



## BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

### REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, December 8, 2021, 5:30pm

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 and the Beaumont Cherry Valley Recreation & Park Improvement Corporation 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 Workshop and 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 – Closed Session to Begin at 5:30 (1 Item)

1. Public Employee Annual Performance Evaluation Pursuant to Government Code Section 54957  
Title: General Manager

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

#### WORKSHOP SESSION: None

#### REGULAR SESSION: Regular Session to Begin at 6:00pm

**Roll Call:** Director De La Cruz, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks 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 November 10, 2021
  - 2.2 Warrants for November 2021
  - 2.3 Bank Balances for November 2021
  - 2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:** (Includes Committee Reports)
- 3.1 Approval of Chadrick Halliday & Co. Proposal for Fiscal Year 20/21 Audit.
  - 3.2 Revised Job Description, Receptionist
  - 3.3 Approval of 2022 Facility Use License Agreement, Beaumont Lions Club.
  - 3.4 Approval of 2022 Facility Use License Agreement, San Gorgonio Pass Historical Society

4. **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
  - Athletic Coordinator: Dodie Carlson
  - General Manager: Duane Burk

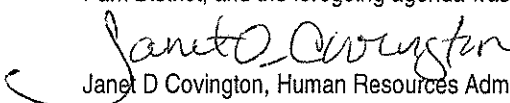
5. **CALENDAR OF EVENTS:**
- 5.1 Committee Meetings
    - Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
    - Finance – 1<sup>st</sup> Thursday of Every Month 5:00 pm NCCC.
    - Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
    - BCVRPD Board Meeting Schedule, NCCC
      - January 12, 2022
      - February 9, 2022
      - March 9, 2022
  - 5.2. Upcoming Holidays
    - Thursday & Friday, December 23 & 24, 2021 – Christmas
    - Thursday & Friday, December 30 & 31, 2021 – New Years
  - 5.3. Events
    - Beaumont Woman's Club COVID-19 Testing is through December 31, 2021.
    - December 17, 2021 Staff Holiday Party 5:00- 10:00pm – Grange Community Center.

**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 December 8, 2021

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



# BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

## REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, November 10, 2021, 5:45pm

Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223

### MINUTES

#### PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and the fact that there is a Governor-declared state of emergency, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

**DISTRICT CLOSED SESSION** – None

**WORKSHOP SESSION**: None

**REGULAR SESSION**: Regular Session to Begin at 5:45pm

Regular session began at 5:47pm

Roll Call:

Director De La Cruz: Present, via teleconference

Director Ward: Present

Treasurer Flores: Present

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Absent

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

**Invocation**: Duane Burk gave the Invocation

**Pledge of Allegiance**: Treasurer Flores led the pledge of allegiance.

**Presentations**: None

**Adjustments to Agenda**: None

#### 1. PUBLIC COMMENT: None

Vice Chair/Secretary Diercks opened public comment at 5:48 pm. Hearing none, public comment closed at 5:48pm.

#### 2. CONSENT CALENDAR:

2.1 Minutes of October 13, 2021

2.2 Warrants for October 2021

2.3 Bank Balances for October 2021

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Duane Burk reported the finance department met and reviewed items 2.2 and 2.3.

Albert Maldonado commented on item 2.2. He stated the Board voted at the last meeting to hold teleconference meetings under AB361. After the first meeting, the Corporation needs to make certain findings every 30 days to continue teleconference meetings, so this item will be on each agenda so long as we hold teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The District needs to consider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing.

Vice Chair/Secretary Diercks opened public comment at 5:52 pm. Hearing none, public comment closed at 5:52pm.

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

Initial Motion: Director Ward

Second: Treasurer Flores

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Absent

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

#### **3.1 Approval of 2022 Board Meeting Dates**

Vice Chair/Secretary Diercks opened public comment at 5:54 pm. Hearing none, public comment closed at 5:54pm.

Motion was made to accept item 3.1.

Initial Motion: Director Ward

Second: Treasurer Flores

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Absent

#### **3.2 Approval of 2022 Holidays**

Vice Chair/Secretary Diercks opened public comment at 5:55 pm. Hearing none, public comment closed at 5:55pm.

Motion was made to accept item 3.2.

Initial Motion: Director Ward

Second: Director De La Cruz

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Absent

#### **3.3 Approval of Fiscal Year 19/20 Audit**

Vice Chair/Secretary Diercks opened public comment at 5:57 pm. Hearing none, public comment closed at 5:57pm.

Motion was made to accept item 3.3.

Initial Motion: Director Ward

Second: Treasurer Flores  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

#### 3.4 Approval of Actuarial Study of Retiree health Liabilities Under GASB 74/75

Vice Chair/Secretary Diercks opened public comment at 6:04 pm. Hearing none, public comment closed at 6:04pm.

Motion was made to accept item 3.4.  
Initial Motion: Director Ward  
Second: Director De La Cruz  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

#### 3.5 Authorization to Waive a Portion of Engine 57 Tournament Fees for Contribution to Families of Fallen First Responders and Law Enforcement.

Vice Chair/Secretary Diercks opened public comment at 6:08 pm. Hearing none, public comment closed at 6:08pm.

Motion was made to accept item 3.5.  
Initial Motion: Director Ward  
Second: Director De La Cruz  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

Duane Burk commented on the tragic Esperanza fire. Tournaments are held throughout the pass area with proceeds going to the families of the five fallen fire fighters who lost their lives during the fire. In the past, the District has honored the request for the reduction in fees of one thousand dollars for the tournament held at Noble Creek. The District and the community receive income from the tournament in other ways such as RV site rentals, hotel stays, restaurants, etc. The District is the host for fires in the area and the firefighters who lost their lives were local to our community. Albert Maldonado stated the expenditure of these funds is not a gift of public funds. It brings a benefit back to the District.

#### 3.6 Approval of 2022 Parking Fee Dates

Vice Chair/Secretary Diercks opened public comment at 6:10 pm. Hearing none, public comment closed at 6:10pm.

Motion was made to accept item 3.6.  
Initial Motion: Director De La Cruz  
Second: Director Ward  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye

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

### 3.7 Approval of 2022 Calendar of Events

Vice Chair/Secretary Diercks opened public comment at 6:13 pm. Hearing none, public comment closed at 6:13pm.

Motion was made to accept item 3.7.  
Initial Motion: Director De La Cruz  
Second: Treasurer Flores  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

### 3.8 Approval of 2022 Facility Use License Agreements

- 3.8.1 Beaumont Woman's Club
- 3.8.2 Beaumont Youth Baseball
- 3.8.3 Catch a Star Theatrical Players
- 3.8.4 Church for Family
- 3.8.5 Thunder Alley Raceway

The District will start monitoring the electrical use of Thunder Alley Raceway.

Vice Chair/Secretary Diercks opened public comment at 6:18 pm. Hearing none, public comment closed at 6:18pm.

Motion was made to accept item 3.8 with the authority to make non-substantial changes and the electrical use monitoring of Thunder Alley Raceway.  
Initial Motion: Director Ward  
Second: Vice Chair/Secretary Diercks  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

### 3.9 Approval of New Water Line, Noble Creek Park

Duane Burk gave a background of the infrastructure at the park. He reported the water lines have been deteriorating. The Board approved expenditure to replace a portion of the deteriorated pipe. The problem became difficult because the District did not have any records of the existing water or electrical lines and as a result, the project became labor intensive and we were not able to define a scope of work and relied on a design build for time and material. Staff contacted Merlin Johnson Construction to provide labor and the District provided material. Land Engineering added the new installation to Noble Creek Park as built.

Vice Chair/Secretary Diercks opened public comment at 6:31 pm. Hearing none, public comment closed at 6:31pm.

Motion was made to accept item 3.9 in the amount of \$186,309.56 to Merlin Johnson Construction for labor and material.  
Initial Motion: Director Ward

Second: Treasurer Flores  
Result of Motion: Carried 4-0  
Director De La Cruz: Aye  
Director Ward: Aye  
Treasurer Flores: Aye  
Vice Chair/Secretary Diercks: Aye  
Chairman Hughes: Absent

#### 4. DEPARTMENT REPORTS:

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

- We have 26 employees. Two casual recreation assistants were hired.
- The District has not had any workers compensation cases or reported accidents. It has been fifty-nine days since our last employee accident.
- CAPRI has rescheduled their District visitation for December 7, 2021.
- The (roll forward) Actuarial Study of Retiree health liabilities have been completed. A full valuation will be completed next year.
- Ryann Flores and Nancy Law attended the 2021 Board Secretary/Clerk Conference.
- Janet attended the first in a series of three CAPRI webinars. The topic was Workers Compensation.
- October employee of the month was celebrated. Alyssa Zaragoza received the award. November's celebration is scheduled for November 24 @ noon in the Copper room.
- Holiday party is scheduled for Friday, December 17, 2021 @ the Grange Community Center 5:00 – 9:00pm. Invitation attached.
- Thank you to Ryann Flores for completing the employee newsletter, attached.
- Duane Burk will be the guest speaker at the Calimesa Chamber Breakfast on February 8, 2022 @ 8:00am
- All Directors E-mails have been verified to be working.

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

- The Finance Committee met and reviewed October 2021 Financial Reports.
- The District received deposits into the Riverside County Fund in the amount of \$128,986.64
- Nancy transferred the monthly contribution of \$5,000.00 into the reserve fund bringing the Reserve balance to \$315,233.26. She transferred the monthly contribution of \$7,000.00 into the Money Market account bringing the balance to \$90,003.75. November 6<sup>th</sup>, 2021, Nancy issued the first loan payment in the amount of \$87,217.18.
- Nancy conducted a casual recreation assistant Interview with Kyle.
- Nancy worked at the Summer Concert Series.
- Nancy attended a Pumpkin Carve & Beers, Brats and Bogart Bash meeting.
- Nancy worked at the Pumpkin Carve.
- Nancy attended the CSDA Board Secretary Conference with Ryann Flores, attending the following; 55 Ways to add Disney Magic to your Organization, Recognizing Employee Contributions, Project5 Management and Project5 Leadership: you need both, Recent Developments in the Law for Special District, Elevating the Role of Executive Assistant into a Strategic Business Partner, Key Communication Tips, Data Automation vs. Manual Tasks?, & How to Rock your Next Performance Evaluation.
- Nancy worked the Beers, Brats and Bogart Bash.
- Nancy worked with the auditors to complete the 19/20 fiscal year audit.

##### Activities Coordinator: Kyle Simpson

- Facility Rentals have been ongoing

- COVID-19 Testing Facility at the Woman's Club will continue through December 31, 2021.
- There are currently 2 different skating groups renting out the hockey rink weekly
- The Yoga Connection is at Noble Creek Community Center Monday through Wednesday
- Heart and Soul Line Dancing is at Noble Creek Community Center on Mondays
- Beaumont Library Story Time is at Noble Creek Community Center on Tuesdays
- Tennis instruction is ongoing at the Tennis Courts Tuesdays and Saturdays
- Square dancing classes have started at the Grange on Wednesdays
- Pumpkin Carve went well. There were a lot of kids and we sold most of the Pumpkins. The games were a big success and it looked like everyone had a great time. Greenthumb donated Pumpkins. Grocery outlet and Food 4 Less donated candy and Stater bros donated some cakes.
- Beer, Brats, and Bogart Bash was a great success. Kyle received compliments on the Retroblast Band. People really liked the beer, Buenaveza, Coconut Porter, and the Mango hefeweizen just about sold out. The Craft Lounge was a big help. Kyle thankrf the beer pourers for all of their hard work and said it was nice to have an event to showcase Bogart .
- Winterfest is .December 3rd 5:00pm-9:00pm and December 4th 2:00pm-8:00pm. Vendor applications have been sent out and the snow hill contract has been started. Art Welch will be playing Santa. Beaumont Music Center, Dance Spectrum, and Heart and Soul Line will be performing
- Nancy, Ryann, and Kyle participated in the Bank of Hemet Trunk or Treat and will be participating in the City of Beaumont's Veterans Day Parade on 11/11/2021.
- Kyle will attend the Calimesa Chamber Breakfast on 11/9/21 and the Beaumont Chamber Breakfast on 11/12/21.
- Kyle attended the CAPRI Workers' Compensation webinar.
- Kyle attended the Beaumont Library Ribbon Cutting.

