart	-75.61

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2020**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/20/2020	123395	BCVWD 3-003	Utilities - Water - Bogart	-2,420.88
Bill Pmt -Check	10/20/2020	123396	BCVWD 3-004	Utilities - Water - Bogart	-5,096.14
Bill Pmt -Check	10/20/2020	123367	BCVWD 8-005	Utilities - Water - Grange	-67.76
Bill Pmt -Check	10/20/2020	123368	Beaumont Safe & Lock	2001 Locks - RV Replacement locks	-167.44
Bill Pmt -Check	10/20/2020	123397	Best Best & Krieger	Monthly Legal Services - General/H/R	-1,728.80
Bill Pmt -Check	10/20/2020	123398	CSDA	Membership Renewal 2021 & (2) 2021 Labor Law Posters	-3,911.00
Bill Pmt -Check	10/20/2020	123399	Cherry Valley Nursery	Memorial Wall Rose Garden Repair	-378.08
Bill Pmt -Check	10/20/2020	123369	Clark Pest Control	Monthly Pest Control - Noble Creek Park	-770.00
Bill Pmt -Check	10/20/2020	123370	Image Source	Monthly Copier Copy Service	-14.20
Bill Pmt -Check	10/20/2020	123371	Jani-King of California, Inc	Monthly Janitorial Services	-1,005.75
Bill Pmt -Check	10/20/2020	123372	JayTown Industries, Inc.	Aluminum Lettering (Blue) "Noble Creek Regional Park" "650"	-2,597.19
Bill Pmt -Check	10/20/2020	123373	Pattons Steel Corp	Material: Maintenance Office Eyebrow Posts & Fitness Court Handrail	-430.69
Bill Pmt -Check	10/20/2020	123374	Productive Parks	Yearly Work Order program Subscription	-1,186.00
Bill Pmt -Check	10/20/2020	123375	Prudential Overall Supply	Weekly Janitorial Supplies and Uniforms	-311.58
Bill Pmt -Check	10/20/2020	123376	Safety Compliance Company	Safety Meeting 09/16/2020 - Topic: #28 Power Tools	-250.00
Bill Pmt -Check	10/20/2020	123377	SRS Electric	Material and Labor: Meadow Lighting, RV Space #5 Repair from Apple fire, Field #7 Electrical, Bridal Room wiring for Can lights and flag pole, NCCC Ceiling Fans install, RV Space #8, 16 & 19 Breaker and outlet, Field #4 GFI backstop & light pole	-20,446.49
Bill Pmt -Check	10/20/2020	123378	Star Pro Security Patrol Inc.	One unarmed office - 9/30/2020 - 10/31/2020	-4,416.00
Bill Pmt -Check	10/20/2020	123379	Turf Star, Inc.	Bi Weekly Equipment Repair Service - September 2020	-737.44
Bill Pmt -Check	10/20/2020	123380	UNUM	Employee - Monthly Disability Insurance	-281.79
Bill Pmt -Check	10/20/2020	123381	Xerox Financial Services	Monthly Copier Service	-559.07
Bill Pmt -Check	10/20/2020	10082020	Nextiva	Monthly Telephone Service	-287.10
Bill Pmt -Check	10/20/2020	120301491	ARCO Business Solutions	Monthly - Fuel/Gas - Traverse (19,318) - F350 (152,357) & Gas/Fuel Cans/Tank	-467.74
Bill Pmt -Check	10/20/2020	1691242-244	CalPers	Employee - Retirement	-4,284.67
Bill Pmt -Check	10/20/2020	1001691246	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	10/20/2020	70110202020	Chevron	Monthly - Fuel/Gas - F150 ( ) - F350 ( ) - Chevy ( ) & Gas/Fuel Cans/Tank	-1,222.88
Bill Pmt -Check	10/20/2020	8917904757	Ford Credit	Monthly F150 Car Payment	-763.20
Bill Pmt -Check	10/20/2020	218432665	Frontier Communications	Monthly NCCC Wifi	-125.98
Bill Pmt -Check	10/20/2020	218432757	Frontier Communications	Monthly Woman's Club Wifi	-91.76

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2020**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/20/2020	218432791	Frontier Communications	Monthly Grange Wifi	-101.76
Bill Pmt -Check	10/20/2020	218432824	Frontier Communications	Monthly Bogart Wifi	-60.98
Bill Pmt -Check	10/20/2020	685145282	Office Depot	Monthly Office Supplies	-60.42
Bill Pmt -Check	10/20/2020	6245294331	SCE ( 6245)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-110.31
Bill Pmt -Check	10/20/2020	0195294031	SCE (0195)	Utilities - Electric - Field #1 - 4	-8.23
Bill Pmt -Check	10/20/2020	435294431	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-191.04
Bill Pmt -Check	10/20/2020	947294531	SCE (1947)	Utilities - Electric - James Hughes Trailer	-215.10
Bill Pmt -Check	10/20/2020	2062294931	SCE (2062)	Utilities - Electric - RV Park	-939.38
Bill Pmt -Check	10/20/2020	6179294831	SCE (6179)	Utilities - Electric - General Electricity & Thunder Alley	-754.78
Bill Pmt -Check	10/20/2020	294009-69	SoCalGas	Utilities - Gas - NCCC & Woman's Club	-56.55
Bill Pmt -Check	10/20/2020	80020346045	Waste Management of the IE	Utilities - Trash - NCCC	-1,865.87
Bill Pmt -Check	10/20/2020	7487316	Wells Fargo Financial Leasing	Monthly Copier Lease	-983.66
Check	10/20/2020	RF10202020	Beaumont Chamber of Commerce	Chamber Breakfast - 11/13/2020 - (3) Covington, Janet, Simpson, Kyle & Law, Nancy	-66.00
Bill Pmt -Check	10/22/2020	123382	Grand American Builders, Inc.	Labor/Materials: Field #7 Restrooms, Copper Room Base Boards & Franco Garden Barn doors	-10,110.61
General Journal	10/22/2020	Tran 10221		Transfer to Bogart for Bogart Bills	-10,000.00
General Journal	10/22/2020	RCF 10221		Transferred from RCF for Bills and Payroll	100,000.00
Bill Pmt -Check	10/22/2020	KS10222020	Amazon.com	Ghostbuster Slimmer Inflatable - Trunk or Treat	-110.26
Bill Pmt -Check	10/22/2020	KS10222020	Amazon.com	Ghostbuster Banner/Men's Costume - Trunk or Treat	-79.16
Bill Pmt -Check	10/22/2020	KS10222020	Amazon.com	Ghostbuster StayPuff inflatable - Trunk or Treat	-123.85
Bill Pmt -Check	10/22/2020	KS10222020	Amazon.com	Ghostbuster Women's Costume - Trunk or Treat	-61.43
Bill Pmt -Check	10/22/2020	KS10222020	Amazon.com	Ghostbuster NO Ghost Costume - Trunk or Treat	-85.82
Check	10/22/2020	NL10222020	Apple.com	Monthly iCloud Storage Upgrade	-2.99
General Journal	10/23/2020	Trans 10232		Transfer to Reserve for Monthly Transfer	-5,000.00
Bill Pmt -Check	10/23/2020	BH02078283	UMPQUA Bank	Monthly Credit Card - Bus. Meals, Traverse Car Wash, SiriusXM Radio, U-Channel Post for Signage, Trash liners (Fitness court), Signage "Wipe Down Equipment" (Fitness Court), Signage " Please Clean up after yourself" (Bogart) Ring Central Meetings Expense	-4,968.92
Bill Pmt -Check	10/26/2020	123383	Kaboo Leasing Co.	Pergola - Design Building Barn Doors/ Counter top	-7,800.00
General Journal	10/28/2020	Trans 10282		Transfer to Payroll for PR 10302020	-20,000.00
Check	10/28/2020	10282020	Safeguard	Operating - Computer Checks	-230.99
Bill Pmt -Check	10/29/2020	123384	Merlin Johnson Construction, Inc.	Pond Maintenance & Repair as approved from Reserve 9/23/2020	-223,848.36

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**October 2020**

Type	Date	Num	Name	Memo	Amount
Bill Pmt - Check	10/30/2020	123385	Grand American Builders, Inc.	Dog Parks, ADA access paths for small and large dog park, Grade, form, compact, place and finish 2242sq ft of concrete walkways	-24,487.25
General Journal	10/30/2020	Trans 10301		Transferred from Reserve for Board Approved Merlin Pond Bills 9/23/2020	223,848.36
				<b>TOTAL</b>	<b>-84,647.30</b>

**Beaumont Cherry Valley Recreation & Park District  
 Check Warrant  
 Bank of Hemet - Reserve  
 October 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
10025 - Bank of Hemet - Reserve Fund					
General Journal	10/23/2020	Trans 10232		Transferred from Operating for Monthly Transfer	5,000.00
General Journal	10/30/2020	Trans 10301		Transfer to Operating for Board Approved Merlin Pond Bills	-223,848.36
				<b>TOTAL</b>	<b>-218,848.36</b>

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Bogart  
October 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>10050 - Bank of Hemet - Bogart Park</b>					
Check	10/02/2020	Fee	UMS/Celero Banking	Credit Card Fees	-72.39
Check	10/09/2020	Fee	UMS/Celero Banking	Credit Card Montly Fee	-6.50
Bill Pmt -Check	10/20/2020	5116	Clark Pest Control	Montly Pest Control	-550.00
Bill Pmt -Check	10/20/2020	5117	Frontier Communications	Montly Wifi	-282.55
Bill Pmt -Check	10/20/2020	5118	JayTown Industries, Inc.	Signange - "Warning Do Not Feed the Bears"	-215.50
Bill Pmt -Check	10/20/2020	5119	Land Engineering Consult, Inc.	Bogart - CEQA - Record Bdry/Topo Map/Survey, Grading & Erosion Control, Hydro/Hydraulic Analysis, Environmental Reports	-12,200.00
Bill Pmt -Check	10/20/2020	5120	SRS Electric	Repair/Maintenance Camp Hostess Electrical Panel	-178.00
Bill Pmt -Check	10/20/2020	5121	Well Tec Services Inc.	Pond - Intall new 2" Flflow Meter	-1,275.00
General Journal	10/22/2020	Tran10221		Transferred from Operating for Bogart Bills	10,000.00
				<b>TOTAL</b>	<b>-4,779.94</b>



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

**Staff Report**

**Agenda Item No. 3.1**

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Director**

**Date: November 12, 2020**

**Subject: 2021 Board Meeting Dates**

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**Background and Analysis:**

Each year the District holds its regular scheduled Board meeting on the second Wednesday of each month. The dates for 2021 are as follows.

