



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 14, 2018
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

DISTRICT CLOSED SESSION – Closed Session to Begin at 5:30pm (1 Item)

Roll Call:

Director De La Cruz _____ Director Ward _____ Treasurer Diercks _____
Vice-Chair/Secretary Hughes _____ Chairman Flores _____

Conference with Legal Counsel

1. Property Negotiations, Bogart Park. Pursuant to Government Code Section 54956.8

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

WORKSHOP SESSION: Workshop Begin at 6:00pm (1 Item)

Bogart Park Operating Agreement & Reassignment of Lease.

REGULAR SESSION: Regular Session to Begin at 6:30pm

Roll Call:

Director De La Cruz _____ Director Ward _____ Treasurer Diercks _____
Vice-Chair/Secretary Hughes _____ Chairman Flores _____

Presentations:

Invocation:

Pledge of Allegiance:

Adjustments to Agenda: Government code sec 54954.5(b) (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:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a “Request to Speak Form” and give it to the clerk before the start of the meeting. There is a three (3) minute limit on public comments.

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

- 2.1 Minutes of October 10, 2018 Board Meeting
- 2.2 Bank Balances October 2018
- 2.3 Warrants for October 2018
- 2.4 Landmark Agreement for Cell Tower Lease

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

- 3.1 Resolution 2018-02, Amendment of the Conflict of Interest Code
- 3.2 Approval of 2019 Board Meeting Dates
- 3.3 Approval of the 2019 Holiday Schedule
- 3.4 Approval of Fiscal Year 16/17 Audit
- 3.5 Approval of Facility Use License Agreements
 - 3.5.1 - Cherry Valley Horsemen's Association
 - 3.5.2 - Thunder Alley
 - 3.5.3 - Take off Pounds Sensibly (T.O.P.S.)
 - 3.5.4 - Church for Family
 - 3.5.5 - CAST Players
 - 3.5.6 - Beaumont Woman's Club
 - 3.5.7 - San Gorgonio Pass Historical Society
 - 3.5.8 - Primoz Cuisine
 - 3.5.9 - Beaumont Youth Baseball
 - 3.5.10 - Table of Plenty
- 3.6 Adopt Reassignment Lease and Operating Agreement, Bogart Park
- 3.7 Declare Surplus Property
- 3.8 Authorization to Purchase Toro 4000 Lawn Mower
- 3.9 Garland Roofing Material Purchase thru CMAS
- 3.10 Approval of 2019 Events
- 3.11 Approval of 2019 Parking Fee Days

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington
Financial Services Technician/Office Manager: Nancy Law
Activities Coordinator: Kyle Simpson
Athletic Coordinator: Dodie Carlson
Maintenance Foreman: Frank Flores
General Manager: Duane Burk

5. CALENDAR OF EVENTS:

- 5.1 Committee Meetings
 - Collaborative Agency - First Wednesday Bi-Monthly, 5:00pm NCCC
 - Finance - 1st Thursday of Every Month 5:00 pm NCCC
 - Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
 - BCVRPD Board Meeting Schedule, NCCC
 - December 12, 2018
 - January 9, 2019
 - February 13, 2019
- 5.2. Upcoming Holidays
 - Thursday and Friday November 22 & 23, 2018 Thanksgiving

- Monday and Tuesday December 24 & 25, 2018 Christmas
- Monday December 31, 2018 New Years Eve

5.3. Events

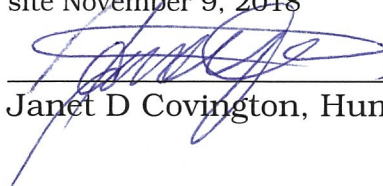
- Winterfest – November 30 to December 1, 2018
- Staff Holiday party, Friday, December 14, 2018 5pm to 11:00pm @ The Cherry Valley Grange Community Center

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 web site November 9, 2018

 for Janet Covington

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



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, October 10, 2018**

MINUTES

DISTRICT CLOSED SESSION – Closed Session to Begin at 5:00pm (1 Item)

Closed session began at 5:14pm

Roll Call:

Director De La Cruz A Director Ward X Treasurer Diercks A
Vice-Chair/Secretary Hughes X Chairman Flores X

Conference with Legal Counsel

1. Potential litigation Pursuant to Government Code Section 54956.9
Returned from closed session at 5:42. Legal Counsel reported no action taken.