#### Maintenance Foreman: Aaron Morris

Aaron said he hopes everyone is staying safe and healthy; and he thanked everyone for the ongoing support for his family. As he prepares for his leave of absence, he thanked Duane and staff in advanced for handling his duties while away.

- Fields 2/3 are undergoing renovations, so far, they have been aerated, renovated, over seeded, and both fields had their backstop and outfield fencing repaired.
- Staff attended and received some training for sprinkler head installation by Hunter Irrigation.
- Staff assisted in setting up and tearing down the Beers, Brats, and Bogart Bash
- The new steel bridge has been set over the main stream near the pond.
- The pond was restocked on October 29 with 1000 pounds of Trout, 700 pounds of German Brown Trout, and 300 pounds of Lightning Trout.
- Merlin Johnson completed the recent 2 inch and 4 inch water mainline installations and patched up all potholes from the construction.
- The new building in the Maintenance Yard has been plastered, dry walled, and painted inside.
- Staff has continued reducing the rodent population.

#### Athletic Coordinator: Dodie Carlson

Nancy Law read Dodie's report in her absence. Dodie reported fall adult ball season is under way. They have a packed house with 39 teams again this season. 6 Monday women's, 7 Tuesday men's, 14 Thursday Co-Ed, and 12 Sunday Co-Ed teams. So far, they are on track to finish by Christmas, even with the field closures and rain. They have been able to keep everything on track.

- Oktoberfest Slow Pitch tournament was held September 10 and 11. There were 8 teams with "64 Sports" taking the win. The net profit was \$ 665.00, although it was probably more because a lot of the winners were not able to make it back to Oktoberfest, which is what their prizes were.



- Spooky Spectacular was held 10-29-21. They finished with the 8 teams all in one night. "64 Sports" were the winners again. Great ball was had by all. The profits from this tournament were \$ 833.00 so we will be able to take care of Winter Wish and still have some for Beaumont-Cherry Valley Recreation & Park Improvement Corporation.
- The calendar for October is semi full. We have had fields 1-4 closed for water line construction, so the remaining fields are packed. We are almost completely open with all fields, which make's everyone happy.
- Dodie thanked the Board of Directors, General Manager, and staff for their constant work on this district. It was reported she is excited to see the improvements to the fields and facilities at Noble Creek that we will be working on this soon. We will be looking sharp when we can get back to filling these fields every weekend with tournaments.
- BYB will be wrapping up the fall ball season November 19, 2021. Spring sign-ups will be starting November 11, 2021 with a Black Friday special Thanksgiving weekend.

General Manager: Duane Burk

- Duane has attended meetings at the Riverside County Supervisors Office discussing opportunities for receiving money for the District. He gave a presentation regarding the Danny Thomas Ranch (DTR) and asked for a generous amount of money for infrastructure at the ranch.
- He attended the Horses and Hattitudes Boys & Girls Club event at Franco Garden. It was a very good event. The District let them use the garden free for the event.
- Duane attended Valley Wide's foundation fundraiser at Soboba Casino.
- He attended the Beer, Brats and Bogart Bash and felt it was a good event and the band was excellent.
- A survey has been completed on the property lines at DTR and drove stakes to permanently mark the property lines.
- Duane has a call into the owners of the property located behind Noble Creek inquiring about us acquiring it.
- He met with Shoppoff regarding the well at DTR and a preliminary idea on how to provide temporary water to the tenant so we can remove the wells, take out the tank, raise the area up seventeen feet, remove, and replace the Edison poles.
- Duane ran the waterline project in the quad area while the maintenance foreman was out.
- He has hired an architect and engineer firm to start constructing fields at the north end.
- He met with City of Beaumont, council members White and Lara and Directors Flores and Hughes regarding potential projects with the City.

**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 10, 2021  
December 8, 2021  
January 12, 2022

5.2. Upcoming Holidays

- Thursday, November 11, 2021 – Veterans Day
- Thursday & Friday, November 25 & 26, 2021 – Thanksgiving
- Thursday & Friday, December 23 & 24, 2021 - Christmas

5.3. Events

- Beaumont Woman's Club COVID-19 Testing is extended through December 31, 2021.

- December 3-4, 2021 Winterfest
- December 17, 2021 Staff Holiday Party 5:00- 10:00pm

## **DIRECTORS MATTERS/COMMITTEE REPORTS**

### **Director De La Cruz:**

Armando thanked, Duane, staff and Board members for their continuous hard work and dedication. He said the parks are looking nice. He attended the Beer, Brats and Bogart Bash and said it was fun and interesting and he is looking forward to seeing it grow. He suggested a Sip n Paint in Bogart or Franco Gardens. The signs are still up. He is looking forward to the Holiday party and Winterfest. He thanked Chris for leading the meeting. He said the Dowling Fruit Orchard is closing and he looks forward to our future events.

### **Director Ward:**

Denise thanked Duane for the time he spent with her touring Noble Creek Park and Danny Thomas Ranch. She thanked the staff for their continuous hard work and appreciates the continued education. She asked that the Bogart meeting not be cancelled. She is excited and looking forward to Winterfest. She attended pumpkin carve and said the entire park was packed that day. She attended the Autumn Elegance fundraiser. It was a great event. She attended the collaborative agency meeting and she reported on each of the agencies in attendance; Dan Jagers, general manager of the Beaumont-Cherry Valley Water District gave an update on the volume of water being moved around, they are redistricting, capital improvement projects, storm water capturing project at Brookside and the safety concern for students. Beaumont Unified school District reported all programs have resumed. Phase I of Beaumont High school is starting next month. Phase II will start this winter and there are many employment opportunities at the school district. The Beaumont Library has a new van. Mickey Valdivia of Riverside County reported on the 60/10 interchange project, Cherry Valley boulevard improvements, stop signs on Cherry Valley Boulevard and the homeless and housing issues in Banning. San Gorgonio Pass Water Agency reported on an issue that passed regarding board meetings. They are preparing for recharging the water basins and a twenty-five year projection to be prepared to have water.

### **Treasurer Flores:**

John reported San Gorgonio Hospital is floating a bond. The reclaimed water issue with the City of Beaumont and the Water District is still outstanding. He reported Phase II of the Beaumont High School project needs funding. He was glad we were able to put on Oktoberfest for the community. He went on a tour with Duane and said each director brings a different perspective on the projects and there is a lot of work to be done at the Danny Thomas Ranch. He said the City of Beaumont meetings have not been productive; they have torn out their baseball fields. He said the Beer, Brats and Bogart Bash was awesome. He spoke to the Pass Historical Society a couple of times this month and reported they have not had meetings due to COVID with the majority of their members being elderly. He wants to attend their meetings when they resume. John said he appreciates Kyle's good efforts at Oktoberfest and he is looking forward to Winterfest and Cinco de Mayo.

### **Vice Chair/Secretary Diercks:**

Christ thanked staff for their hard work. He said he appreciates all their training; it is great for the District. He attended the Bogart Bash. It was fantastic and he received good comments about the band, beer and the brats. He said Oktoberfest was fantastic. He congratulated all staff and thanked them for their hard work. He wished everyone a Happy Thanksgiving.

## **6. ADJOURNMENT:**

Motion was made by Director Ward to adjourn the meeting.

Meeting adjourned at 7:01pm.

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank Of Hemet - Operating  
November 2021**

Type	Date	Num	Name	Memo	Amount
10005 · Bank of Hemet - Operating					
Bill Pmt -Check	11/01/2021	79420066434	The Home Depot	Mallets/Grinder Blades & Lights, Orange Fencing, Ice Chests	-630.91
Check	11/01/2021	124198	Jessica Warrick	Payroll Period 9/13/2021 - 9/26/2021 (31.5 hrs)	-945.00
Check	11/01/2021	124199	Jessica Warrick	Payroll Period 10/11/2021 - 10/24/2021 (12.0 hrs)	-360.00
Check	11/01/2021	124200	Jessica Warrick	Payroll Period 09/27/2021 - 10/10/2021 (11.0 hrs)	-330.00
Check	11/01/2021	124201	Jessica Warrick	Payroll Period 08/30/2021 - 09/12/2021 (11.0 hrs)	-330.00
Check	11/01/2021	124202	Jessica Warrick	Social Media Mgmt and Content Creation 06/17/2021 - 10/24/2021	-297.97
Check	11/01/2021	11012021	Clover	Monthly Equipment Rental	-104.85
Check	11/01/2021	KS11012021	Nava Sausage	Staff/Volunteers - Lunch - Beers, Brats & Bogart Bash	-218.00
Check	11/02/2021	fee	Global Pay	Monthly CC Service Fee	-66.00
Check	11/02/2021			October 2021 & November 2021 Positive Pay Fee	-78.00
Bill Pmt -Check	11/03/2021	124204	Grand American Builders, Inc.	Maintenance Shop "C" - Insulation, Drywall tape & texture	-25,775.70
Check	11/03/2021	124205	Gloria Vasquez	Refundable Security Deposit - Memorial - 9/30/2021	-250.00
Check	11/03/2021	124206	Alyssa Martinez	Refundable Security Deposit - Wedding - 10/16/2021	-500.00
Check	11/03/2021	124207	Alexis Duran	Refundable Security Deposit - Engagement Party - 10/17/2021	-500.00
Check	11/03/2021	RF11032021	Peach Jar	Added (10) Credits - for Advertisement	-50.00
Check	11/03/2021	RF11032021	Amazon.com	Blue Light Blocking Glasses - Office Expense	-12.92
Check	11/03/2021	Fees	EPX	Fees - Credit Card Machine	-117.13
Check	11/04/2021	124208	Pete Gerlach	Adult Softball Umpire	-270.00
Check	11/04/2021	124209	Anthony Tony Gipson	Adult Softball Umpire	-150.00
Check	11/04/2021	124210	Michael Lorch	Adult Softball Umpire	-90.00
Check	11/04/2021	124211	Sam De Los Angeles	Adult Softball Umpire	-120.00
Check	11/04/2021	124212	Michael Ruffolo	Adult Softball Umpire	-150.00
Check	11/04/2021	AZ11042021	Positive Promotions	Holiday Greeting Cards	-182.95
Check	11/05/2021	124213	Robert Zendejas	RV Space #1 - 11/6/2021-11/12/2021 (REFUND)	-235.00
Check	11/05/2021	124214	Beaumont Youth Baseball & Softball	Reimbursement for Spooky Spectacular - Prizes	-759.70
Check	11/05/2021	124215	Kathleen Jimenez	Cancelled - Wedding - 12/12/2021	-570.00
Check	11/05/2021	124216	George R Ramirez III	Safety Footwear Reimbursement (Ramirez, George)	-150.00
Bill Pmt -Check	11/05/2021	11238997	SCE (700005100729)	Utilities - Electricity - (Grange, Snack Bar, Maintenance, Woman's Club & Parking Lot)	-2,357.23
Bill Pmt -Check	11/05/2021	11238998	SCE (700194594370)	Utilities - Electricity - James Hughes Trailer	-128.82