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 09, 2021

July 14, 2021

August 11, 2021

September 08, 2021

October 13, 2021

November 10, 2021

December 08, 2021

**Fiscal Impact: None**

**Recommendations:**

Staff recommends approving the 2021 regular scheduled Board meeting dates with the authority to make changes subject to Beaumont-Cherry Valley Recreation & Park District Board of Directors.

Respectfully Submitted,

A handwritten signature in black ink that reads "Janet O. Covington".

Janet Covington, Human Resources Administrator/Clerk of the Board



**Staff Report**

Agenda Item No. 3.2

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Administrator**

**Date: November 12, 2020**

**Subject: Approval of the 2021 Holiday Schedule**

**Background and Analysis:**

As a policy of the District, the District observes an average of twelve holidays per year. Each year staff reviews for approval the upcoming year's holidays based on Federal recognized holidays. The prior 8 years the Board approved 13 days. Below is a list of 2021 holidays for consideration and approval.

<b>Per Approval</b>	<b>Floating Holiday</b>
<b>Friday, January 1, 2021</b>	<b>New Year's Day</b>
<b>Monday, January 18, 2021</b>	<b>Martin Luther King Day</b>
<b>Monday, February 15, 2021</b>	<b>President's Day</b>
<b>Monday, May 31, 2021</b>	<b>Memorial Day</b>
<b>Monday, July 5, 2021 (Sunday, July 4)</b>	<b>Independence Day Observed</b>
<b>Monday, September 6, 2021</b>	<b>Labor Day</b>
<b>Thursday, November 11, 2021</b>	<b>Veterans Day</b>
<b>Thursday, November 25, 2021</b>	<b>Thanksgiving Day</b>
<b>Friday, November 26, 2021</b>	<b>Day After Thanksgiving</b>
<b>Thursday, December 23, 2021 (Friday, December 24)</b>	<b>Christmas Eve Observed</b>
<b>Friday, December 24, 2021 (Saturday, December 25)</b>	<b>Christmas Day Observed</b>
<b>Thursday, December 30, 2021 (Friday, December 31)</b>	<b>New Year's Eve Observed</b>

**Fiscal Impact:**

Per District policy, Full-Time employees are paid for holidays observed by the District. If approved, the District will observe thirteen holidays in 2021.

**Recommendations:**

Staff recommends approving the 2021 holiday schedule.

Respectfully Submitted,

Janet Covington

Human Resources Administrator/Clerk of the Board





**Staff Report**

Agenda Item No. **3.3**

**To:** Board of Directors:

**From:** Kyle Simpson, Activities Coordinator

**Via:** Duane Burk, General Manager

**Date:** November 12, 2020

**Subject:** Approval of the Facility use License Agreements

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District annually renew facility use agreements for independent operators which benefit our local community. This year there are (7) individuals license agreements for your consideration.

On January 11, 2017 the Board approved all the Individual license agreements with the suggested 5% increase.

Staff Recommends:

1. No increased rates to Facility use License Agreements for users in 2021.
2. Consider adding an "EMON" meter to Thunder Alley Raceway to monitor the use of electricity. Staff will bring back the information to the Board next year for a possible increase to the facility user. Require Thunder Alley facility user to pay their own trash on events.

**Recommendations:**

Staff recommends that the Board approve each License Agreement as Submitted with Board approval to make and allow the General Manager to adjust non substantial changes.

**Fiscal Impact:**

There will be no fiscal impact to the District.

Respectfully Submitted:

Kyle Simpson,  
Activities Coordinator



**Staff Report**

**To:** Board of Directors:  
**From:** Kyle Simpson, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** November 12th, 2020  
**Subject:** 2021 Calendar of Events

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District holds special events throughout the year to benefit the community. Each year the dates change slightly due to holidays, park availability and other community events. The District would like to present the following 2021 event dates, all events are subject to change due to weather or other unforeseen natural disaster and reserve the right to change any date as necessary.

1k and 5k Run at Bogart	March 13 <sup>th</sup> , 2021
Welcome Home Vietnam Veterans	March 26 <sup>th</sup> , 2021
Spring Fling	April 3 <sup>rd</sup> , 2021
Fishing Derby	April 24 <sup>th</sup> – 25 <sup>th</sup> , 2021
Arbor Day	April 30 <sup>th</sup> , 2021
Cinco De Mayo Festival	May 2 <sup>nd</sup> , 2021
Memorial Wall *We will be honoring more than one person for the Memorial Wall in 2021 due to not having candidates for the past two years	May 14 <sup>th</sup> , 2021
Movies Under the Stars (Every Monday)	June 14 <sup>th</sup> – July 19 <sup>th</sup> , 2021
Oktoberfest	September 17 <sup>th</sup> – 19 <sup>th</sup> , 2021
Pumpkin Carve	October 23 <sup>rd</sup> , 2021
Winterfest	December 3 <sup>rd</sup> – December 4 <sup>th</sup> , 2021

**Recommendations:**

Staff recommends that the Board approves the 2021 Event dates with possibility of changes as the General Manager and Staff deem appropriate.

**Fiscal Impact:**

Each event has its own fiscal impact on the district and has been presented in the FY 20/21 and FY 21/22 Budget.

Respectfully Submitted:

Kyle Simpson,  
Activities Coordinator



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB, INC. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on January 7<sup>th</sup>, February 4<sup>th</sup>, March 4<sup>th</sup>, April 1<sup>st</sup>, May 6<sup>th</sup>, October 7<sup>th</sup>, November 4<sup>th</sup>, and December 2<sup>nd</sup> from 8:00AM-3:00PM for regular meetings; January 21<sup>st</sup>, February 25<sup>th</sup>, March 25<sup>th</sup>, April 29<sup>th</sup>, May 27<sup>th</sup>, October 28<sup>th</sup>, November 18<sup>th</sup>, December 30<sup>th</sup> 11:00AM-1:00PM for BEAUMONT WOMAN’S CLUB BOARD MEETINGS; AND February 13<sup>th</sup>, March 20<sup>th</sup>, April 17<sup>th</sup>, October 16<sup>th</sup>, December 18<sup>th</sup> 2:00pm-9:00pm FOR SPECIAL EVENTS
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.
  - ii. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
  - iii. BEAUMONT WOMAN’S CLUB, INC. is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in



## Beaumont-Cherry Valley Recreation and Park District

compliance with California Governor's Orders or the colored tier system, as they are updated.

iv. In the case there are more than 25% ROOM CAPACITY, BEAUMONT WOMAN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.

III. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.

i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.

IV. BCVRPD will give notice to BEAUMONT WOMAN'S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.

### V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS

i. BEAUMONT WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. BEAUMONT WOMAN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMAN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMAN'S CLUB, INC. fail to comply with any provision of this section.

VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMAN'S CLUB, INC. chooses to store in or around the facility.

i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.

ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received: )**



## Beaumont-Cherry Valley Recreation and Park District

iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.

**(Received: )**

iv. BEAUMONT WOMAN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by BEAUMONT WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.

VII. BEAUMONT WOMAN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**

VIII. Fees, payable to BCVRPD for the above, shall be as follows:

- i. The following fees are good through the dates of this agreement
- ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
- iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (tatielaine23@yahoo.com@gmail.com).
- iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
- v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.

IX. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.

- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
- ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.
- iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.



## Beaumont-Cherry Valley Recreation and Park District

- iv. BEAUMONT WOMAN'S CLUB, INC. shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - v. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons will be recommended to wear masks while participating in MEETINGS AND EVENTS
  - vi. BEAUMONT WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- X. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
  - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**



## Beaumont-Cherry Valley Recreation and Park District

- XVII. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.
- XIX. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XX. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIII. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXIV. FORCE MAJEURE**
- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BEAUMONT WOMAN'S CLUB, INC. waives any right of recovery against BCVRPD and BEAUMONT WOMAN'S CLUB, INC. shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.



## Beaumont-Cherry Valley Recreation and Park District

XXV. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. Minimum Requirements: BEAUMONT WOMAN'S CLUB, INC. shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BEAUMONT WOMAN'S CLUB, INC., its agents, representatives, employees, or subcontractors. BEAUMONT WOMAN'S CLUB, INC. shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance:** BEAUMONT WOMAN'S CLUB INC. shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.





## Beaumont-Cherry Valley Recreation and Park District

- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or BEAUMONT WOMAN'S CLUB, INC. shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
  - 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the BEAUMONT WOMAN'S CLUB, INC.; and,
  - 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the BEAUMONT WOMAN'S CLUB, INC. scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BEAUMONT WOMAN'S CLUB, INC. insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
  - 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the BEAUMONT WOMAN'S CLUB, INC. or for which BEAUMONT WOMAN'S CLUB, INC. is responsible; and
  - 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the BEAUMONT WOMAN'S CLUB, INC. scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BEAUMONT WOMAN'S CLUB, INC. insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and



## Beaumont-Cherry Valley Recreation and Park District

volunteers for losses paid under the terms of the insurance policy which arise from work performed by BEAUMONT WOMAN'S CLUB, INC.

- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
  - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  - 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. BEAUMONT WOMAN'S CLUB, INC. shall guarantee that, at the option of the BCVRPD, either:
  - 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  - 2. BEAUMONT WOMAN'S CLUB, INC. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** BEAUMONT WOMAN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPPD



## Beaumont-Cherry Valley Recreation and Park District

before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.

- xiii. **Reporting of Claims:** BEAUMONT WOMAN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.

- XXVI. BEAUMONT WOMAN'S CLUB, INC. shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BEAUMONT WOMAN'S CLUB, INC. use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXVII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMAN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMAN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway



# Beaumont-Cherry Valley Recreation and Park District

Beaumont CA 92223

- ii. BEAUMONT WOMAN'S CLUB, INC.  
c/o Eliana G. Conner  
34216 Crenshaw St.  
Beaumont, CA 92223

XXXII. This agreement is to be affective on January 1, 2021 and end on December 31, 2021. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXIII. The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager, BCVRPD

\_\_\_\_\_  
Eliana G. Conner, President (Beaumont  
Woman's Club)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

San Geronio Pass Historical Society

2021 Usage dates for Beaumont Woman's Club

**First Saturday of each month for museum days**

Both museum and theater room

9 a.m.-3 p.m.

Jan. 2

Feb. 6

March 6

April 3

May 1

June 5

July 3

Aug. 7

Sept. 4

Oct. 2

Nov. 6

Dec. 4

**Second Thursday of each month for membership meetings**

Both museum and theater room

5:30 p.m.-10 p.m.