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank Of Hemet - Operating  
November 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/05/2021	11239000	SCE (700492933735)	Utilities - Electricity - Field #1 - 4	-270.81
Bill Pmt -Check	11/05/2021	11239001	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-182.67
Bill Pmt -Check	11/05/2021	11239002	SCE (700518137163)	Utilities - Electric - RV Park	-2,166.56
Bill Pmt -Check	11/05/2021	11239004	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-1,733.98
Bill Pmt -Check	11/05/2021	11239006	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-551.98
Check	11/05/2021	124217	Dan Hughes	Director Fees - October 2021	-600.00
Check	11/05/2021	RF11052021	United States Flag Store	Cleat Cover Box w/Padlock (NCCC)	-134.87
Check	11/08/2021	124218	Lawrence Fontes	Refundable Security Deposit - Memorial - 10/21/2021	-250.00
Check	11/08/2021	RF11082021	Hobby Lobby	Staff Holiday Party - Centerpieces/Holiday Office Decorations	-75.19
Check	11/08/2021	RF11082021	Dollar Tree Store	Office Decorations - Holiday	-8.72
Check	11/08/2021	RF11082022	Walmart	Holiday Party - Centerpieces	-44.07
Check	11/08/2021	RF11082023	Ross	Holiday Party - Centerpieces	-128.04
Check	11/08/2021	NL11082021	HP Store	Insta Ink - Finance Printer	-12.92
Check	11/08/2021	KS11082021	WaBA Grill	Meeting Expense - Beer, Brat & Bogart/Pumpkin Carve Debrief	-51.73
General Journal	11/09/2021	Trans110921		Transfer to Payroll for PR 11/12/2021	-37,000.00
Check	11/09/2021	CL11092021	Dollar Tree Store	Chamber Basket Items	-34.09
Check	11/09/2021	CL11092021	Walmart	Frames - for Lobby	-81.89
Check	11/09/2021	RF11092021	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - Simpson, Kyle	-22.00
Check	11/10/2021	124219	Anthony Tony Gipson	Adult Softball Umpire	-120.00
Check	11/10/2021	124220	Pete Gerlach	Adult Softball Umpire	-60.00
Check	11/10/2021	124221	Michael Lorch	Adult Softball Umpire	-180.00
Check	11/10/2021	124222	Michael Ruffolo	Adult Softball Umpire	-90.00
Check	11/10/2021	RF11092022	Stater Bros	Cupcakes - Board Meeting (Tinker Birthday)	-39.90
Check	11/10/2021	RC11102021	Battery Barn	Battery - F550 gate	-136.07
Check	11/10/2021	1RF11102021	Amazon.com	American Flags - Woman's Club/Grange/Bogart	-201.46
Check	11/10/2021	Fee	UMS/Celero Banking	Credit Card Fees -	-6.50
Check	11/12/2021	124223	Ryann Flores	Holiday Party - Centerpieces	-145.37
Check	11/12/2021	RF11122021	Amazon.com	Maintenance Safety Signage/Supplies	-391.05
Check	11/12/2021	RF11122022	Amazon.com	Maintenance Safety Signage/Supplies	-254.29
Check	11/12/2021	RF11122023	Amazon.com	Maintenance Safety Signage/Supplies	-1,037.77
Check	11/12/2021	RF11122021	Amazon.com	Office Decorations	-61.39

# Beaumont Cherry Valley Recreation & Park District Check Warrant Bank Of Hemet - Operating November 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/12/2021	124233	Acorn Technology Services	Monthly IT Service	-1,945.00
Bill Pmt -Check	11/12/2021	124234	Awards & Specialties	Stickers Beers & Brats, Medals for Pumpkin Carve	-425.32
Bill Pmt -Check	11/12/2021	124235	Bay Alarm Company	Monthly Alarm Service (East/West Snack Bar & NCCC)	-118.00
Bill Pmt -Check	11/12/2021	124236	Best Best & Krieger	Monthly Legal Services: DTR, Board Meetings & Covid-19 Response	-2,202.40
Bill Pmt -Check	11/12/2021	124237	Bieber Communications	DTR Tri Fold Mailing	-11,396.83
Bill Pmt -Check	11/12/2021	124238	Blue Shield	Employee - Dental Insurance	-424.80
Bill Pmt -Check	11/12/2021	124239	California Special Districts Association	Yearly Membership	-5,752.00
Bill Pmt -Check	11/12/2021	124240	Cherry Valley Feed & Pet Supply	Hay Bales (Pumpkin Carve & Veterans Day Parade	-439.81
Bill Pmt -Check	11/12/2021	124241	Cherry Valley Nursery	Rock Ground and Memorial Wall Refresh for Engine 57	-806.74
Bill Pmt -Check	11/12/2021	124242	City of Beaumont	Utilities - Sewer - Woman's Club & NCCC	-2,733.26
Bill Pmt -Check	11/12/2021	124243	Department of Environmental Health	Health Permit - Grange Kitchen	-734.00
Bill Pmt -Check	11/12/2021	124244	Department of Forestry & Fire Protection	Fire Crew - Bogart Grounds clean up	-1,587.46
Bill Pmt -Check	11/12/2021	124245	Inland Kubota	Kubota Repair - Battery swap and Fuel line Repair	-2,220.76
Bill Pmt -Check	11/12/2021	124246	Inland Water Works Supply Co.	Material for Main Water Line Project	-123.86
Bill Pmt -Check	11/12/2021	124247	Luther's Truck & Equipment, Inc.	Repair to Generator	-650.00
Bill Pmt -Check	11/12/2021	124248	Merlin Johnson Construction, Inc.	Bogart Lake Stream	-17,781.24
Bill Pmt -Check	11/12/2021	124249	MS Painting	Maintenance Shop "C" - Painting	-4,500.00
Bill Pmt -Check	11/12/2021	124250	Napa Auto Parts	Chevy Truck - Break swap	-208.44
Bill Pmt -Check	11/12/2021	124251	Prudential Overall Supply	Weekly Uniform/ Janitorial Supplies	-318.00
Bill Pmt -Check	11/12/2021	124252	Rancho Ready Mix	Concrete Main Water Line Repair	-3,394.13
Bill Pmt -Check	11/12/2021	124253	Redlands Yucaipa Rentals	Equipment Rental: Tractor for Aerating	-1,200.00
Bill Pmt -Check	11/12/2021	124254	Robertson's	Concrete Pour - Maintenance Shop "C"	-3,491.10
Bill Pmt -Check	11/12/2021	124255	Safety Compliance Company	Safety Meeting 10/20/2021 1pm Topic: #00134	-250.00
Bill Pmt -Check	11/12/2021	124256	Star Pro Security Patrol Inc.	Weekly Security Service (1) unarmed guard 8hr/5day - 10/11/2021 - 11/7/2021, Oktoberfest & Beers, Brats & Bogart Bash	-12,531.00
Bill Pmt -Check	11/12/2021	124257	Total Compensation Systems, Inc.	Gasb 75 Roll - Forward Valuation	-1,530.00
Bill Pmt -Check	11/12/2021	124258	Turf Star, Inc.	September 2021 PM Contract & Repair to Toro Workman GTX Suspension damage	-1,980.00
Bill Pmt -Check	11/12/2021	124259	United Site Services	Restroom Services: Pumpkin Carve, Beer, Brats & Bogart Bash, Tournament & Restroom Repairs	-4,514.43
Bill Pmt -Check	11/12/2021	124260	Wash Master	Field Equipment Wash Service	-1,145.00
Bill Pmt -Check	11/12/2021	124261	Well Tec Services Inc.	Repair to Pond - Fish was stuck in pump	-660.00

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank Of Hemet - Operating  
November 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/12/2021	124262	Xerox Financial Services	Monthly Copier Rental	-559.07
Bill Pmt -Check	11/12/2021	11194994017	Colonial Life	Employee - Life Insurance	-784.62
Bill Pmt -Check	11/12/2021	11122021	UNUM	Employee - Short/Long Term Disability Insurance	-1,089.39
Check	11/12/2021	AZ11122021	Progressive Graphics	Half Deposit - Sport Ts, Polos, Pocket Ts, Beansies - Staff/Board	-2,333.78
Check	11/15/2021	124224	Chris Diercks.	Director Fees - November 2021	-200.00
Bill Pmt -Check	11/15/2021	124225	Grand American Builders, Inc.	Maintenance Shop "C" - Plaster, Plumbing & Finishing - Bogart Pod Bridge Walkway Install	-15,368.37
Bill Pmt -Check	11/15/2021	124226	Slugg Bugg Pest Control	Bimonthly Pest Control Service	-350.00
Bill Pmt -Check	11/15/2021	1001984425	CalPERS-OPEB	Accrued Liability as of June 30, 2018 - Rate Plan: 1357	-5,507.67
Bill Pmt -Check	11/15/2021	1001984427	CalPers	Employee - Health Insurance	-4,328.62
Bill Pmt -Check	11/15/2021	1984432-34	CalPers	Employee - Retirement Plan	-5,298.23
Bill Pmt -Check	11/15/2021	1001984436	CalPers	Employee - 457 Plan	-25.00
Check	11/15/2021	124227	John Flores	Director Fees - June 2021	-300.00
Check	11/15/2021	124228	John Flores	Director Fees - July 2021	-400.00
Check	11/15/2021	124229	John Flores	Director Fee - August 2021	-300.00
Check	11/15/2021	124230	John Flores	Director Fees - September 2021	-300.00
Check	11/15/2021	124231	John Flores	Director Fees - October 2021	-400.00
Check	11/15/2021	124232	John Flores	Director Fees - November 2021	-300.00
Check	11/15/2021	RF11152021	Hobby Lobby	Holiday Party Centerpieces	-172.73
Check	11/15/2021	RF11152022	Koht's	Holiday Party - Centerpieces	-106.48
Check	11/15/2021	RF11152023	Personalization Mall	Volunteer Ornaments - Holiday Party	-182.95
Check	11/16/2021	124263	Armando De La Cruz	Director Fee - October 2021	-400.00
Bill Pmt -Check	11/16/2021	124264	BCVWD 8-005	Utilities - Water - Bogart	-433.94
Bill Pmt -Check	11/16/2021	157639802	ARCO Business Solutions	Gas - Traverse (34,460)	-329.97
Bill Pmt -Check	11/16/2021	1985321-23	CalPers	Employee - Retirement Plan	-5,431.66
Bill Pmt -Check	11/16/2021	1001985325	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	11/16/2021	1985327-29	CalPers	Employee - Retirement Plan	-5,369.01
Bill Pmt -Check	11/16/2021	1001985333	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	11/16/2021	111172021	Chevron	Gas/Fuel Tank/Cans, Malibu (47,489), F150 (25,145), Chevy (33,872), F350(156,369)	-1,561.18
Bill Pmt -Check	11/16/2021	p214MXSQGL	Frontier Communications	Monthly Wifi - Woman's Club	-131.76
Check	11/16/2021	124265	AidaMora DeZavala	Refundable Security Deposit - Quinceanera - 7/31/2021	-500.00

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank Of Hemet - Operating**  
**November 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/16/2021	p214MXSRSH	Frontier Communications	Monthly Wifi - Bogart	-100.98
Bill Pmt -Check	11/16/2021	p214MXSS4X	Frontier Communications	Monthly Wifi - NCCC	-125.98
Bill Pmt -Check	11/16/2021	p21696SD56	Frontier Communications	Monthly Wifi - Grange	-141.58
Bill Pmt -Check	11/16/2021	p214MXSSJ2	Frontier Communications	Monthly Wifi - Maintenance	-100.98
Check	11/16/2021	124266	Alyssa R Zaragoza	Office Decorations - Holiday	-240.04
Bill Pmt -Check	11/16/2021	52683830	IEKids Directory	Advertisment - Winterfest 2021	-100.00
Bill Pmt -Check	11/16/2021	11162021	Nationwide Retirement Solutions	Employee - 457 Plan	-2,625.02
Bill Pmt -Check	11/16/2021	11082021	Nextiva	Monthly Telephone Service	-290.32
Bill Pmt -Check	11/16/2021	11042021	Rosalind Otero	Unfunded Health Payment	-151.70
Bill Pmt -Check	11/16/2021	1324229893	Verizon Wireless	Monthly Wireless Phones	-670.78
Bill Pmt -Check	11/16/2021	11162021	Memories Created by Darcy Walls	Photography - Pumpkin Carve 2021	-323.25
Bill Pmt -Check	11/16/2021	9827399	Wells Fargo Financial Leasing	Monthly Copier Lease	-884.66
Bill Pmt -Check	11/16/2021	80039566633	Waste Management of the IE	Utilities - Trash - NCCC, Woman's Club, Grange & DTR	-1,685.83
Bill Pmt -Check	11/16/2021	3200069-109	SoCalGas	Utilities - Gas - NCCC, Grange & Woman's Club	-245.70
Check	11/16/2021	NL11162021	CSMFO	Membership Renewal - Law, Nancy	-50.00
Bill Pmt -Check	11/16/2021	2109-0705	Streamline	Monthly Website, Employee/Community Portal	-420.00
General Journal	11/16/2021	Trans111601		Transfer to Operating for Capital Improvement Bills	40,000.00
Check	11/16/2021	RF11162021	Walgreens	Board of Director Canvas for Hallway	-53.86
Check	11/17/2021	124267	Michael Ruffolo	Adult Softball Umpire	-150.00
Check	11/17/2021	124268	Anthony Tony Gipson	Adult Softball Umpires	-210.00
Check	11/17/2021	124269	Pete Gerlach	Adult Softball Umpires	-150.00
Check	11/17/2021	124270	Michael Lorch	Adult Softball Umpire	-180.00
Bill Pmt -Check	11/17/2021	124271	Beaumont Do it Best	Main Water Line Project, Sprinkler Flags, Paint (NO Parking), Combo Locks, Padlocks, Rebar Ties & Tool	-319.14
Bill Pmt -Check	11/17/2021	124272	Clark Pest Control	Monthly Pest Control	-384.50
Bill Pmt -Check	11/17/2021	124273	Pro-Pipe & Supply	Material for Main Water Line Project	-111.27
Bill Pmt -Check	11/17/2021	124274	Rancho Paseo Medical Group	Employee - Medical Exam - Gemmel, Kaylee & Howard, Sarah	-140.00
Bill Pmt -Check	11/17/2021	124275	Resource Building Materials	Hilltopper Clay for Pitching Mounds/Home Plate	-436.39
Bill Pmt -Check	11/17/2021	124276	SiteOne Landscape Supply, LLC	Irrigation for Leason's Garden	-136.24
Check	11/17/2021	NH11172021	Big 5 Sporting Goods	Sleds - Winterfest 2021	-215.39
Check	11/18/2021	124277	Kaboo Leasing Co.	Repair to Back Gate - Bogart Regional Park	-400.00

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank Of Hemet - Operating  
November 2021**

Type	Date	Num	Name	Memo	Amount
Check	11/18/2021	RF11182021	Stater Bros	Employee of the Month Luncheon - Gift Card for Employee of the Month	-150.00
Check	11/18/2021	RF11182022	WaBA Grill	Employee of the Month Lunch - Food	-104.52
Check	11/18/2021	RF11182021	Kohl's	Staff Holiday Party - Raffle	-26.93
Check	11/22/2021	124278	Arctic Glacier	50% Deposit - Snow Hill - Winterfest 2021	-3,648.04
Check	11/22/2021	RF11222021	Amazon.com	Office Supplies - Screen Protector/phone charger	-50.80
Check	11/22/2021	RF11222022	Amazon.com	Staff Holiday Party - Jingle Bells - Game	-16.14
Check	11/22/2021	RF11222023	Amazon.com	Office Supplies	-59.18
Check	11/22/2021	RF11222024	Amazon.com	Joint Event Expense - Crowd Control Poles/Chain	-966.31
Check	11/22/2021	RF11222025	Amazon.com	Employee of the Month Prizes	-121.76
Check	11/22/2021	NL11222021	Apple.com	Icloud Storage Upgrade	-2.99
Check	11/22/2021	RF11182021	Kohl's	Staff Holiday Party - Centerpieces	-38.75
Check	11/23/2021	124279	Michael Ruffolo	Adult Softball Umpire	-150.00
Check	11/23/2021	124280	Anthony Tony Gipson	Adult Softball Umpire	-210.00
Check	11/23/2021	124281	Pete Gerlach	Adult Softball Umpire	-90.00
Check	11/23/2021	124282	Michael Lorch	Adult Softball Umpires	-90.00
Check	11/23/2021	124283	Kristine Carlson	Adult Softball Umpire	-60.00
Bill Pmt -Check	11/23/2021	124284	Grand American Builders, Inc.	Maintenance Shop "C" - Final Color Plaster, Project Management, PU Hollow Metal Doors	-6,983.66
Check	11/23/2021	KS11232021	Department of Environmental Health	Health Permit - Winterfest 2021 - Food Vendors	-203.72
Check	11/23/2021	KS11232021	City of Beaumont	Non-Commercial encroachment sign permit - Winterfest 2021	-51.65
Check	11/23/2021	RF11232021	Gopher X	Pest Control	-514.02
Check	11/23/2021	RF11232021	Amazon.com	Desk Supplies - Flores, Ryann (HR Desk)	-82.58
General Journal	11/24/2021	Trans112422		Transfer to Payroll for PR 11/26/2021	-40,000.00
General Journal	11/24/2021	Trans112423		Transfer to Reserve for Monthly Transfer	-5,000.00
General Journal	11/24/2021	Trans112424		Transfer to Money Market for Monthly Transfer	-7,500.00
Bill Pmt -Check	11/24/2021	124285	Beaumont Do it Best	F#3 Backstop clip, Horseshoe Pit Light box light, Tennis Court Lock	-40.02
Bill Pmt -Check	11/24/2021	124286	Beaumont Flowers & Gifts	Plant Sympathy - Carlson, Dodie	-96.15
Bill Pmt -Check	11/24/2021	124287	Facilitron, Inc	BHS Field use for Engine 57 Tournament	-227.68
Bill Pmt -Check	11/24/2021	124288	Inland Lighting Supplies, Inc.	Maintenance Shop "C" - Lighting	-2,240.13
Bill Pmt -Check	11/24/2021	124289	Jani-King of California, Inc	Monthly Janitorial Service	-2,561.38
Bill Pmt -Check	11/24/2021	124290	Land Engineering Consultants, Inc.	Topographic Survey NCRP & DTR	-20,190.50



# Beaumont Cherry Valley Recreation & Park District Check Warrant

## Bank Of Hemet - Operating November 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/24/2021	124291	Luther's Truck & Equipment, Inc.	Tractor Tire Repair/F550 - Tow, Inspection & Alternator Replacement	-911.04
Bill Pmt -Check	11/24/2021	124292	Napa Auto Parts	F550 Battery Replacement	-238.99
Bill Pmt -Check	11/24/2021	124293	Pietronico Roofing Solutions	Maintenance Shop "C" - Roof Installation	-10,200.00
Bill Pmt -Check	11/24/2021	124294	Pro Rise Garage Door Co	Maintenance Shop "C" - Garage Doors Installation	-5,847.50
Bill Pmt -Check	11/24/2021	124295	Rancho Ready Mix	Concrete Pour - Main Water Line Project	-1,422.30
Bill Pmt -Check	11/24/2021	124296	SiteOne Landscape Supply, LLC	Irrigation Valve swap for Memorial Rose Plater	-294.27
Bill Pmt -Check	11/24/2021	124297	Star Pro Security Patrol Inc.	Weekly Security Service (1) unarmed guard 8hr/5day - 11/8/2021 - 11/14/2021	-1,080.00
Bill Pmt -Check	11/24/2021	124298	Turf Star, Inc.	Biweekly PM Service October 2021	-798.72
Bill Pmt -Check	11/24/2021	6609727901	Ford Credit	Monthly F150 XLT Payment	-763.20
Bill Pmt -Check	11/24/2021	BH02607977	UMPQUA Bank	Business Meals, Sirius XM Radio, Ring Central, Postage, GFOA Membership, GFOA Workshop Annual GovernmentalCAAP Updates (Law, Nancy)	-1,456.80
Check	11/24/2021	AZ11242021	Amazon.com	Wristbands - Snow Hill - Winterfest	-10.66
General Journal	11/25/2021	RCF 112021		Transferred from Riverside County Fund for Bills & Payroll	300,000.00
Check	11/27/2021	NL1272021	The Home Depot	Grange Tree - Christmas Lights	-278.85
Check	11/29/2021	124299	Shawna Williams	Refundable Security Deposit - Baby Shower - 10/23/2021	-500.00
Check	11/29/2021	124300	Jim Smith	Chev. Malibu - Oil Change	-75.78
Bill Pmt -Check	11/29/2021	3.647663541	Office Depot	Office Supplies	-676.45
Check	11/29/2021	RF11292021	The Home Depot	Holiday Party - Raffles	-47.38
Check	11/29/2021	RF11292022	Wal-Mart	Staff Holiday Party - Raffles	-63.57
Check	11/29/2021	RF11292023	Wal-Mart	Staff Holiday Party - Raffles	-230.29
Check	11/30/2021	CCFEES	Clover(MRCH BNKCD)	CC Fees	-642.95
Check	11/30/2021	RF11302021	Amazon.com	Staff Holiday Party - Raffles	-403.25
				<b>TOTAL</b>	<b>-7,824.03</b>

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Project  
November 2021**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>10015 - Bank of Hemet - Project Account</b>					
Check	11/04/2021	4609	Citizens Business Bank	20-020 Loan Payment	-87,217.18
General Journal	11/04/2021	Trans110421		Transferred from Money Market for Loan Payme	87,217.18
				<b>TOTAL</b>	<b>0.00</b>

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank Of Hemet - Money Market  
November 2021**

Type	Date	Num	Name	Memo	Amount
<b>10000 - Bank of Hemet - MM</b>					
General Journal	11/04/2021	Trans110421		Transfer to Project for Loan Payment	-87,217.18
General Journal	11/24/2021	Trans112424		Transferred from Operating for Monthly Transfer	<u>7,500.00</u>
				<b>TOTAL</b>	<b>-79,717.18</b>

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Reserve  
November 2021**

<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	11/24/2021	Trans112423		Transferred from Operating for Monthly Transfer	5,000.00
				TOTAL	<u>5,000.00</u>

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank Of Hemet - Quimby/DIF**  
**November 2021**