Jan. 14,

Feb. 11

March 11

April 8

May 13

June 10

July 8

Aug. 12

Sept. 9

Oct. 14

Nov. 11

Dec. 9

**Third Thursday of each month for board meetings**

Museum is OK, and theater room, if available, for more air circulation

noon-2 p.m.

Jan. 21

Feb. 18

March 18

April 15

May 20

June 17

July 15

Aug. 19

Sept. 16

Oct. 21  
Nov. 18  
Dec. 16

**Fourth Saturday of each month, except Nov. and Dec., to work on the museum and archive**

Both museum and theater room

9 a.m.-3 p.m.

Jan. 23

Feb. 27

March 27

April 24

May 22

June 26

July 24

Aug. 28

Sept. 25

Oct. 23

Will not work in museum on fourth Saturday in Nov. and Dec.



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and SAN GORGONIO PASS HISTORICAL SOCIETY. BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for MEETINGS AND EVENTS.
3. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on the FIRST SATURDAY OF EACH MONTH FOR MUSEUM DAYS FROM 9:00AM – 3:00PM JANUARY – DECEMBER ( in Historical Society Museum), SECOND THURSDAY OF EACH MONTH for MEMBERSHIP MEETINGS (5:30PM-10:00PM), 2<sup>ND</sup> THURSDAY OF EACH MONTH JANUARY - MAY, JULY, SEPTEMBER – DECEMBER FOR SGP HISTORICAL SOCIETY MEETINGS, THIRD THURSDAY OF EVERY MONTH AT 12:00PM – 2:00PM for SGP HISTORICAL SOCIETY BOARD MEETINGS in the MUSEUM. THE FOURTH SATURDAY OF EACH MONTH FOR MUSEUM AND ARCHIVING WORK JANUARY THROUGH OCTOBER 9:00AM-3:00PM. \*ADDITIONAL DATES TO BE SUBMITTED AT A LATER DATE FOR WORKSHOPS\*
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.



## Beaumont-Cherry Valley Recreation and Park District

- ii. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
    - iii. SAN GORGONIO PASS HISTORICAL SOCIETY is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
    - iv. In the case there are more than 25% ROOM CAPACITY, SAN GORGONIO PASS HISTORICAL SOCIETY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
  - III. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.
    - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
  - IV. BCVRPD will give notice to SAN GORGONIO PASS HISTORICAL SOCIETY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
  - V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
    - i. SAN GORGONIO PASS HISTORICAL SOCIETY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
    - ii. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
    - iii. SAN GORGONIO PASS HISTORICAL SOCIETY. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
    - iv. BCVRPD reserves the right to immediately revoke SAN GORGONIO PASS HISTORICAL SOCIETY right to use of the facility under this agreement should SAN GORGONIO PASS HISTORICAL SOCIETY fail to comply with any provision of this section.
  - VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or





## Beaumont-Cherry Valley Recreation and Park District

items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.

- i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval for any stored items on the district property.
- ii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received: )**
- iii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received: )**
- iv. SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, Members, Staff, or Volunteers SAN GORGONIO PASS HISTORICAL SOCIETY will have to pay for damages for the air conditioner/heater.

VII. Fees, payable to BCVRPD for the above, shall be as follows:

- i. The following fees are good through the dates of this agreement
- ii. (BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY \$63.53)
- iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails ([seanbalingit@rocketmail.com](mailto:seanbalingit@rocketmail.com) and [laurie.mclaughlin@gmail.com](mailto:laurie.mclaughlin@gmail.com)).
- iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
- v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.

VIII. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.

IX. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.



## Beaumont-Cherry Valley Recreation and Park District

- i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
  - iii. SAN GORGONIO PASS HISTORICAL SOCIETY shall not permit gatherings beyond that of meetings and events before or after building use.
  - iv. SAN GORGONIO PASS HISTORICAL SOCIETY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - v. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons will be recommended to wear masks while participating in MEETINGS AND EVENTS.
  - vi. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- X. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
  - i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
  - iii. The Thermostat shall not be set to below 72 degrees for air conditioning. IF the Thermostat is set outside of these settings by SGP HISTORICAL SOCIETY. Board Members, Members, Staff, or Volunteers; SGP HISTORICAL SOCIETY will have to pay for damages for the air conditioner.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time SAN GORGONIO PASS HISTORICAL SOCIETY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



## Beaumont-Cherry Valley Recreation and Park District

- XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. SAN GORGONIO PASS HISTORICAL SOCIETY shall not duplicate any keys. If a key is lost or stolen SAN GORGONIO PASS HISTORICAL SOCIETY shall immediately report the loss to BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**
- XVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any SAN GORGONIO PASS HISTORICAL SOCIETY volunteers or Board members entering the building for business.
- XIX. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIII. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and



# Beaumont-Cherry Valley Recreation and Park District

patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.

## XXIV. FORCE MAJEURE

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. SAN GORGONIO PASS HISTORICAL SOCIETY waives any right of recovery against BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

## XXV. SAN GORGONIO PASS HISTORICAL SOCIETY shall maintain its own liability insurance, naming BCVRPD as additional insured.

- i. Minimum Requirements: SAN GORGONIO PASS HISTORICAL SOCIETY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by SAN GORGONIO PASS HISTORICAL SOCIETY, its agents, representatives, employees, or subcontractors. SAN GORGONIO PASS HISTORICAL SOCIETY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per



## Beaumont-Cherry Valley Recreation and Park District

occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;

2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
  3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or SAN GORGONIO PASS HISTORICAL SOCIETY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the SAN GORGONIO PASS HISTORICAL SOCIETY; and,
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability**: The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents,



## Beaumont-Cherry Valley Recreation and Park District

and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the SAN GORGONIO PASS HISTORICAL SOCIETY or for which SAN GORGONIO PASS HISTORICAL SOCIETY is responsible; and

2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by SAN GORGONIO PASS HISTORICAL SOCIETY.
  - vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
    1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
    2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
  - viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
  - ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD.



## Beaumont-Cherry Valley Recreation and Park District

SAN GORGONIO PASS HISTORICAL SOCIETY shall guarantee that, at the option of the BCVRPD, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. SAN GORGONIO PASS HISTORICAL SOCIETY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** SAN GORGONIO PASS HISTORICAL SOCIETY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** SAN GORGONIO PASS HISTORICAL SOCIETY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by SAN GORGONIO PASS HISTORICAL SOCIETY in connection with this agreement.

XXVI. SAN GORGONIO PASS HISTORICAL SOCIETY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the SAN GORGONIO PASS HISTORICAL SOCIETY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall defend, with counsel of its choosing and at SAN GORGONIO PASS HISTORICAL SOCIETY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind



## Beaumont-Cherry Valley Recreation and Park District

covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. SAN GORGONIO PASS HISTORICAL SOCIETY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. SAN GORGONIO PASS HISTORICAL SOCIETY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

- XXVIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY  
PO BOX 125  
Beaumont CA 92223
- XXXII. This agreement is to be affective on January 1, 2021 and end on December 31, 2021. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

Duane Burk, General Manager, BCVRPD

Sean Balingit, President (SG Pass Historical





# Beaumont-Cherry Valley Recreation and Park District

Society)

Date \_\_\_\_\_

Date \_\_\_\_\_



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHURCH FOR FAMILY. BCVRPD and CHURCH FOR FAMILY may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA, 92223.
2. Whereas, CHURCH FOR FAMILY desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for CHURCH SERVICES.
3. Whereas, CHURCH FOR FAMILY represents that it has the skill, ability and personnel to render such SERVICES.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize CHURCH FOR FAMILY rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on ALL SUNDAYS FROM 8:00AM – 12:00PM AND SUNDAY EVENINGS WHEN NOT RENTED BY BCVRPD for CHURCH SERVICES.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.
  - ii. CHURCH FOR FAMILY must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
  - iii. BCVRPD will give notice to CHURCH FOR FAMILY if there is any other event scheduled in the building on Sundays after their morning services.
  - iv. BEAUMONT WOMAN’S CLUB, INC. is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor’s Orders or the colored tier system, as they are updated.
  - v. In the case there are more than 25% ROOM CAPACITY, BEAUMONT WOMAN’S CLUB, INC. shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR’S ORDERS, as they are updated.



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- III. This agreement includes full access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking. Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the park District.
- IV. BCVRPD will give notice to CHURCH FOR FAMILY if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. CHURCH FOR FAMILY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. CHURCH FOR FAMILY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. CHURCH FOR FAMILY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke CHURCH FOR FAMILY right to use of the facility under this agreement should CHURCH FOR FAMILY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CHURCH FOR FAMILY chooses to store in or around the facility.
- i. CHURCH FOR FAMILY must get prior approval for any stored items on the district property.
  - ii. CHURCH FOR FAMILY will provide an inventory list of all items stored in/or around CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items. (Received: )
  - iii. CHURCH FOR FAMILY will provide a set of keys or combinations to the District to anything stored on the district property. (Received: )
  - iv. The park District's Facility AdHOC Committee has given permission to the CHURCH FOR FAMILY to place a storage bin on the property next to the shed. CHURCH FOR FAMILY will remove storage bin if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER
  - v. CHURCH FOR FAMILY has purchased (80) black stackable chairs for their use. The District has permission to use the chairs if/when needed. The chairs will be donated to the District and remain part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.



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- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. \$346.50 per week of Sunday Services.
  - iii. Payable within (10) days after, the Finance Services Technician has invoices for the month and emails paulwnewell@gmail.com.
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash on all returned checks. This is required in order to restore contract.
- VIII. CHURCH FOR FAMILY, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. (Received: )
- IX. CHURCH FOR FAMILY shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of CHURCH FOR FAMILY during and after all facility use.
  - ii. CHURCH FOR FAMILY will remove all trash to the outside trash containers after each use.
  - iii. CHURCH FOR FAMILY. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
  - iv. CHURCH FOR FAMILY. shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at GRANGE.
  - v. CHURCH FOR FAMILY. members, volunteers, and/or patrons will be recommended to wear masks while participating in CHURCH SERVICES AND EVENTS.
  - vi. CHURCH FOR FAMILY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the GRANGE with CDC approved COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CHURCH FOR FAMILY and must meet all City/County/State legal standards.
- i. CHURCH FOR FAMILY has permission from the District Facility AdHOC Committee to install permanent speakers in the OAK ROOM of the CHERRY VALLEY GRANGE COMMUNITY CENTER. Speakers must be approved by the Facility AdHOC Committee prior to installation.



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- ii. Cost of any approved permanent fixtures will be the responsibility of CHURCH FOR FAMILY and will be donated to the District and remain as part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time CHURCH FOR FAMILY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIII. BCVRPD reserves the right to reassign CHURCH FOR FAMILY to another facility if the CHERRY VALLEY GRANGE COMMUNITY CENTER should become unavailable due to an emergency.
- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CHURCH FOR FAMILY shall not duplicate any keys. If a key is lost or stolen CHURCH FOR FAMILY shall immediately report the loss to BCVRPD. CHURCH FOR FAMILY will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**
- XVI. CHURCH FOR FAMILY shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. CHURCH FOR FAMILY will be responsible for any charges incurred by a false alarm to the CHERRY VALLEY GRANGE COMMUNITY CENTER from any CHURCH FOR FAMILY members, volunteers and/or patrons entering the building for business.
- XVIII. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XIX. CHURCH FOR FAMILY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XX. CHURCH FOR FAMILY will be responsible for any damage to the facility caused by CHURCH FOR FAMILY members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to CHURCH FOR FAMILY.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. CHURCH FOR FAMILY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.



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- i. CHURCH FOR FAMILY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.

## XXIII. FORCE MAJEURE

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CHURCH FOR FAMILY waives any right of recovery against BCVRPD and CHURCH FOR FAMILY shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

## XXIV. CHURCH FOR FAMILY shall maintain its own liability insurance, naming BCVRPD as additional insured.

- i. Minimum Requirements: CHURCH FOR FAMILY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CHURCH FOR FAMILY, its agents, representatives, employees, or subcontractors. CHURCH FOR FAMILY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- ii. **Minimum Limits of Insurance:** CHURCH FOR FAMILY shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit



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shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;

2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
  3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CHURCH FOR FAMILY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CHURCH FOR FAMILY; and,
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CHURCH FOR FAMILY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CHURCH FOR FAMILY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability**: The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CHURCH FOR FAMILY or for which CHURCH FOR FAMILY is responsible; and
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CHURCH FOR FAMILY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CHURCH FOR FAMILY insurance and shall not be called upon to contribute with it in anyway.



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- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CHURCH FOR FAMILY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
  - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  - 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CHURCH FOR FAMILY shall guarantee that, at the option of the BCVRPD, either:
  - 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  - 2. CHURCH FOR FAMILY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** CHURCH FOR FAMILY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.





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- xiii. **Reporting of Claims:** CHURCH FOR FAMILY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CHURCH FOR FAMILY in connection with this agreement.

- XXV. CHURCH FOR FAMILY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CHURCH FOR FAMILY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXVI. CHURCH FOR FAMILY shall defend, with counsel of its choosing and at CHURCH FOR FAMILY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CHURCH FOR FAMILY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CHURCH FOR FAMILY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXVIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXIX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXX. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
  - ii. CHURCH FOR FAMILY  
c/o Pastor Paul  
34811 Pleasant Grove St  
Yucaipa CA 92399
- XXXI. This agreement is to be affective on January 1, 2021 and end on December 31, 2021. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



# Beaumont-Cherry Valley Recreation and Park District

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager (BCVRPD)

\_\_\_\_\_  
Paul Newell, Pastor (CHURCH FOR FAMILY)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CATCH A STAR THEATRICAL PLAYERS (“CAST”). BCVRPD and “CAST” may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for THEATRICAL PRODUCTIONS.
3. Whereas, CATCH A STAR THEATRICAL PLAYERS represents that it has the skill, ability and personnel to STAGE such PRODUCTIONS.

Now, therefore, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize CATCH A STAR THEATRICAL PLAYERS rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on SEE ATTACHED 2020 DATE REQUESTS for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
- II. CATCH A STAR THEATRICAL PLAYERS must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- III. Building availability and ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP FOR 2021 ARE NOT GUARANTEED.
  - ii. CATCH A STAR THEATRICAL PLAYERS is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor’s Orders or the colored



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tier system, as they are updated.

iii. In the case there are more than 25% ROOM CAPACITY, CATCH A STAR THEATRICAL PLAYERS shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.

IV. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.

i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.

V. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.

## VI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS

i. CATCH A STAR THEATRICAL PLAYERS shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. CATCH A STAR THEATRICAL PLAYERS agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. CATCH A STAR THEATRICAL PLAYERS further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

iv. BCVRPD reserves the right to immediately revoke CATCH A STAR THEATRICAL PLAYERS right to use of the facility under this agreement should CATCH A STAR THEATRICAL PLAYERS fail to comply with any provision of this section.

VII. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CATCH A STAR THEATRICAL PLAYERS chooses to store in or around the facility.

i. CATCH A STAR THEATRICAL PLAYERS must get prior approval for any stored items on the district property.

ii. CATCH A STAR THEATRICAL PLAYERS will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. (Received: )



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- iii. CATCH A STAR THEATRICAL PLAYERS will provide a set of keys or combinations to the District to anything stored on the district property.  
**(Received: )**
- iv. CATCH A STAR THEATRICAL PLAYERS will not move the grand piano belonging to the Woman's Club

VIII. CATCH A STAR THEATRICAL PLAYERS agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**

- IX. Fees, payable to BCVRPD for the above, shall be as follows:
  - i. The following fees are good through the dates of this agreement
  - ii. (\$63.53 Per Performance day)
  - iii. \$12.71 per Auditions/Rehearsal/Set building day.
  - iv. 20% Compensation per student (10-14), 25% Compensation per student (15 or more), for Youth Summer Camp, and less than (10) CATCH A STAR THEATRICAL PLAYERS agrees to cancel camp.
  - v. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (rjmeinhold35@gmail.com).
  - vi. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - vii. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- X. CATCH A STAR THEATRICAL PLAYERS shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
  - i. If CATCH A STAR THEATRICAL PLAYERS Requires additional help from BCVRPD with set up or tear down of Performance equipment, chairs, or tables there will be a fee of \$50.00 per hour
  - ii. Cleanliness of the halls and bathrooms shall be the responsibility of CATCH A STAR THEATRICAL PLAYERS during and after all facility use.
  - iii. CATCH A STAR THEATRICAL PLAYERS will remove all trash to the outside trash containers after each use.



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- iv. CAST, Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degrees for air conditioning. If the Thermostat is set outside of these settings by CAST Board Members, Members, Staff, or Volunteers; CAST will have to pay for damages for the air conditioner/heater.
  - v. CATCH A STAR THEATRICAL PLAYERS shall not permit gatherings beyond that of AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP before or after building use.
  - vi. CATCH A STAR THEATRICAL PLAYERS shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - vii. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and/or patrons will be recommended to wear masks while participating in AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
  - viii. BEAUMONT WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CATCH A STAR THEATRICAL PLAYERS and must meet all City/County/State legal standards.
  - XII. BCVRPD is routinely doing upgrades to our facilities. During this time CATCH A STAR THEATRICAL PLAYERS could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
  - XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
  - XIV. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
  - XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CATCH A STAR THEATRICAL PLAYERS shall not duplicate any keys. If a key is lost or stolen CATCH A STAR THEATRICAL PLAYERS shall immediately report the loss to BCVRPD. CATCH A STAR THEATRICAL PLAYERS will be charged the cost for the re-keying of the building and for manufacture of new keys.
  - XVI. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of



## Beaumont-Cherry Valley Recreation and Park District

anyone that has been issued keys and for what locations. **(Received: )**

XVII. CATCH A STAR THEATRICAL PLAYERS shall not make any changes to lock(s) on District property.

XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.

- i. CATCH A STAR THEATRICAL PLAYERS will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any CATCH A STAR THEATRICAL PLAYERS volunteers or Board members entering the building for business.

### XIX. FORCE MAJEURE

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CATCH A STAR THEATRICAL PLAYERS waives any right of recovery against BCVRPD and CATCH A STAR THEATRICAL PLAYERS shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

XX. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**

XXI. CATCH A STAR THEATRICAL PLAYERS shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.

XXII. CATCH A STAR THEATRICAL PLAYERS will be responsible for any damage to the facility caused by CATCH A STAR THEATRICAL PLAYERS members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to CATCH A STAR THEATRICAL PLAYERS.

XXIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.

XXIV. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.

- i. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and



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patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.

XXV. CATCH A STAR THEATRICAL PLAYERS agrees to hire and pay for security guards at any performance where alcohol is present and/or served. The number of security guards shall be no less than (1) per (50) people in attendance. CAST will secure all applicable licenses associated with selling alcohol.

XXVI. CATCH A STAR THEATRICAL PLAYERS shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. Minimum Requirements: CATCH A STAR THEATRICAL PLAYERS shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CATCH A STAR THEATRICAL PLAYERS, its agents, representatives, employees, or subcontractors. CATCH A STAR THEATRICAL PLAYERS shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;





## Beaumont-Cherry Valley Recreation and Park District

2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
  3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CATCH A STAR THEATRICAL PLAYERS shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CATCH A STAR THEATRICAL PLAYERS; and,
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CATCH A STAR THEATRICAL PLAYERS scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CATCH A STAR THEATRICAL PLAYERS insurance and shall not be called upon to contribute with it in any way.
- v. **Automobile Liability**: The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CATCH A STAR THEATRICAL PLAYERS or for which CATCH A STAR THEATRICAL PLAYERS is responsible; and
  2. The insurance coverage shall be primary insurance as respects



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the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CATCH A STAR THEATRICAL PLAYERS scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CATCH A STAR THEATRICAL PLAYERS insurance and shall not be called upon to contribute with it in any way.

- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CATCH A STAR THEATRICAL PLAYERS.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
  1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CATCH A STAR THEATRICAL PLAYERS shall guarantee that, at the option of the BCVRPD, either:
  1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. CATCH A STAR THEATRICAL PLAYERS shall procure a



## Beaumont-Cherry Valley Recreation and Park District

bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** CATCH A STAR THEATRICAL PLAYERS shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** CATCH A STAR THEATRICAL PLAYERS shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CATCH A STAR THEATRICAL PLAYERS in connection with this agreement.

XXVII. CATCH A STAR THEATRICAL PLAYERS shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CATCH A STAR THEATRICAL PLAYERS use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXVIII. CATCH A STAR THEATRICAL PLAYERS shall defend, with counsel of its choosing and at CATCH A STAR THEATRICAL PLAYERS own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CATCH A STAR THEATRICAL PLAYERS shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CATCH A STAR THEATRICAL PLAYERS shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in



# Beaumont-Cherry Valley Recreation and Park District

connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

XXIX. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

XXX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

XXXI. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.