Type	Date	Num	Name	Memo	Amount
10020 - Bank of Hemet - Quimby/DIF					
General Journal	11/16/2021	Trans111601		Transfer to Operating for Capital Improvement Bills	-40,000.00
				TOTAL	-40,000.00

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Bogart Park**  
**November 2021**

Type	Date	Num	Name	Memo	Amount
<b>10050 - Bank of Hemet - Bogart Park</b>					
Check	11/01/2021	11012021	Clover	Monthly Equipment Rental	-49.90
Bill Pmt -Check	11/05/2021	112396003	SCE (700558511896)	Utilities - Electric (Bogart)	-1,056.76
Bill Pmt -Check	11/16/2021	80039566669	Waste Management of the IE	Utilities - Trash (Bogart)	-537.96
Bill Pmt -Check	11/17/2021	5212	Calaveras Trout Farm Inc.	Stocking of Pond	-6,900.00
Bill Pmt -Check	11/17/2021	5213	Pattons Steel Corp	Material for Pond Bridge	-9,848.01
Check	11/30/2021	Fee	UMS/Celero Banking	Credit Card Monthly Fee-	-6.50
<b>TOTAL</b>					<b>-18,399.13</b>

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 11/30/2021

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 71,653.58	\$ 448,063.52	\$ 494,058.37	\$ 117,648.43	
2 Bank of Hemet - Payroll Account	\$ 2,266.60	\$ 73,326.29	\$ 77,341.40	\$ 6,281.71	
3 Bank of Hemet - Project Loan	\$ 1,588.70	\$ 87,217.18	\$ 87,217.18	\$ 1,588.70	Loan Payment
4 Bank of Hemet - Bogart	\$ 7,953.25	\$ 18,399.13	\$ 27,553.00	\$ 17,107.12	
5 Bank of Hemet MM	\$ 90,003.75	\$ 87,217.18	\$ 7,506.00	\$ 10,292.57	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 315,233.26		\$ 5,025.81	\$ 320,259.07	
7 Bank of Hemet - Quimby/DIF	\$ 86,673.08	\$ 40,000.00	\$ 8,630.34	\$ 55,303.42	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 318,927.87	\$ 300,000.00	\$ 128,986.64	\$ 147,914.51	
10	\$ 894,800.09	\$ 1,054,223.30	\$ 836,318.74	\$ 676,895.53	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 250,000.00			\$ 250,000.00	NOT to be USED
13 Capital Reserve	\$ 65,233.26		\$ 5,025.81	\$ 70,259.07	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 315,233.26	\$ -	\$ 5,025.81	\$ 320,259.07	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 11/30/2021

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 129,408.40	\$ 4,325.56	\$ 4,848.32	\$ 129,931.16	Beer Beers & Brats & CCY Sponsor



**Staff Report**

Agenda Item No. **3.1**

**To:** Board of Directors:

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

**Via:** Duane Burk, General Manager

**Date:** December 8<sup>th</sup>, 2021

**Subject:** Approval of Halliday & Company Engagement Letter for FY 20/21 Audit

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District has an annual Audit completed.

On March 10<sup>th</sup>, 2021 the Board accepted the audit engagement Letter from Chadrick L. Halliday, CPA for our FY 19/20 Audit, which since has been completed and approved.

On Monday, November 8<sup>th</sup>, 2021 the Finance Committee, Vice-Chair/Secretary Chris Diercks and Treasurer John Flores reviewed and accepted Halliday & Company's engagement letter for FY 20/21 Audit.

**Fiscal Impact:**

The estimated fee to perform the FY 20/21 Audit, and State Controller's Report is \$30,000.00

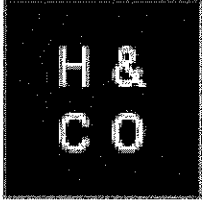
**Recommendations:**

Staff recommends the Board review, comment and approve the engagement letter from Halliday & Company for FY 20/21 Audit.

Respectfully Submitted:

Nancy Law,  
Financial Services Technician/Office Manager





October 25, 2021

Board of Directors  
Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont, CA 92223

Attention: Duane Burk, General Manager, and the Board of Directors

Halliday & Company, Certified Public Accountants (the Firm) is pleased to confirm our understanding of the services we will provide for Beaumont-Cherry Valley Recreation and Park District (the Entity) for the year ended June 30, 2021. Please read this letter carefully because it is important that you understand and accept the terms under which we have agreed to perform our services as well as management's responsibilities under this agreement.

**Financial Statement Services and Audit Objective**

We will prepare and audit the financial statements of the governmental activities and each major fund of the Entity as of and for the year ended June 30, 2021, and the related notes to the financial statements.

Accounting standards generally accepted in the United States of America call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting as it provides perspective to the basic financial statements. Therefore, as part of this engagement, we will apply limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance on this RSI as our limited procedures do not provide us with sufficient evidence to do so under our professional standards.

**HALLIDAY  
& COMPANY**

info@hallidaycpas.com | 951.542.3705 | 1706 Plum Lane, Suite 124, Redlands, CA 92374

Consequently, the financial statements we present to you will include the following RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

- Schedule of Pension Plan Contributions
- Schedule of the District's Proportionate Share of the Net Pension Liability
- Schedule of Changes in the District's Net OPEB Liability and Related Ratios

The statements we present to you will include the following additional information that will not be subject to the auditing procedures applied in our audit of the basic financial statements and for which our report will disclaim an opinion:

- Schedule of Officers, Directors, and Senior Management
- Schedule of Insurance Coverage

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional supplementary information referred to above when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with GAAS. Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of the Entity and other procedures we consider necessary. The procedures we determine necessary will depend on our professional judgment as auditors and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories (if applicable and deemed necessary), and direct confirmation of certain other assets and/or liabilities by correspondence with selected individuals and third parties (e.g., customers, creditors or financial institutions). As part of our audit process, we may also request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements, the supplementary information, and notes accompanying these documents, and that you have

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reviewed and approved these documents, approved their release, and that you have accepted responsibility for them.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by us, even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal control relevant to the preparation and fair presentation of the Entity's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your internal control. In accordance with our professional standards, we will communicate in writing to the appropriate level of management and those charged with governance matters concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Although we may consider the Entity's compliance with applicable laws and regulations and the provisions of contracts and agreements during our audit, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, and other agreements.

As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement.

Chadrick L Halliday, CPA is the engagement partner for the audit services specified in this letter and his responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified representative to sign the audit report.

To ensure that the Firm's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

**Responsibilities of Management and Those Charged with Governance**

By your signature below, you acknowledge that management understands and agrees to assume all of the responsibilities stipulated in this section. As part of our engagement, we may advise you about appropriate accounting principles and their application; however, the final responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP remains with you. This responsibility includes the financial statements, all accompanying information, and the representations that accompany them. As such, management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter.

You also acknowledge that you are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, and all accompanying information, that are free from material misstatement, whether due to fraud or error. This responsibility includes the fair presentation in the financial statements of the respective financial position of the governmental activities and each fund and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America. In addition, management is also responsible for having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, and others where fraud could have a material impact on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, noncompliance with laws and regulations, or violations of contracts and agreements. You agree that management will confirm its understanding of its responsibilities as defined in this letter to us in a management representation letter.

Management's responsibilities also include designating qualified individuals with suitable skill, knowledge, and/or experience to be responsible and accountable for overseeing the preparation of your financial statements and any other non-attest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them. We will perform any non-attest services you request that we perform in the course of our engagement, in accordance with applicable professional

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standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

#### **Written Report**

We expect to issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the board of directors of the Entity. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion or withdraw from the engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Engagement Administration, Fees, and Other Matters**

We understand that your employees, will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees.

We expect to begin our audit on approximately December 1, 2021; however, we can adjust the start date as requested or needed by you.

**In accordance with the terms and conditions of this agreement, the Entity shall be responsible for the accuracy and completeness of all data, information and representations**

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**provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the Entity releases and indemnifies the Firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.**

Our estimated fee for performance of the audit, preparation of the financial statements, and preparation of the State Controller's Report is \$30,000 plus out-of-pocket costs (such as report reproduction, postage, travel, etc.). Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The Entity further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Entity's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to the Entity for any damages that occur as a result of our ceasing to render services.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

All consultations and assistance regarding accounting matters, including but not limited to assistance with the Entity's adoption of new U.S. GAAP standards and related audit procedures, will be considered out of the scope of this engagement letter and billed separately at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned.

In addition, you further agree that in the event the Firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to the Firm, or any documents and workpapers prepared by the Firm in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

### **Third-Party Service Providers and Email Communication**

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers. Such third-parties may include, but not limited to, providers of cloud-based software and data storage solutions. We may share your confidential information with third-party service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we will take reasonable precautions to prevent the unauthorized

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release of your confidential information to others. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the Firm makes no warranty, expressed or implied, on the security of electronic data transfers and you consent to using third-party service providers in serving your account.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Suralink**

Nancy Law, Financial Services Technician/Office Manager, (Nancy) will be invited to the Suralink document exchange portal and configured as the client access administrator. The client access administrator will be responsible for granting entity personnel access to Suralink and for removing said access when needed. Those entity personnel will be responsible for designating a suitable password for their account within Suralink and we will have no knowledge of said password. It is the responsibility of the Entity and the Entity's employees to ensure the security of their accounts within Suralink and their login credentials. We encourage the Entity and the Entity's employees to utilize strong passwords and multifactor authentication, if possible, and to disallow the sharing of account credentials. The Entity must notify us in writing (via email) when it is necessary to change the Suralink client access administrator and/or remove the current administrator's access. We will make an effort to terminate access and confirm termination within 1 business day; however, the Entity cannot be assured that access has been terminated until we confirm in writing (via email).

#### **Record Retention**

It is our policy to keep records related to this engagement for 7 years. However, the Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. The Firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

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By your signature below, you acknowledge and agree that upon the expiration of the 7-year period the Firm shall be free to destroy our records related to this engagement, but are not required to do so.

**Mediation and Arbitration**

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The Entity and the Firm both agree that any dispute over fees charged by the firm to the entity will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE FIRM, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

The Entity agrees, to the fullest extent permitted by law, to limit the liability of the Firm to the Entity for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the Firm to the Entity shall not exceed the total fees paid to the Firm for services rendered under this agreement. The Entity and the Firm intend and agree that this limitation apply to any and all liability or cause of action against the Firm, however alleged or arising, unless otherwise prohibited by law.

**Additional Services**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.



Board of Directors  
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**Electronic Signatures**

Each party agrees that this agreement and any other documents executed hereby may be electronically signed, and that any electronic signatures appearing on this agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

\_\_\_\_\_

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below.

Sincerely,



\_\_\_\_\_  
Chadrick L Halliday, CPA  
Halliday & Company, Certified Public Accountants

This letter correctly sets forth the understanding of Beaumont-Cherry Valley Recreation and Park District:

\_\_\_\_\_  
Nancy Law, Financial Services Technician /  
Office Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Hughes,  
Board Chairman

\_\_\_\_\_  
Date



**Staff Report**

Agenda Item No. 3.2

**To: Chairman and Board of Directors**

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

**Date: December 8, 2021**

**Subject: Revised Job Description  
Receptionist**

**Background and Analysis:**

Job descriptions are crucial to every position. Job descriptions are important for employees to know what is expected of them and how they will be evaluated. They clear up any misunderstandings of what a position entails and help the employee and management share a common understanding.

In evaluating the part time receptionist position, and the hours worked at the position, it is essential to revise the position status from part time to part time and full time status depending on the needs of the District.

The change noted above is referenced in red on the draft job description. The salary, although in red, has not changed but updated to reflect the current salary for the position. The salary will be reviewed at a later date.

**Fiscal Impact:**

There will be no impact to salaries in the general fund as the employee promoted to full time is, and has been, working full time. The impact to the general fund for benefits will increase as the District, per policy provides those benefits with costs borne by the District. The employee is eligible for medical, dental, vision and accident insurance. The monthly cost of those benefits is approximately \$910.00 per month.

**Recommendations:**

In evaluating the needs of the District, staff recommends that the Board review, comment and approve item 3.2 with the authority to make non-substantive changes.

Respectfully Submitted,

*Janet D. Covington*

Janet Covington, Human Resources Administrator / Clerk of the Board

**BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**POLICY AND PROCEDURE MANUAL**

**TITLE:** Job Description – Receptionist

**Dated:** December ~~8, 2021~~~~13, 2017~~

**Salary Range:** ~~\$11.25–\$17.00~~ Minimum to \$19.16 per hour (Currently)

**DEFINITION**

The Receptionist is classified as a “Part Time” or Full Time position as defined by the BCVRPD Employee Handbook and is subject to the safety sensitive guidelines of the District. This position is the District's first contact with the public and acts as the District’s receptionist, greeting customers, answering phones, taking messages and referring customers to the appropriate person. This position must be flexible and will assist all departments of the District with a full range of duties including office procedures, the Districts web-site and special events. The receptionist takes registrations, collects fees and answers questions about various programs, facilities and events offered by the District. This position must be available to work evenings, Saturdays and Sundays.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direct supervision from the Financial Services Technician.

Receives general supervision from the General Manager and Human Resources Administrator.

Exercises no supervision over others.

**ESSENTIAL FUNCTIONS** –*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

- Performs all clerical duties and functions for the District office, including office duties, answering phones and phone messages, filing, photocopying, etc.
- Greets the public and assists customers with information about the District and its programs.
- Responsible for processing RV reservations including but not limited to booking sites, sending/ receiving required paperwork, receiving payments and posting of the RV schedule weekly. Maintain the RV files and verify departure dates are followed.
- Responsible for maintaining the Districts Key Log including distributing and collecting keys.
- Takes registrations and facility user agreements for District events, programs and facilities. Ensure all District calendars are updated accordingly.
- Collection and receipt of fees for events, parking, RV reservations and various programs of the District and process accordingly.
- Receive daily activity reports from security and correspond accordingly.

- Maintain and update Districts web-site and social media site(s) items such as flyers, schedules, etc.
- Update (carryover) the work schedule calendars.
- Send work schedules via email to employees and post in correct locations.
- Request quotes for repairs, supplies and equipment pertaining to the office and follow proper purchase procedures and follow through to completion ensuring coworkers are notified of such.
- Responsible for issuing and collection of light cards and reservations pertaining to such use.
- Update department procedures.
- Required to drive an automobile to perform various duties.
- Assemble Board packages.
- Assist other departments in various aspects of their job including but not limited to the Human Resources Administrator, Financial Services Technician, Activities Coordinator, Athletic Coordinator, Recreation Assistants, Maintenance and the General Manager.
- Work cooperatively and assist the Activities Coordinator with all aspects of the position including but not limited to events, facility rentals, programs, donation request, correspondences, licenses, permits, vendors, advertisement, scheduling, review of facility use license agreements and budget preparation.
- Create and maintain power point presentations for meetings and events.
- Maintain the General Managers calendars.

### **MARGINAL FUNCTIONS**

- Receive, open, mail and distribute mail daily.
- Maintain records of Employee and Directors annual use of facilities.
- Post Board meeting agendas at facilities and the Districts Web-Site.
- Deliver Board packages to Directors.
- Assist with employee scheduling.
- Assist in budget preparation as it pertains to department.
- Create, update and revise procedures and cross train within the departments.
- Assist with the employee newsletter.
- Assist employees with table, chair and equipment checkout.
- Attend meetings as directed and prepare reports pertaining to such meetings.
- Attend District trainings and seminars etc. when required
- Contact local business and individuals for donations.
- Update District's bulletin boards.
- Set up for Board meetings and other meetings of the District.
- Other duties, special projects and responsibilities may be required. Not all duties are necessarily performed by each individual holding this classification.

## **QUALIFICATIONS**

- Must possess and maintain a CA Drivers license and automobile insurance. Loss of either is cause for discipline up to and including termination.
- Must possess First Aid/CPR (Infant, Child & Adult), and AED certification.
- Must pass fingerprint and background check.
- Must pass pre-employment physical.
- Dress in an appropriate and professional manner consistent with job and safety expectations.

### **Knowledge of:**

- Positive public relations etiquette.
- District programs, facilities and fees and the techniques for planning and coordinating such.
- Time management and effective scheduling.
- General office procedure and use of office equipment.
- Advanced computer skills and applicable programs including Microsoft office, internet, excel, word, publisher, power point web-site and scheduling software.
- Emergency and safety procedures.

### **Ability to:**

- Must have the ability to work independently in the absence of supervision.
- Work on projects and follow through to completion.
- Recognize and anticipate the requirements for events and projects. Identify needs and problems and take effective course of action.
- Work as part of a team.
- Follow written and oral instructions.
- Communicate effectively in oral and written form
- Type 45 words per minute.
- Read, write, and communicate the English language at a level necessary for efficient job performance in a group setting, one on one, or communication on the phone.
- Work under time constraints.
- Operate standard office equipment such as telephone, calculator, personal computer, facsimile machine, photocopier and credit card reader.
- Receive and account for monetary fees.
- Multi-task.
- Prioritize and work under time pressures.
- Work irregular shifts, holidays, and weekends as assigned.
- Provide training and assistance to others as required.
- Work in inclement weather conditions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Identify, understand and be respectful of diverse populations and cultural backgrounds, as well as age and physical ability needs and differences.

**Experience and Education:**

*Any combination of education and experience that would provide the required knowledge and abilities to perform the job is qualifying. A typical way to obtain the knowledge and abilities would be:*

Two (2) years experience in previous employment in a job of similar duties working with the public.

Equivalent to the completion of the twelfth grade.

Advanced computer skills.

**PHYSICAL REQUIREMENTS**

Ability to communicate orally with the General Manager, District management, staff, and the public. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machines. Sit and/or stand for extended time periods. Hearing and vision required to be within normal ranges. Carry, push, pull, reach and lift up to 25 lbs. routinely. Read at or above the equivalent to the twelfth grade level. Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment. Office and outside environment. Occasionally work in inclement weather such as rain, wind, heat and cold.

**CONDUCT STANDARD**

Interact with General Manager, employees, customers, Directors, and the public in a positive, cooperative, and supportive manner.

Subject to “random drug testing” because of safety sensitive position.

**ENVIRONMENT**

Office environment and working outside at times in inclement weather and exposure to water, dust, dirt, noise, and wind.



**Staff Report**

Agenda Item No. **3.3 and 3.4**

**To:** Board of Directors:

**From:** Nancy Law, Financial Services Technician/Office Manager and Kyle Simpson,  
Activities Coordinator

**Via:** Duane Burk, General Manager

**Date:** December 8, 2021

**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 (2) individual 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 2022.

**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



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

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

### RECITALS

1. Whereas, BCVRPD owns and operates the MAINTENANCE SHOP “C” located at 650 W Oak Valley Parkway, Beaumont CA 92223.
2. Whereas, BEAUMONT LIONS CLUB desires to utilize BCVRPD facilities between December 1, 2021 and December 31, 2022 for MEETINGS and EVENTS.
3. Whereas, BEAUMONT LIONS CLUB represents that it has the skill, ability and personnel to render such MEETINGS AND EVENTS.

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

### TERMS

- I. BCVRPD shall authorize BEAUMONT LIONS CLUB rental of the MAINTENANCE SHOP “C” on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month for Club Meetings starting at 5pm – 10pm, including (15) events a year date to be determined at later date.
- II. Building availability and ALL MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
  - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. BEAUMONT LIONS CLUB must get approval for any other usage of MAINTENANCE SHOP “C” 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 BEAUMONT LIONS CLUB if there are any other meetings or event scheduled in the building.
  - iv. In the case there is ROOM CAPACITY restrictions, BEAUMONT LIONS CLUB shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes full access to MAINTENANCE SHOP “C” and surrounding parking. Specialty equipment needed to operate the MAINTENANCE SHOP “C” 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.





## Beaumont-Cherry Valley Recreation and Park District

- IV. BCVRPD will give notice to BEAUMONT LIONS CLUB if there is another event taking place at the MAINTENANCE SHOP “C” 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 LIONS CLUB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BEAUMONT LIONS CLUB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BEAUMONT LIONS CLUB 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 LIONS CLUB right to use of the facility under this agreement should BEAUMONT LIONS CLUB 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 LIONS CLUB chooses to store in or around the facility.
- i. BEAUMONT LIONS CLUB must get prior approval for any stored items on the district property.
  - ii. BEAUMONT LIONS CLUB will provide an inventory list of all items stored in/or around MAINTENANCE SHOP “C” and the square footage needed to store the items. **(Received: )**
  - iii. BEAUMONT LIONS CLUB will provide a set of keys or combinations to the District to anything stored on the district property. **(Received: )**
- 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. \$450.00 per month starting January 1<sup>st</sup>, 2022. With Beaumont Lions Club to agree to do (3) projects for BCVRPD a year, in which the rent will be \$0 for the month of said project completion.
  - iii. Payable to BCVRPD the 1<sup>st</sup> of every month.
  - 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. BEAUMONT LIONS CLUB, 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. BEAUMONT LIONS CLUB 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 kitchen and bathroom shall be the responsibility of BEAUMONT LIONS CLUB during and after all facility use.
  - ii. BEAUMONT LIONS CLUB will remove all trash to the outside trash containers after each use.
  - iii. BEAUMONT LIONS CLUB shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
  - iv. BEAUMONT LIONS CLUB shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at MAINTENANCE SHOP “C”.
  - v. BEAUMONT LIONS CLUB members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS AND EVENTS.
  - vi. BEAUMONT LIONS CLUB agrees to CALIFORNIA STATE GOVERNOR’S ORDERS and shall clean restroom facilities following each use of the MAINTENANCE SHOP “C” 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 BEAUMONT LIONS CLUB and must meet all City/County/State legal standards.
- i. Cost of any approved permanent fixtures will be the responsibility of BEAUMONT LIONS CLUB and will be donated to the District and remain as part of the MAINTENANCE SHOP “C” property if/when the BEAUMONT LIONS CLUB no longer resides at the MAINTENANCE SHOP “C”.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT LIONS CLUB 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 BEAUMONT LIONS CLUB to another facility if the MAINTENANCE SHOP “C” 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. BEAUMONT LIONS CLUB shall not duplicate any keys. If a key is lost or stolen BEAUMONT LIONS CLUB shall immediately report the loss to BCVRPD. BEAUMONT LIONS CLUB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. BEAUMONT LIONS CLUB 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

- XVI. BEAUMONT LIONS CLUB shall not make any changes to lock(s) on District property.
- XVII. BEAUMONT LIONS CLUB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD email aaron@bcvparks.com and nancy@bcvparks.com. BCVRPD will address reported issues.
- XVIII. BEAUMONT LIONS CLUB will be responsible for any damage to the facility caused by BEAUMONT LIONS CLUB members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to BEAUMONT LIONS CLUB.
- XIX. 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.
- XX. 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.
- XXI. BEAUMONT LIONS CLUB 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 LIONS CLUB 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.
- XXII. 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 LIONS CLUB waives any right of recovery against BCVRPD and BEAUMONT LIONS CLUB shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.
- XXIII. BEAUMONT LIONS CLUB shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: BEAUMONT LIONS CLUB 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 LIONS CLUB, its agents, representatives, employees, or subcontractors. BEAUMONT LIONS CLUB shall also require all of its subcontractors to



# Beaumont-Cherry Valley Recreation and Park District

procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover December 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 LIONS CLUB 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 BEAUMONT LIONS CLUB 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 LIONS CLUB; 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



## Beaumont-Cherry Valley Recreation and Park District

LIONS CLUB 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 LIONS CLUB 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 LIONS CLUB or for which BEAUMONT LIONS CLUB 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 LIONS CLUB 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 LIONS CLUB 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 BEAUMONT LIONS CLUB.
- 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 LIONS CLUB shall guarantee that, at the option of the BCVRPD, either:



## Beaumont-Cherry Valley Recreation and Park District

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 LIONS CLUB 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 LIONS CLUB 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:** BEAUMONT LIONS CLUB shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT LIONS CLUB in connection with this agreement.
- XXIV. BEAUMONT LIONS CLUB 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 LIONS CLUB 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.
- XXV. BEAUMONT LIONS CLUB shall defend, with counsel of its choosing and at BEAUMONT LIONS CLUB 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 LIONS CLUB 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 LIONS CLUB 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.
- XXVI. 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.