XXXII. All notices pertaining to this agreement shall be in writing and addressed as follows:

i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223

ii. CATCH A STAR THEATRICAL PLAYERS  
PO BOX 125  
Beaumont CA 92223

XXXIII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager, BCVRPD

\_\_\_\_\_  
Richard J. Meinhold, Managing Director  
(CAST Players)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Beaumont-Cherry Valley Recreation and Park District

## Facility License Agreement Information

Facility User: Catch A Star Theatrical (CAST) Players

Facility: Women's Club

Period of use: January 1, 2021 - December 31, 2021

Days and Times:

Sun, 1/3, 1- 4 pm; Mon, 1/4, 6 - 9 pm; Tue, 1/5, 6-9 pm; Wed, 1/6, 6 - 10 pm; Thu, 1/7, 6 - 10 pm

Mon, 1/11, 6 -10 pm; Tue, 1/12, 6-10 pm; Wed, 1/13, 6-10 pm; Thu, 1/14, 6-10 pm; Sat, 1/16,

9am-5pm (set); Mon, 1/18, 6-10pm; Tue, 1/19, 6-10pm; Wed, 1/20, 6-10pm; Thu, 1/21, 6-10pm

Mon, 1/25, 6-10pm; Tue, 1/26, 6-10pm; Wed, 1/27, 6-10pm, Thu, 1/28, 6-10pm; Sat, 1/30,

9am-5pm (set) (See additional pages for remaining months)

(If more space is needed please attach separate sheet.)

Facility User Representative:

Print Name: Richard Meinhold

Title: Managing Director

Address: P.O. Box 125

City: Beaumont Zip: 92223

Phone: 951.315.4253

Cell: 951.217.2962

Email: [rjmeinhold35@gmail.com](mailto:rjmeinhold35@gmail.com)

**Please Return completed form by October 30th, 2020**

## Page 2, Input for Facility License Agreement (Women's Club)

### February

Mon, 2/1, 6-10 pm; Tues, 2/2, 6-10 pm; Wed, 2/3, 6-10 pm; Thu, 2/4, 6-10 pm; Sat, 2/6, 11 am-6 pm; Mon, 2/8, 6 - 10 pm; Tue, 2/9, 6-10 pm; Wed, 2/10, 6-10 pm; Thu, 2/11, 6-10 pm; Sat, 2/13, 11 am-6 pm; Mon, 2/15, 6-10 pm; Tue, 2/16, 6-10 pm; Wed, 2/17, 6-10 pm; Thu, 2/18, 6-10 pm; Sat, 2/20, 1-10 pm (performance); Sun, 2/21, 10 am-6 pm (performance); Wed, 2/24, 6-10 pm; Fri, 2/26, 1-10 pm (performance); Sat, 2/27, 1-10 pm (performance); Sun 2/28, 10 am-6 pm (performance)

### March

Mon, 3/1, 6-9 pm; Mon, 3/15, 6-9 pm; Thu, 3/18, 6-9 pm

### April

Mon, 4/5, 7-9 pm; Tue, 4/6, 7-9 pm; Thu, 4/8, 6-10 pm; Mon, 4/12, 6-10 pm; Tue, 4/13, 6-10 pm; Wed, 4/14, 6-10 pm; Thu, 4/15, 6-10 pm; Mon 4/19, 6-10 pm; Tue, 4/20, 6-10 pm; Wed, 4/21, 6-10 pm; Thu, 4/22, 6-10 pm; Sat, 4/24, 9 am-5 pm (set); Sun, 4/25, 9-5 pm (set); Mon, 4/26, 6-10 pm; Tue, 4/27, 6-10 pm; Wed, 4/28, 6-10 pm; Thu, 4/29, 6-10 pm

### May

Mon, 5/3, 6-10 pm; Tue, 5/4, 6-10 pm; Wed, 5/5, 6-10 pm; Thu, 5/6, 6-10 pm; Sat, 5/8, 9 am-5 pm (set); Mon, 5/10, 6-10 pm; Tue, 5/11, 6-10 pm; Wed, 5/12, 6-10 pm; Thu, 5/13, 6-10 pm; Mon, 5/17, 6-10 pm; Tue, 5/18, 6-10 pm; Wed 5/19, 6-10 pm; Thu, 5/20, 6-10 pm; Fri, 5/21, 6-10 pm; Sat, 5/22, 1-10 pm (performance); Sun, 5/23, 10 am-6 pm (performance); Wed, 5/26, 6-10 pm; Fri, 5/28, 1-10 pm (performance); Sat, 5/29, 1-10 pm (performance); Sun, 5/30, 10 am-6 pm (performance)

### June

Mon, 6/21, 7-9 pm; Tue, 6/22, 7-9 pm; Mon, 6/28, 6-10 pm; Tue, 6/29, 6-10 pm; Wed, 6/30, 6-10 pm

### July

Thu, 7/1, 6-10 pm; Mon, 7/5, 6-9 pm; Tue, 7/6, 6-10 pm, Wed, 7/7, 6-10 pm; Thu, 7/8, 6-10 pm; Mon, 7/12, 1-10 pm; Tue, 7/13, 1-10 pm; Wed, 7/14, 1-10 pm; Thu, 7/15, 1-10 pm; Fri, 7/16, 1-6 pm; Sat, 7/17, 9-5 pm, (set); Mon, 7/19, 1-10 pm; Tue, 7/20, 1-10 pm; Wed, 7/21, 1-10 pm; Thu, 7/22, 1-10 pm; Fri, 7/23, 1-6 pm; Sat, 7/24, 10 am-3 pm; Mon, 7/26, 6-10 pm, Tue, 7/27, 6-10 pm; Wed, 7/28, 6-10 pm; Thu, 7/29, 6-10 pm; Sat, 7/31, 9 am-5 pm (set)

## Page 3, Input for Facility License Agreement (Women's Club)

### August

Mon, 8/2, 6-10 pm; Tue, 8/3, 6-10 pm; Wed, 8/4, 6-10 pm; Thu, 8/5, 6-10 pm; Sat, 8/7, 9 am-5 pm; Mon, 8/9, 6-10 pm; Tue, 8/10, 6-10 pm; Wed, 8/11, 6-10 pm; Thu, 8/12, 6-10 pm; Fri, 8/13, 6-10 pm; Sat, 8/14, 1-10 pm (performance); Sun, 8/15, 10 am-6 pm (performance); Wed, 8/18, 6-10 pm; Fri, 8/20, 1-10 pm (performance); Sat, 8/21, 1-10 pm (performance); Sun, 8/22, 10 am-6 pm (performance)

### September

Wed, 9/1, 7-9 pm; Thu, 9/2, 7-9 pm; Mon, 9/6, 6-9 pm; Tue, 9/7, 6-10 pm; Wed, 9/8, 6-10 pm; Thu, 9/9, 6-10 pm; Mon, 9/13, 6-10 pm; Tue, 9/14, 6-10 pm; Wed, 9/15, 6-10 pm; Thu, 9/16, 6-10 pm; Mon, 9/20, 6-10 pm; Tue, 9/21, 6-10 pm; Wed, 9/22, 6-10 pm; Thu, 9/23, 6-10 pm; Sat, 9/25, 9 am-5 pm (set); Mon, 9/27, 6-10 pm; Tue, 9/28, 6-10 pm; Wed, 9/29, 6-10 pm; Thu, 9/30, 6-10 pm

### October

Mon, 10/4, 6-10 pm; Tue, 10/5, 6-10 pm; Wed, 10/6, 6-10 pm; Thu, 10/7, 6-10 pm; Sat, 10/9, 9 am-5 pm (set); Mon, 10/11, 6-10 pm; Tue, 10/12, 6-10 pm; Wed, 10/13, 6-10 pm; Thu, 10/14, 6-10 pm; Fri, 10/15, 6-10 pm; Sat, 10/16, 1-10 pm (performance); Sun, 10/17, 10 am-6 pm (performance); Wed, 10/20, 6-10 pm; Sat, 10/23, 1-10 pm (performance); Sun, 10/24, 10 am-6 pm (performance)

### November

Mon, 11/1, 6-9 pm

### December

Wed, 12/8, 3-6 pm; Sat, 12/11, 12-6 pm (performance); Sun, 12/12, 12-6 pm (performance)



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT YOUTH BASEBALL/SOFTBALL (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

1. Whereas, BCVRPD owns and operates the NOBLE CREEK PARK located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize BYB/SB rental of the NOBLE CREEK REGIONAL PARK, for SPRING SEASON PRACTICES FEBRUARY 1, 2021 through MARCH 5, 2021 3:30PM-9:15PM FIELDS 1-7 AND SOCCER MEADOW, MARCH 6, 2021 for OPENING DAY FIELDS 1-3, MARCH 8, 2021 through MAY 22, 2021 FIELDS 1-7 MONDAYS THROUGH FRIDAYS 3:30PM-10:00PM AND SATURDAYS 7:30AM-6:00PM FOR SEASON GAMES, MAY 31, 2021 through JULY 16, 2021 FIELDS 1-7 3:00PM-9:00PM MONDAY through FRIDAY FOR ALL STARS, JUNE 2, 2021 through JUNE 6, 2021 for BOYS TOURNAMENT, JUNE 11, 2021 through JUNE 13, 2021 for “C” DISTRICT TOURNAMENT FALL SEASON SEPTEMBER 7, 2021 – NOVEMBER 12, 2021 for BASEBALL/SOFTBALL LEAGUES in addition to the WEST AND EAST SNACK BARS. BYB/SB to hold MEETINGS at NOBLE CREEK COMMUNITY CENTER FEBRUARY 8, 9, 11, AND 23, 2021 from 6:00PM-9:00PM.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.
  - ii. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK BALL FIELDS or any other property of the District for any other reason through the District office at regular rental prices.





## Beaumont-Cherry Valley Recreation and Park District

- iii. BYB/SB is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
  - iv. In the case there are more than 25% ROOM CAPACITY, BYB/SB shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
  - v. BYB/SB must get approval for any other usage of NOBLE CREEK PARK or any other property of the District for any other reason through the District office at regular rental prices.
  - vi. BYB/SB is provided fields 1 - 7 Monday and Wednesday, fields 2 - 4 & 7 Tuesday, Thursday and Friday, and 1 - 7 Saturday till 3:00pm. There will be some flexibility with prior arrangements.
  - vii. BYB/SB shall lease the east and west snack bars all year. BYB/SB will reimburse BCVRPD for any and all utilities each month, including a yearly one-time fee for sewer cleaning.
  - viii. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings a year, (1) manager meeting, (2) team parents meetings, and (2) score keeper clinics.
- III. This agreement includes full access to NOBLE CREEK PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK PARK will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
  - ii. BYB/SB and BCVRPD agrees to share all mounds and bases as needed by each party. Both parties mutual agree to share replacement costs of this equipment.
    - i. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
  - iii. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment keeping both in good repair during the term of this agreement.
    - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
- IV. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK PARK that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS.



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- i. BYB/SB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BYB/SB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BYB/SB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke BYB/SB right to use of the facility under this agreement should BYB/SB fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BYB/SB chooses to store in or around the facility.
  - i. BYB/SB must get prior approval for any stored items on the district property.
  - ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK PARK and the square footage needed to store the items. **(Received: )**
  - iii. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property. **(Received: )**
- VII. BYB/SB agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
  - i. The following fees are good through the dates of this agreement
  - ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
  - iii. \$167.00 for West snack bar per month and \$1.00 for East snack bar from January 1, 2020 – June 30, 2020.
  - iv. \$600.00 per snack bar per month July 1, 2020 – December 31, 2020
  - v. Pay for the snack bars propane, electrical, and alarm service from January 1, 2020 – December 31, 2020.
  - vi. \$300.00 per year for Sewer cleaning.



## Beaumont-Cherry Valley Recreation and Park District

- vii. Payable within (10) days after Finance Services Technician invoices for the month and emails to mikehilburn@yahoo.com and mudbuster@aol.com.
  - viii. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - ix. There will be a \$35.00 fee payable in cash to all returned checks. This fee is required in order to restore contract.
- IX. BYB/SB shall during scheduled use perform set-up and take-down of all equipment used, and be responsible for the general cleanliness of the park after use.
- i. Cleanliness of the fields and bathrooms shall be the responsibility of BYB/SB during and after all facility use.
  - ii. BYB/SB will remove all trash to the outside trash containers after each use.
  - iii. BYB/SB shall not permit gatherings beyond that of MEETINGS, BALL GAMES, AND PRACTICES before or after building/FACILITY use.
  - iv. BYB/SB shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at NOBLE CREEK REGIONAL PARK BALL FIELD.
  - v. BYB/SB members, volunteers, and/or patrons will be recommended to wear masks while participating in MEETINGS, BALL GAMES, AND PRACTICES.
  - vi. BYB/SB agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the NOBLE CREEK REGIONAL PARK BALL FIELDS with CDC approved COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time BYB/SB could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIII. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK PARK should become unavailable due to an emergency.



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- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BYB/SB shall not duplicate any keys. If a key is lost or stolen BYB/SB shall immediately report the loss to BCVRPD. BYB/SB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. BYB/SB will provide the District a list of anyone that has been issued keys and for what location. **(Received: )**
- XVI. BYB/SB shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK PARK from any BYB/SB volunteers or Board members entering the building for business.
- XVIII. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XIX. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XX. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. BYB/SB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BYB/SB members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.

### XXIII. FORCE MAJEURE

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BYB/SB waives any right of



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recovery against BCVRPD and BYB/SB shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.

- XXIV. BYB/SB agrees to charge parking fees for All Star Tournament JUNE 2, 2021 – JUNE 6, 2020 and USA District Championship June 11th, 2021 – June 13th, 2021. (all local players are free).
- i. BYB/SB Board of Directors will decide the amount to distribute to BCVRPD for fair share costs, the money received will go to the Improvement Corporation fund balance.
- XXV. BYB/SB Board of Directors will provide a five year project list to BCVRPD Board of Directors ever 4 years for consideration of mutually agreed projects with attached BYB/SB approved minutes. **(Next 2020)**
- XXVI. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXVII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is responsibility of BYB/SB to repair and/or clean.
- XXVIII. Any volunteers operating a motorized vehicle must have a valid CA driver’s license and insurance.
- XXIX. BYB/SB shall not assign or attempt to assign any portion of this agreement.
- XXX. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXXI. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from January 31, 2021 – June 30, 2021. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXXII. Noble Creek Community Park is one of Riverside County’s Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXXIII. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.



## Beaumont-Cherry Valley Recreation and Park District

XXXIII. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. **Minimum Requirements:** BYB/SB shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BYB/SB, its agents, representatives, employees, or subcontractors. BYB/SB shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance:** BYB/SB shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.



## Beaumont-Cherry Valley Recreation and Park District

- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or BYB/SB shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
  1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the BYB/SB; and,
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the BYB/SB scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BYB/SB insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
  1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the BYB/SB or for which BYB/SB is responsible; and
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the BYB/SB scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BYB/SB insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by BYB/SB.



## Beaumont-Cherry Valley Recreation and Park District

- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. BYB/SB shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. BYB/SB shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** BYB/SB shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.





## Beaumont-Cherry Valley Recreation and Park District

- xiii. **Reporting of Claims:** BYB/SB shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BYB/SB in connection with this agreement.

XXXIV. BYB/SB shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BYB/SB use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXXV. BYB/SB shall defend, with counsel of its choosing and at BYB/SB own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BYB/SB shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BYB/SB shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

XXXVI. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

XXXVII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

XXXVIII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.

XXXIX. All notices pertaining to this agreement shall be in writing and addressed as follows:

- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
- ii. BYB/SB  
39821 Lincoln St  
Cherry Valley CA 92223



# Beaumont-Cherry Valley Recreation and Park District

- XL. This agreement is to be effective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager (BCVRPD)

\_\_\_\_\_  
Mike Hilburn, President (BYB/SB)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and Far From Perfect Mustang Rescue. BCVRPD and Far From Perfect Mustang Rescue may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, Far From Perfect Mustang Rescue desires to utilize BCVRPD facilities between January 1, 2021 and December 31, 2021 for HORSE SHOWS.
3. Whereas, Far From Perfect Mustang Rescue represents that it has the skill, ability and personnel to operate such SHOWS.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize Far From Perfect Mustang Rescue rental of the ETI BUILDING/HORSE ARENA, FOR GYMKHANA EVENTS, JANUARY 16<sup>TH</sup>, FEBRUARY 20<sup>TH</sup>, MARCH 20<sup>TH</sup>, APRIL 17<sup>TH</sup>, MAY 15<sup>TH</sup>, SEPTEMBER 18<sup>TH</sup>, OCTOBER 16<sup>TH</sup> from 6AM-6PM AND, JUNE 19<sup>TH</sup>, JULY 17<sup>TH</sup>, and AUGUST 21<sup>ST</sup> FROM 3PM-8PM for NIGHT SHOWS. RAIN MAKE UP DATES INCLUDE: JUNE 24<sup>TH</sup>, JULY 24<sup>TH</sup>, AUGUST 28<sup>TH</sup>, SEPTEMBER 25<sup>TH</sup>, AND OCTOBER 30<sup>TH</sup>.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USAGE, AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.
  - ii. FAR FROM PERFECT MUSTANG RESCUE must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.



## Beaumont-Cherry Valley Recreation and Park District

- iii. Far From Perfect Mustang Rescue is permitted to host HORSE EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
    - iv. In the case there are more than 25% ROOM CAPACITY, BEAUMONT WOMAN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
  - III. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
    - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
    - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for FAR FROM PERFECT MUSTANG RESCUE use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.
    - iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of FAR FROM PERFECT MUSTANG RESCUE will be charged \$5.00 parking fee.
  - IV. BCVRPD will give notice to FAR FROM PERFECT MUSTANG RESCUE if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.
  - V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
    - i. BEAUMONT WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
    - ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
    - iii. BEAUMONT WOMAN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
    - iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMAN'S CLUB, INC right to use of the facility under this agreement should



## Beaumont-Cherry Valley Recreation and Park District

**BEAUMONT WOMAN'S CLUB, INC. fail to comply with any provision of this section.**

- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that FAR FROM PERFECT MUSTANG RESCUE chooses to store in or around the facility.
- i. FAR FROM PERFECT MUSTANG RESCUE must get prior approval for any stored items on the district property.
  - ii. FAR FROM PERFECT MUSTANG RESCUE will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items. **(Received: )**
  - iii. FAR FROM PERFECT MUSTANG RESCUE will provide a set of keys or combinations to the District to anything stored on the district property. **(Received: )**
  - iv. FAR FROM PERFECT MUSTANG RESCUE will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition FAR FROM PERFECT MUSTANG RESCUE gives permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of FAR FROM PERFECT MUSTANG RESCUE.
    - i. Refrigerator must be in working order and/or replaced with an energy efficient model.

VII. **BEAUMONT WOMAN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. (Received: )**

- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. \$144.38 per day for event.
  - iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to [farfromperfectmustangerescue@gmail.com](mailto:farfromperfectmustangerescue@gmail.com) .
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash for all returned checks. This fee is required in order to restore contract.



## Beaumont-Cherry Valley Recreation and Park District

- IX. FAR FROM PERFECT MUSTANG RESCUE agrees to abide by their newly submitted policy and procedure document submitted to BCVRPD.
- X. FAR FROM PERFECT MUSTANG RESCUE shall during scheduled use perform set-up and take-down of all chairs, tables, equipment and be responsible for the general cleanliness of the building after use.
- i. FAR FROM PERFECT MUSTANG RESCUE shall not permit gatherings beyond that of HORSE EVENTS before or after arena use.
  - ii. FAR FROM PERFECT MUSTANG RESCUE shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at the EQUESTRIAN CENTER and while inside the ETI BUILDING.
  - iii. All FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and/or patrons will be recommended to wear masks while participating in practices, races, and events at the EQUESTRIAN CENTER.
  - iv. FAR FROM PERFECT MUSTANG RESCUE agrees to CDC Guidelines and shall clean restroom facilities and shared all used surfaces in the ETI BUILDING each hour of use with CDC approved COVID-19 viral cleaning products.
  - v. Cleanliness of the ETI Building/Horse Arena shall be the responsibility of FAR FROM PERFECT MUSTANG RESCUE during and after all facility use.
  - vi. FAR FROM PERFECT MUSTANG RESCUE will remove all trash to the trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of FAR FROM PERFECT MUSTANG RESCUE and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time FAR FROM PERFECT MUSTANG RESCUE could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign FAR FROM PERFECT MUSTANG RESCUE to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. FAR FROM PERFECT MUSTANG RESCUE shall not



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duplicate any keys. If a key is lost or stolen FAR FROM PERFECT MUSTANG RESCUE shall immediately report the loss to BCVRPD. FAR FROM PERFECT MUSTANG RESCUE will be charged the cost for the re-keying of the building and for manufacture of new keys.