# Beaumont-Cherry Valley Recreation and Park District

XXVII. 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.

XXVIII. 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.

XXIX. 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. BEAUMONT LIONS CLUB  
c/o Nick Hughes  
650 W Oak Valley Parkway  
Beaumont CA 92223

Notices shall be deemed effective when received by the other Party.

XXX. This agreement is to be affective on December 1, 2021 and end on December 31, 2022. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXI. 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.

XXXII. The recitals above are true and correct and are incorporated herein by this reference.

XXXIII. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

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

  
Nicholas Hughes, Secretary (BEAUMONT LIONS CLUB)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn Shelley, Treasure (BEAUMONT LIONS CLUB)

\_\_\_\_\_  
Larry Perrault, Membership (BEAUMONT LIONS CLUB)

\_\_\_\_\_  
Date



## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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, 2022 and December 31, 2022 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 – 5:00PM JANUARY – DECEMBER (in Historical Society Museum), SECOND THURSDAY OF EACH MONTH for MEMBERSHIP MEETINGS (5:30PM-10:00PM), 3RD THURSDAY OF EACH MONTH JANUARY to DECEMBER FOR SGP HISTORICAL SOCIETY BOARD MEETINGS (12:00PM – 2:00PM) in the MUSEUM. THE FOURTH SATURDAY OF EACH MONTH FOR MUSEUM AND ARCHIVING WORK JANUARY THROUGH OCTOBER 9:00AM-5:00PM.  
\*ADDITIONAL DATES TO BE SUBMITTED AT A LATER DATE FOR WORKSHOPS\*
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
  - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any





## Beaumont-Cherry Valley Recreation and Park District

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- 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.
  - iv. In the case there are room restrictions, SAN GORGONIO PASS HISTORICAL SOCIETY shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- 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 around the facility.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval



## Beaumont-Cherry Valley Recreation and Park District

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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.

- i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.



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- 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 CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEUAMONT WOMAN'S Club 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.
- XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL



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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 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 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 an 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, 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. 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 covered by the section that may be brought or instituted against BCVRPD or its





# Beaumont-Cherry Valley Recreation and Park District

3.4

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, 2022 and end on December 31, 2022. 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

3.4

Society)

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Date

\_\_\_\_\_

Date



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:** December 8, 2021

**Employees:**

We have 26 employees.

**Reports:**

**Workers Compensation Cases/Incidents/Accidents** – No workers compensation cases. It has been eighty-seven days since our last employee accident.

**Training:**

- Janet attended the second in a series of three CAPRI webinars. The topic was Workers Compensation.

**Other:**

- November's employee of the month was celebrated November 24. Kaylee Gemmell received the recognition.
- Holiday party is scheduled for Friday, December 17, 2021 @ the Grange Community Center 5:00 – 9:00pm. We have a magician scheduled.
- Duane Burk will be the guest speaker at the Calimesa Chamber Breakfast on February 8, 2022 @ 8:00am
- Board member position changes and committee assignments will be scheduled for the January 2022 board meeting.

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

Respectfully Submitted,

*Janet Covington*

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:** December 8<sup>th</sup>, 2021

The Finance Committee met December 2<sup>nd</sup>, 2021 to review November 2021 Financial Reports for Fiscal Year 2021-2022.

The Monthly Financial Report consisted of the Apportionment Schedule Spreadsheet and Historical Graph, Profit & Loss Budget vs. Actual, Trial Balance, 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 as of November 3<sup>rd</sup>, 2021.

The Financial Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for November 2021, bringing our Reserve balance to \$320,259.07, and transferred into the Money Market account \$7,500.00 monthly contributions for November 2021 bringing our balance to \$10,292.57. On November 6<sup>th</sup>, 2021 we issue our first loan payment in the amount of \$87,217.18.

**Additional items:**

- ❖ Finance attended CAPRI Workshop on 11/2/2021: Session One: Worker’s Compensation Case Scenario Training.
- ❖ Finance attended GFOA Workshop on 11/4/2021: 26<sup>th</sup> Annual Governmental GAAP update.
- ❖ Finance attended Friends of Valley-Wide on 11/6/2021: Autumn Elegance.
- ❖ Finance attended on 11/8/2021 Pumpkin Carve & Beers, Brats and Bogart Bash Debrief.
- ❖ Finance attended Paychex Workshop on 11/9/2021: Employee Tax Credit has your business considered making a claim? Per Human Resources request.
- ❖ Finance attended on 11/11/2021 Veterans Day Parade.
- ❖ Finance on 11/10/2021 – Submitted the Community Development Block Grant (CDBG) for the parking lots at Bogart Regional Park.
- ❖ Finance on 11/15/2021 attended the Winterfest Meeting.
- ❖ Finance attended on 11/19/2021 a Conference call with Patrick from Motorola Solutions regarding radios for Maintenance and Bogart Park.

**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:** December 8th, 2021

**Facility Users:**

COVID-19 Testing Facility at the Woman's Club will continue through December 31st, 2021.  
There are currently 2 different skating groups renting out the hockey rink weekly  
The Yoga Connection is at Noble Creek Community Center Monday through Wednesday  
Heart and Soul Line Dancing is at Noble Creek Community Center on Mondays  
Beaumont Library Story Time is at Noble Creek Community Center on Tuesdays  
Tennis instruction is ongoing at the Tennis Courts Tuesdays and Saturdays  
Square dancing classes have started at the Grange on Wednesdays


**District Events:**

Winterfest December 3rd 5:00pm-9:00pm and December 4th 2:00pm-8:00pm  
Last Event of the year!!  
There are 24 arts and craft vendors and 7 food vendors  
Snow hill will be set up Friday December 3rd  
Art Welch will be playing Santa Vickie Grunewald will be Mrs. Claus  
Beaumont Music Center, Dance Spectrum, St. Cabrini Dance, Sundance Elementary Choir, and Heart  
and Soul Line will be performing  
BCVWD has allowed us to use the Parking at the Ponds for Winterfest

**Community Events/Meetings/Networking**

Nancy, Ryann, Rodrigo, Jesse, and Nick participated in the City Veterans Day Parade on 11/11/2021  
I will be attending the Beaumont Chamber Breakfast on 12/10/21  
I attended the CAPRI Workers' Compensation webinar on 12/1/2021

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

  
Respectfully Submitted,  
Kyle Simpson, Activities Coordinator



Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Aaron Morris, Maintenance Foreman  
**Date:** 12/8/2021

**Report:**

Good Evening Board,

I want to thank everyone for the ongoing support with my recent leave of absence. I will be communicating with Duane and Staff remotely to continue daily operations. I hope everyone has a safe and festive Holiday Season and I am looking forward to seeing everyone at the Annual Holiday Party.

Here are a few items the Maintenance Department has been working on:

**Work Items:**

- Central Command Installation has been completed for Noble Creek Regional Park.
- The new building in the Maintenance Yard is wrapping up construction.
- Staff has been cleaning up and rearranging the yard to make it safer and more accessible.
- Staff fertilized the rest of the ballfields and open meadows at both Noble Creek Regional Park and Bogart Regional Park.
- Staff assisted and participated in running our Winterfest event.
- I will be working on the 4<sup>th</sup> Quarter Safety Committee Packet to finish off the year.
- Maintenance will be focusing on routine work for the rest of the month.

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

Respectfully Submitted,

Aaron Morris  
Maintenance Foreman



## BEAUMONT-CHERRY VALLEY

### RECREATION & PARK DISTRICT

#### Department Report

**To:** Chairman and Board of Directors  
**From:** Dodie Carlson, Athletic Coordinator  
**Date:** December 1, 2021

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#### **Reports:**

The fall adult ball season is just starting to wrap up playoffs and championships. The last game for the fall season will be December 19, 2021 with the Sunday co-ed division.

The winter wish presents were purchased, wrapped and delivered this past week. We were able to provide gifts to 2 families that had 6 children each. That was 46 gifts all together. I want to thank staff for hauling it all in and out of my car along with all the beautiful wrapping of the gifts. Along with the generous support from the teams that played in the Oktoberfest and Spooky Spectacular. It was a great joint effort by all.

The fall canned food drive will run thru 12-5-21, the adult ball teams have been extra generous this year. It will be a full truck load again. I want to thank staff for having to move it twice and getting it delivered to the facility.

I would like to thank the Board of Directors, General Manager, and staff for their constant work for this district. I am especially happy that we have all the fields back and they are greening up beautifully. The staff continues to make improvements and it shows. We will be looking sharp when we can get back to filling these fields every weekend with tournaments.

#### **Other:**

BYB has finished fall ball and has a small lull before the real fun begins. BYB ran a Black Friday special with a deeper early discount, over the holiday. They expected maybe a couple hundred. It was 286, you all know that means. We are going to be out of room.