- XVI. FAR FROM PERFECT MUSTANG RESCUE will provide the District a list of anyone that has been issued keys and for what location. **(Received: )**
- XVII. FAR FROM PERFECT MUSTANG RESCUE shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
- i. FAR FROM PERFECT MUSTANG RESCUE will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any FAR FROM PERFECT MUSTANG RESCUE members, volunteers and/or patrons entering the building.
- XIX. FAR FROM PERFECT MUSTANG RESCUE will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XX. FAR FROM PERFECT MUSTANG RESCUE shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and/or patrons shall not address staff. Any questions or concerns contact the Activities Coordinator.
- XXII. FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and/or patrons shall not enter BCVRPD MAINTENANCE YARD for any reason.
- XXIII. **FORCE MAJEURE**  
Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. FAR FROM PERFECT MUSTANG RESCUE waives any right of recovery against BCVRPD and FAR FROM PERFECT MUSTANG RESCUE shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.
- XXIV. FAR FROM PERFECT MUSTANG RESCUE will be responsible for any damage to the facility caused by FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to FAR FROM PERFECT MUSTANG RESCUE.



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- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXVII. FAR FROM PERFECT MUSTANG RESCUE will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of FAR FROM PERFECT MUSTANG RESCUE. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. FAR FROM PERFECT MUSTANG RESCUE shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** FAR FROM PERFECT MUSTANG RESCUE shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by FAR FROM PERFECT MUSTANG RESCUE, its agents, representatives, employees, or subcontractors. FAR FROM PERFECT MUSTANG RESCUE shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);





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2. *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
    3. *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - ii. **Minimum Limits of Insurance**: FAR FROM PERFECT MUSTANG RESCUE shall maintain limits no less than:
    1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
    2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
    3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
  - iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or FAR FROM PERFECT MUSTANG RESCUE shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
  - iv. **General Liability**: The general liability policy shall be endorsed to state that:
    1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the FAR FROM PERFECT MUSTANG RESCUE; and,
    2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the FAR FROM PERFECT MUSTANG RESCUE scheduled underlying coverage. Any



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insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the FAR FROM PERFECT MUSTANG RESCUE insurance and shall not be called upon to contribute with it in anyway.

- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the FAR FROM PERFECT MUSTANG RESCUE or for which FAR FROM PERFECT MUSTANG RESCUE is responsible; and
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the FAR FROM PERFECT MUSTANG RESCUE scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the FAR FROM PERFECT MUSTANG RESCUE insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by FAR FROM PERFECT MUSTANG RESCUE. There are no employees at this time.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.



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- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. FAR FROM PERFECT MUSTANG RESCUE shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. FAR FROM PERFECT MUSTANG RESCUE shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** FAR FROM PERFECT MUSTANG RESCUE shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** FAR FROM PERFECT MUSTANG RESCUE shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by FAR FROM PERFECT MUSTANG RESCUE in connection with this agreement.

XXX. FAR FROM PERFECT MUSTANG RESCUE shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the FAR FROM PERFECT MUSTANG RESCUE use or occupancy of



## Beaumont-Cherry Valley Recreation and Park District

a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

- XXXI. FAR FROM PERFECT MUSTANG RESCUE shall defend, with counsel of its choosing and at FAR FROM PERFECT MUSTANG RESCUE own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. FAR FROM PERFECT MUSTANG RESCUE shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. FAR FROM PERFECT MUSTANG RESCUE shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXXIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXIV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXV. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
  - ii. FAR FROM PERFECT MUSTANG RESCUE  
c/o Annette Sappingfield  
40165 High St.  
Cherry Valley, CA 92223
- XXXVI. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



# Beaumont-Cherry Valley Recreation and Park District

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager, BCVRPD

\_\_\_\_\_  
Annette Sappingfield, Director (FAR FROM  
PERFECT MUSTANG RESCUE)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2021 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. BCVRPD and “ANDREW TROTTER, THUNDER ALLEY RC RACEWAY” may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between JANUARY 1, 2020 and December 31, 2021 for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability and personnel to operate such an RC RACEWAY TRACK.

Now, **therefore**, it is agreed by and between the parties as follows:

### TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK COMMUNITY PARK, on AVAILABLE HOURS MONDAY THROUGH SUNDAY 7:00AM-10:00PM, REGULAR OPERATING HOURS: CLOSED MONDAY, TUESDAY, AND WEDNESDAY, 6PM-10PM THURSDAY AND FRIDAY, 10AM-6PM SATURDAY AND SUNDAY to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK.
- II. Building/facility availability and ALL EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2021 ARE NOT GUARANTEED.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get approval for any other usage of NOBLE CREEK COMMUNITY PARK or any other property of the District for any other reason through the District office at regular rental prices.
  - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is permitted to host RACES AND EVENTS. EACH EVENT must be limited to 25% room



## Beaumont-Cherry Valley Recreation and Park District

capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.

iv. In the case there are more than 25% ROOM CAPACITY, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.

III. This agreement includes access to BEAUMONT NOBLE CREEK COMMUNITY PARK CENTER and surrounding parking, Specialty equipment needed to operate the NOBLE CREEK COMMUNITY PARK will not be the responsibility of BCVRPD.

i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.

ii. The dog park/tennis court parking lot spaces are not to be used by ANDREW TROTTER, THUNDER ALLEY RACEWAYS patrons, employees, or volunteers except appropriate Handicap placard vehicles.

iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.

iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.

IV. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK COMMUNITY PARK that could interfere with any dates in their agreement.

V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS

i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

iv. BCVRPD reserves the right to immediately revoke ANDREW TROTTER,



## Beaumont-Cherry Valley Recreation and Park District

THUNDER ALLEY RC RACEWAY right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.

- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items. **(Received: )**
  - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received: )**
  - iv. ANDREW TROTTER shall lock the restrooms next to the RC TRACK at the conclusion of their event.
  - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will not store any hazardous materials on BCVRPD property without prior approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. (\$330.00 Per Month)
  - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (racethunderalley@gmail.com).
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**





## Beaumont-Cherry Valley Recreation and Park District

- IX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THUNDER ALLEY RC RACEWAY.
  - iii. All ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be required to wear masks while participating in practices, races, and events at THUNDER ALLEY RC RACEWAY.
  - iv. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be limited to gatherings of 10 total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated; at any given time for each practice, race, or event.
  - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the THUNDER ALLEY RC RACEWAY with CDC approved COVID-19 viral cleaning products.
  - vi. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.
    - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for the labor to clean walkway in the event they are not cleaned up after use.
  - vii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
  - viii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to inform BCVRPD ACTIVITIES COORDINATOR two weeks in advance when additional trash cans are to be used. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will make arrangements for the additional trash bins needed. BCVRPD will allot space for additional trash bins.
- X. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any



## Beaumont-Cherry Valley Recreation and Park District

- and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY's use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- XII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- XIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIV. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XV. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY should become unavailable due to an emergency.
- XVI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss to BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must supply the District one key to property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what locations.
- (Received:    )**



## Beaumont-Cherry Valley Recreation and Park District

- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.
- XIX. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
- XX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK COMMUNITY PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXIII. FORCE MAJEURE**

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The ANDREW TROTTER, THUNDER ALLEY RC RACEWAY waives any right of recovery against BCVRPD and the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY) shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

- XXIV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.



## Beaumont-Cherry Valley Recreation and Park District

- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIX. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).
- XXX. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
    - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
      1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
      2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,



## Beaumont-Cherry Valley Recreation and Park District

3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:
1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
  2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
  3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
  2. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of



## Beaumont-Cherry Valley Recreation and Park District

the facility. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall file certificates of such insurance with the BCVRPD, which shall be endorsed to provide thirty (30) days' notice to BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, BCVRPD may deny access to the facility.

3. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by BCVRPD's self-insurance pool.
  4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY maintains higher limits than the minimums shown above, BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.
  5. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:



## Beaumont-Cherry Valley Recreation and Park District

1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY or for which ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is responsible; and
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-



## Beaumont-Cherry Valley Recreation and Park District

insured retentions must be declared to and approved by BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall guarantee that, at the option of the BCVRPD, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in connection with this agreement.

XXXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXXIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with





## Beaumont-Cherry Valley Recreation and Park District

counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

### XXXIV. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. BCVRPD reserves the right to immediately revoke ANDREW TROTTER, THUNDER ALLEY RC RACEWAY's right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.

XXXV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

XXXVI. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

XXXVII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.

XXXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:  
i. Beaumont-Cherry Valley Recreation and Park District



# Beaumont-Cherry Valley Recreation and Park District

390 W Oak Valley Parkway  
Beaumont CA 92223

- ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY  
c/o Andrew Trotter  
2851 S. La Cadena Dr. SP#251  
Colton CA 92324

XXXIX. This agreement is to be affective on January 1, 2021 and end on December 31, 2021. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

\_\_\_\_\_  
Duane Burk, General Manager, BCVRPD

\_\_\_\_\_  
Andrew Trotter, Owner, (Thunder Alley RC Raceway)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Staff Report**

Agenda Item No. **3.5**

**To:** Board of Directors:

**From:** Nancy Law, Financial Services Technician/Office Manager

**Via:** Duane Burk, General Manager

**Date:** November 12<sup>th</sup>, 2020

**Subject:** Resolution #2020-06 Authorizing Application(s) for Per Capita Grant Funds

**Background and Analysis:**

On June 5<sup>th</sup>, 2018 voters approved Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017) funds for the program were appropriated via State Budget item 3790-101-6008(b). Funds are provided for two programs, one of which we are eligible for:

- **General Per Capita Program: \$185,000,000**
  - Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate exiting infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

On October 21<sup>st</sup>, 2020 to qualify for the California State Parks Per Capita Grant Program staff attended Step #1 a mandatory workshop explaining the process of the Per Capita Program, Step #2 is to have passed a resolution approving the filing of all applications associated with the contract.

Therefore, staff would like the Board to approve Resolution #2020-06 authorizing the District to submit Application packet(s) for the funds available for rehabilitation, creation, and any improvements needed.

**Recommendations:**

Staff recommends that the Board review, comment and approve Resolution #2020-06 Authorizing Application(s) for Per Capita Grant Funds.

**Fiscal Impact:**

Projects not serving a "Severely disadvantaged community" (median household income less than 60% of the statewide average) require a 20% match, any project at Noble Creek Regional Park will require a 20% match, any project at Bogart Regional Park will not require a match.

Respectfully Submitted,



Nancy Law  
Financial Services Technician/Office Manager

Resolution # 2020-06

RESOLUTION OF THE Board of Directors OF Beaumont-Cherry Valley Recreation and Park District APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Beaumont-Cherry Valley Recreation and Park District general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January

12, 2017 the Beaumont-Cherry Valley Recreation and Park District will consider a range of actions that include, but are not limited to, the following:

- A. Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - B. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - C. Creating new partnerships with state, local, tribal, private and nonprofit organizations to expand access for diverse populations.
  - D. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
  - E. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
  - F. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
  - G. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered with calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, the undersigned, hereby certify that the foregoing Resolution Number 2020-06 was duly adopted by the Board of Directors following a roll call vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

X

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Dan Hughes  
Chairman

X

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Janet Covington  
Cleark of the Board



**Staff Report**

Agenda Item No. **3.6**

**To:** Board of Directors:  
**From:** Nancy Law, Financial Services Technician/Office Manager  
**Via:** Duane Burk, General Manager  
**Date:** November 12<sup>th</sup>, 2020  
**Subject:** Approval of Apple Fire Mitigation Billing

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**Background and Analysis:**

On January 1<sup>st</sup>, 2019 the District entered into an operating agreement with Riverside County Parks and Trails District for Bogart Park 9600 International Drive, Cherry Valley.

On July 31<sup>st</sup>, 2020 the Apple Fire and the El Dorado Fire burned approximately 50,000 Acres. These (2) fires caused a significant impact on Little San Geronimo, Noble Creek, Marshal, and Smith Canyons which lie above Bogart Park, as the District worked with County of Riverside Emergency Management Department (EMD) we became aware that the impact from these fires have changed the Canyons eliminating the vegetation that can hold soil in place and has charred the ground making it unable to absorb water causing a greater risk of mudflows and flash floods.

On August 18<sup>th</sup>, 2020 the District entered into a mitigation contract with Merlin Johnson Construction in efforts of the protection of human life, safety and property in and around Bogart Park. The contract consisted of cleaning out the existing debris basins and the upgrade of existing check dams and drainage facilities, furnishing and installing (6) "K" rails for flood protection at the well and reduced pressure on the backflow device.

**Recommendations:**

Staff recommends that the Board review, comment and approve the Apple Fire mitigation billings from Merlin Johnson Construction in the amount of \$136,906.27.

**Fiscal Impact:**

\$136,906.27 staff requests funding from Capital Reserve.  
(Note) Staff is looking into the Cal OES Hazard Mitigation Grant Program in efforts to mitigate the impact on the District Reserve.

Respectfully Submitted,



Nancy Law  
Financial Services Technician/Office Manager



**Staff Report**

Agenda Item No. **3.7**

**To:** Board of Directors:

**From:** Nancy Law, Financial Services Technician/Office Manager

**Via:** Duane Burk, General Manager

**Date:** November 12<sup>th</sup>, 2020

**Subject:** Approval to use Prior Year Foundation Income for Winter Wish

**Background and Analysis:**

For 29 years Beaumont Chamber of Commerce has hosted the Winter Wish Program for community members who desire to buy a gift for a local school child whose family needs a little extra help. An individual or group may adopt an entire family and buy the “wishes” for all of the children in that family.

The District and with the help from our Athletic Coordinator has for many years adopted an entire family, with the profits from Spooky Spectacular Tournament and our Octoberfest Tournament. As 2020 began and then was hit by COVID-19 the District was unable to hold these (2) Tournaments and a member of our staff Ryann Flores asked if it would still be possible for the District to adopt an entire family with proceeds from the Foundation.

**Recommendations:**

Staff recommends that the Board review, comment and approve the use of Prior Year Foundation Income for the District to adopt a family who needs a little extra help this year.

**Fiscal Impact:**

There is no Fiscal Impact to the District.

Respectfully Submitted,

Nancy Law  
Financial Services Technician/Office Manager





**Staff Report**

Agenda Item No. **3.8**

**To:** Board of Directors:  
**From:** Kyle Simpson, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** November 12th, 2020  
**Subject:** 2021 Parking Fee Dates

**Background and Analysis:**

November 14<sup>th</sup>, 2018 the Board approved the Parking Fee days of (3) BYB Regular season and (1) District event as \$5.00 admission per car. The \$5.00 per car admission fees collected will go 100% to the Beaumont-Cherry Valley Recreation and Park Improvement Corporation. Parking fee days will continue to be manned by security.

December 11, 2019 the Board approved the Parking Fee days of (3) BYB Regular season and (1) District event as \$5.00 admission per car. The \$5.00 per car admission fees collected will go 100% to the Beaumont-Cherry Valley Recreation and Park Improvement Corporation. Parking fee days will continue to be manned by security and not our staff. The parking fee dates for 2020 only applied to February 29, 2020 due to COVID-19 and all other events being cancelled throughout the year.

**Recommendations:**

Staff recommends the Board approve the 2021 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 6, 2021**, (1) Parking fee day **April 17, 2021**, and (1) Closing Ceremonies Parking Fee **May 22, 2021** with all of the proceeds to be designated to the Improvement Corporation, along with the District **September 17th-19th, 2021** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account.

**Fiscal Impact:**

There will be an undetermined fiscal impact to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:

Kyle Simpson,  
Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Administrator/Clerk of the Board**

**Date: November 12, 2020**

**Employees:**

We have 19 employees. We currently have 17 employees working and 2 on furlough. One Part Time maintenance employee was permanently laid off and four casual recreation assistants were non responsive to our request of availability. We brought back two employees and promoted them to part time maintenance.

**Reports: None**

**Workers Compensation Cases/Incidents/Accidents** – No employee cases. (578 days since our last employee accident).

**Training:**

- Janet Covington and Nancy Law attended Special District Leadership Foundations Module 3 training on “The Boards Role in Finance/Fiscal Accountability and the final module on The Boards Role in Human Resources. Both have completed the academy.
- Harassment training for Directors, Supervisors and staff is scheduled for January 13, 2020 @ 4:00pm prior to our board meeting. This will be both in person with social distancing allowance and virtual.
- Ethics training will need to be completed in January as well. This free training is available on line at <http://localethics.fppc.ca.gov/login.aspx>. When the course is completed, you print the certification and return it to Janet.
- Janet attended the fourth and fifth in a six-part series on Story Telling for Special Districts by Streamline, making the public aware of who our District is, what we do and why we do it. There is quite a bit of general information on Special Districts at “Districtsmakethedifference.org”. I also attended the CSDA webinar on The ABC’s of SDLF.

**Other:**

- Our staff holiday party is Friday, December 11, 2020, starting at 5:00 pm. As you know, we limited the party to staff and directors each being allowed to bring one additional guests in order to apply social distancing to keep everyone safe and healthy. This will be a very casual event. The theme will be “Competitions”. Get your ugly sweaters ready, your favorite dessert and be ready to play trivia.

**Fiscal Impact/Recommendations:** This report is for informational purposes only.

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



## Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Nancy Law, Financial Services Technician/Office Manager  
**Date:** November 12<sup>th</sup>, 2020

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The Finance Committee met Thursday, November 5<sup>th</sup>, 2020 to review October 2020 Financial Reports for Fiscal Year 2020-2021.

The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.

Property Tax Disbursement – The Financial Services Technician has not received deposits into the Riverside County Fund for October 2020 as of 11/2/2020.

The Financial Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for October 2020 and has moved \$223,848.36 from Operating and Capital Reserve for Bogart Pond per Board Approval at Special Meeting on 9/23/2020 bringing our balance to \$99,671.49.

### **Additional items:**

- ❖ Finance attended on 10/6/2020 – NFC Launch Planning for the Fitness Court Grand Opening.
- ❖ Finance Attended on 10/7/2020 – Bogart Dedication
- ❖ Finance attended on 10/13/2020, 10/20/2020 & 10/27/2020 – Storytelling for Special District.
- ❖ Finance attended on 10/20/2020 & 10/21/2020 – SDLA (Special District Leadership Academy) Module 3: Board's Role in Finance and Fiscal Accountability.
- ❖ Finance attended on 10/21/2020 – CA State Parks – Per Capita Program Prop 68 Mandatory Workshop.
- ❖ Finance attended on 10/26/2020 – 10/28/2020 – Board Secretary Conference.
- ❖ Finance attended on 10/28/2020 – 10/29/2020 – CSMFO (California Society of Municipal Finance Officers) – CA Local Budgeting.
- ❖ Finance met with Safework on filing Cal OES Hazard Mitigation Grant Program.
- ❖ Finance is working with General Manager on the CDBG grant Application.

**Recommendations:** This report is for informational purposes only.

Respectfully Submitted,



Nancy Law  
Financial Services Technician/Office Manager



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Kyle Simpson, Activities Coordinator  
**Date:** November 12th, 2020

**Facility Users:**

Facility Rentals have resumed in a limited capacity, 25% of building capacity for indoor events and 50% capacity for outdoor events.

COVID-19 Testing Facility has been moved to the Woman's Club through December 31<sup>st</sup>.

We are renting out the ball fields for single team practices Monday through Thursdays

Adult softball has started back up we have:

Tuesday Men's 4 teams, Thursday Coed 8 teams, Sunday Coed 6 teams

Woman's Club users have been notified about COVID-19 testing through the end of the year.

I earned my Ambassadorship from National Fitness Campaign in preparation for the Grand Opening

**Upcoming District Events:**

Bogart 1K/5K Fun Run (Rescheduled)

The Fun Run will be postponed until further notice

Movies Under the Stars

Movies will be postponed until next year; weather will be a factor this time of the year

Trunk or Treat

Our Staff dressed up as the Ghostbusters crew

The event was very successful; we gave out candy until 9:30pm

Dan was there the whole time and it was nice to see Chris in line

There were well over 300 cars

**Community Events/Meetings/Networking**

I will be attending the Beaumont Chamber Breakfast on November 13th

All other Community events and meetings have been cancelled until further notice due to COVID-19

**Fiscal Impact/Recommendations:** This report is for informational purposes only.

Respectfully Submitted,

Kyle Simpson, Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Aaron Morris, Maintenance Foreman  
**Date:** 11/12/2020

**Report:**

Good Evening Board,

I hope everyone is staying safe and warm as the weather begins to cool down. Staff has been keeping busy working on our facilities and small projects throughout the week. Here are a few items that Maintenance has been working on:

**Work Items:**

- Added additional irrigation around the Fitness Court and over seeded the surrounding landscape with a perennial ryegrass blend.
- Over seeded the Bogart Day Use Meadow with the same perennial ryegrass blend.
- Maintenance has taken over our facilities and will be taking care of the grounds.
- I have been collaborating with Kyle and Staff on jump starting the Adult Softball League.
- Staff has been working on the fields and getting them back into shape for practices and Adult Softball.
- Both dog parks have had ADA walkways installed for our users.

**Fiscal Impact/Recommendations:** This report is for informational purposes only.

Respectfully Submitted,

Aaron Morris  
Maintenance Foreman