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

Respectfully Submitted,

Dodie Carlson, Athletic Coordinator

# In Loving Memory of William (Bill) W. Thompson: 1935- 2021



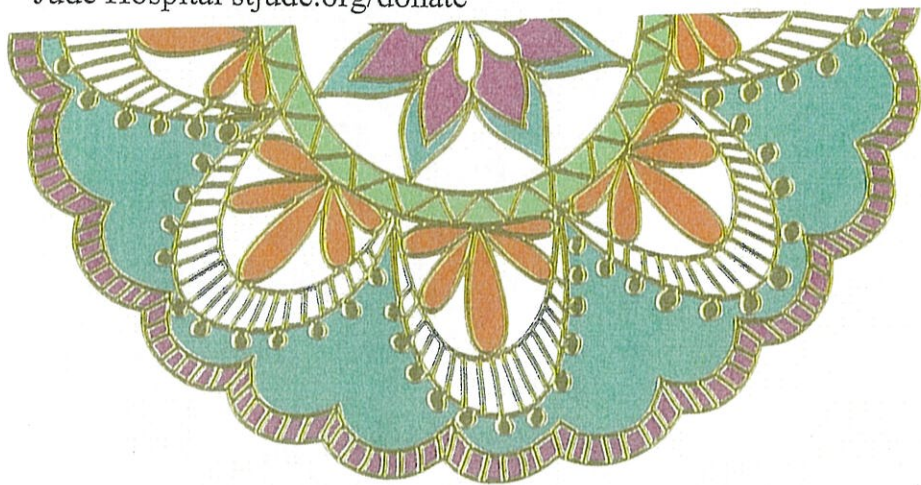
**In Loving Memory of William (Bill) W. Thompson: 1935-2021**

Posted Wednesday, December 1, 2021 4:18 pm

William (Bill) W. Thompson, 86, of Chehalis, Washington, passed away on Wednesday, Nov. 10, 2021, after a brief illness. Bill was born in Rochester, Minnesota on Aug. 22, 1935 to William and Mary Bell Thompson. He spent his summers living and working on Swede and Dorothy Culbertson's farm. At age 19, he joined the U.S. Marine Corp and was off to California. After his discharge from the military, he was hired by Danny Thomas, as the Big Muz Ranch foreman. While he was showing angus cattle for Big Muz, he met a young lady in the cow barns who was also showing cattle. This young lady, Wanda Lassley, would later become his wife. Bill was married to Wanda Lassley on Feb. 1, 1964. They were married 57 years. Bill owned Bill's Hydraulic Repair in Chehalis for decades. Bill's shop was also the local gathering place for anyone who needed to pick his brain, whether it was how to repair machinery, find obsolete parts, or any other piece of equipment. Mind you, this was done the old fashion way, because as he always said, "I can't find anything on that machine on the desk (i.e., the computer)." He closed the hydraulic shop and "retired" in the spring of 2021. This has been a loss for the local



community and his friends who were frequently stopping by to "check in." There was always someone stopping by the shop to find out what was going on in the area, get some advice, or just to say hello and check on Wanda. He was a longstanding member and retired from Lewis County Fire District 6 and was a member of Logan Hill Grange for many years. He had a lifelong passion for steam trains. He was actively involved in the restoration of Engine 15 and the beginning of the Chehalis-Centralia Railroad. Bill is survived by his wife Wanda Thompson; daughters Dodie Carlson, Jodi Thompson and Ann Clasey; grandchildren Kevin (Hilary) Carlson, Kenny (Nicole) Carlson, Kristine Carlson and Jessica (Evelio) Lopez; great-grandchildren Olivia and Wyatt Carlson, Kenzy, Emma and Colt Carlson and Alyssa Carlson; and sister Anita "Punky" Jacobson. Bill is also survived by his beloved sisters-in-law Shirley Sweet, Mary (Don) Church, Roxie (George) Nicewonger and numerous nieces and nephews, as well as many who called Bill dad and grandpa. Bill is preceded in death by his parents, William and Mary Bell Thompson, and father and mother-in-law, Leonard and Hazel Lassley. A celebration of Bill's life will be held at a future date. In lieu of flowers, Bill's family requests memorials be in the form of donations to St. Jude Hospital [stjude.org/donate](http://stjude.org/donate)



Thank You


Dear Board & Staff

Thank you for the beautiful plant and the prayers, thoughts for my family during this rough time in the passing of my Dad.

Sincerely Dale, Kristine  
& Family



# WE ARE *thankful* FOR YOU!



Dear BGCSSP Friend & Supporter,

While there have been challenges aplenty this year, we remain grateful for all that we have and, with your help, all that we have been able to accomplish.

There is still so much to be thankful for, most importantly, our rock star staff's ability to provide programs virtually and in person at a moment's notice. We have experienced an even deeper commitment to the impact of our programs and ensuring a sense of safety for our members. Most especially, we are thankful for you.

It is with this focus on gratitude and appreciation that we head into the holidays, knowing there is still much joy to be had. Thanks to you, the holidays will still be filled with happiness and wonder for the children we serve.

From our Club to your home, wishing you and your loved ones a very Happy Thanksgiving!

With a Grateful Heart,



**Amy Herr, CEO**  
Boys & Girls Clubs of the San Geronio Pass



Dear Duane : Board Members -

On behalf of the Boys & Girls Clubs, I wanted to offer our deepest appreciation for you allowing us to hold our event at Franco Gardens. It was stunningly beautiful. It also meant very much to us that many of you attended the event. We also want to recognize Kyle and the rest of the crew. Kyle

was so incredibly helpful and truly supportive throughout the planning, the set up & wrap up of the event - The funds raised during this event will be used to provide camp for teens during their out of school times.

Again thank you so much for everything!!  
Amy Green



**BOYS & GIRLS CLUBS**  
OF THE SAN GORGONIO PASS

12/08/21

To Whom It may concern,

For those of you who don't know me. My name is Annie Ploehn and I own Sensational Tanning Salon and AP Rentals.

I started doing events with Noble Creek 15 years ago w/ Roz. And I started doing the kids zone about ten years ago with Diane. Events with the parks district are always fun. Getting up to the day of the event can be stressful, and it definitely takes a team. So when I know my event is with the parks district I know it will be a good one, and that I'm in good hands. Everyone here (meaning staff) is very supportive & helpful.

In the last 15 years I have never attended a board meeting w/ a complaint until today

Winterfest was just this past weekend, and it didn't disappoint. Great event. I ran the kids zone as I always do. I had a gentleman come to my booth Friday night, whom I didn't know from Joe Blow. He asked me "how much?" I said "\$5." He says "well I'm a board member it should be free!". I replied "well in that case it should be \$20. Diane was just here and if he had kids he would have paid." He asked "Diane Burke?" I said "yes." He said "well he just left." And I said, "that's fine but he always greets me at the events because I've been here 15 years". His response "I'm his boss!". I could feel myself turning red and shaking.

At this point I don't really care who he is. His tone was very degrading and the intimidation factor was not helping the situation. I was pissed. I work really hard to make sure the kids zone is the best I can make it. And for him to think just because of his title he was entitled to my booth for free disgusts me.

Being a board member he should be held at a higher standard than the average person. Not entitled. Even my friends pay. They go to support me and my business. Not run me out of business.

This is not the first time this gentleman has felt entitled to a free wristband for his family members. But he's said the same thing @ movie night & market night. I didn't give in @ any event. ~~But~~ ~~And~~ ~~fridays~~ event was different because of his intimidation factor <sup>and his tone</sup>. I felt so belittled. Not one person from the parks district has treated me like this.

I would like him to understand his position. And how important vendors are for any event. Without the vendors you wouldn't have events. And Every person who walks into my kid zone is just as important as the other. No one is above anyone.

Thank you!

He was @ that event as a parent that night. Not a board member.



City of Beaumont  
550 E 6<sup>th</sup> Street, Beaumont, Ca 92223  
(951) 769-8520  
[www.BeaumontCa.gov](http://www.BeaumontCa.gov)

## NOTICE OF REORGANIZATION

On December 7, 2021, the City of Beaumont City Council reorganized, as follows:

Mayor	Lloyd White
Mayor Pro Tempore	Julio Martinez III
Council Member	David Fenn
Council Member	Rey Santos
Council Member	Michael Lara
City Clerk	Steven Mehlman
City Treasurer	Baron Ginnetti

Regular City Council Meetings are held on the first and third Tuesday of each month, with closed session commencing at 5:00 p.m. and open session commencing at 6:00 p.m. unless otherwise noticed, in the Council Chamber, 550 E Sixth Street, Beaumont, Ca 92223.

### Key Personnel

City Manager	Todd Parton
Assistant City Manager	Kristine Day
City Attorney	John Pinkney (of SBEMP Attorneys)
Finance Director	Jennifer Ustation
Chief of Police	Sean Thuilliez
Deputy Chief of Police	Anthony Yoakum
Administrative Services Director	Kari Mendoza
Community Development Director	Christina Taylor
Planning Manager	Carole Kendrick
Economic Development Manager	Kyle Warsinski
Community Services Director	Elizabeth Gibbs
General Manager of Utilities	Thaxton Van Belle
Public Works Director	Jeff Hart

Dated: December 8, 2021

CALIFORNIA

# SPECIAL DISTRICTS

Volume 16, Issue 5 • September-October 2021

Special Districts Association

Feature • PAGE 20

## Cooperation Among Water Agencies Brings Wave of Success: How Can Your Agency Ride the Wave?

Managing Risk • Page 32

Navigating and Understanding Conflicts of Interest in the Public Sector



Solutions and Innovations • Page 26

Padre Dam DigAlert Saves Resources & Helps Provide Timely Information



Take Action • Page 40

Governor Signs CSDA Sponsored Bill on Remote Public Meetings

Compressed workweeks also introduce personnel challenges and administrative complexities that can fall on the HR and payroll team. Think about these scenarios and how existing HR technology can support it while asking yourself the following questions:

Do I have an easy way to track my non-exempt employees on a regular schedule AND those on a compressed schedule, or will I have to be running duplicate processes to manage this?

Do I have an easy way to schedule my employees to make sure that customer service isn't impacted due to certain employees having a compressed workweek?

Will I be able to track and manage two sets of timesheets, pay rules, meal and rest breaks, accrual calculations, and so on?

When implementing any new

workforce management strategy, it is important to understand the business impacts. Compressed work schedules add inherent complexity into a timekeeping process. For example, the 4/10 alternative workweek must be voted in by employees, then obligates employers to guarantee the 10 hours a day and must be filed with the labor commissioner. Also consider how to manage multiple employee groups with different time calculations and the effort required to remain compliant.

Modern HCM solutions on the market today are uniquely equipped to manage workforce complexities like compressed workweeks. Features like configurable employee profiles that determine specific time and pay calculations make it possible to manage unique employee segments. A system that can see what employees belong

to a specific profile and then apply rules to calculate the appropriate time worked, leave accruals, required breaks, overtime etc. eliminate tedious manual work and compliance risk.

**OnePoint HCM** combines powerful, enterprise-class HR technology with dedicated support services to help California business and agencies strengthen and streamline their workforce HCM. Our single-database HR platform configurable to the unique needs of our clients today and flexible to scale with new trends and laws. By unifying employee data in one seamless platform, clients reduce administrative burdens, increase productivity, and boosts engagement across the organization, while managing compliance obligations with confidence.

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## Beaumont-Cherry Valley RPD Mitigates Wildfire Damage with Help from CSDAFC

The devastating fire season of 2020 had an impact on many special districts in California. Beaumont-Cherry Valley Recreation and Park District in Riverside County was no exception. The Apple Fire

and El Dorado Fire in nearby San Bernardino County raged in and around their park in Cherry Valley, leaving burn scars that put both the park and the community downstream at risk of damage from potential debris flows.

Repairs to mitigate this risk were crucial, but the unexpected cost was not readily available in the district's budget. General Manager Duane Burk contacted the CSDA Finance Corporation (CSDAFC) for funds to make the necessary repairs and minimize risk of damage from future runoff. The CSDAFC consultants from Municipal Finance Corporation arranged a 5-year loan at 2.95% without any points or fees. Now the district is well prepared for future rainstorms and able to complete several other projects as well.

General Manager Burk was grateful for the CSDAFC efforts on behalf of the district. "Words do not describe how thankful we are to work with people who care. Your entire team was extremely helpful during the funding process."

**The CSDA Finance Corporation is here to help. Our expert consultants can find financing solutions for a wide variety of district needs. Please visit [www.csdafinance.net](http://www.csdafinance.net) for more information or to request no cost, no obligation rate quote.**