BEAUMONT CHERRY VALLEY RECREATION AND PARK IMPROVEMENT CORPORATION (BCVRPIC) : BCVRPIC to begin at 5:30pm

BCVRPIC session began at 5:42pm. The session ended at 5:46pm.

WORKSHOP SESSION: Workshop to Begin at 6:00pm (1 Item)

Workshop session began at 6:00pm with Treasurer Diercks present.

First Draft Fiscal Year 16/17 Audit

Duane reported the audit should have been completed about March this past year but there were a couple of items that held it up. The District hired a new auditing firm, Singer Lewak and there were additional duties that needed to be provided. Primarily, the biggest setback was the fixed assets reports for appraisals of our properties and facilities. The fixed asset report is required by special districts. The change in the government code was unknown to staff. He reported he hired a third party independent contractor to complete the appraisals and the additional funding for the appraisals was about \$12,000.00 and the research took a lot of time. A new program for tracking assets is being purchased and will appear in the next budget as well as new item numbers. Duane reported the auditor we were initially working with became gravely ill and another auditor replaced him.

Duane introduced CPA Laurie Marscher. Laurie gave a background of her qualifications. Laurie has been working with staff making adjustments and preparing for the audit. She reviewed items in the financial statement and responded to questions of the board. Duane said the board will review the draft and there may be questions that he may forward to her for clarification. His goal is to bring it back to the November board meeting for approval. Laurie said we should be expecting two letters from the auditors. The letters will state how the audit went and what the findings were. At that time the deficiencies will need to be corrected.

Chairman Flores reported that if an additional workshop is needed, it will be held a week before the November 14th meeting. (November 7th)

Vice-Chair/Secretary Hughes thanked Laurie and expressed his appreciation for her help. The workshop session ended at 6:26pm.

REGULAR SESSION: Regular Session to Begin at 6:30pm

Regular session began at 6:30pm.

Roll Call:

Director De La Cruz __ A__ Director Ward __X__ Treasurer Diercks __X__
Vice-Chair/Secretary Hughes __X__ Chairman Flores __X__

Presentations: None

Invocation: The invocation was given by Marc Hodnick, St. Kateri Catholic Church

Pledge of Allegiance: The pledge of allegiance was led by Treasurer Diercks

Adjustments to Agenda: None.

1. PUBLIC COMMENT:

Jeffrey Burke, a patron of the dog park spoke. He said the tree project he has been working on is going well. He would like to see if a roller could be made available and he is in need of another load of soil. Jeffrey said they are continuously filling in holes. He said he had a question on a leak on the small dog side and it has been answered. He said that once the soil is down and compacted completely he would like the tree taken care of. He stated everything is going good working hand in hand with Frank.

2. CONSENT CALENDAR:

- 2.1 Minutes of September 12, 2018 Board Meeting
- 2.2 Bank Balances September 2018
- 2.3 Warrants for September 2018

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

Initial Motion: Vice Chair/Secretary Hughes

Second: Director Ward

Result of Motion: Carried 4-0

Roll call Vote:

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:

- 3.1 First Draft Fiscal Year 16/17 Audit

Nancy Law recommended the board review the audit, send questions to the general manager and bring it back for approval at the November board meeting.

Motion was made to accept item 3.1

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 4-0

Roll call Vote:

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.2 Approve Notice of Completion for the 17/18 Community Development Block Grant

Nancy reported there was a 9% change order on the project that had been reviewed by finance. She asked the directors to review the notice of completion and recommended approval so it can be submitted to the Riverside County Recorder's office. Duane commented he feels it is a great addition to our facilities.

Motion was made to accept item 3.2.

Initial Motion: Director Ward

Second: Treasurer Diercks

Result of Motion: Carried 4-0

Roll call Vote:

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

Janet reported that there was one departed employee. The District currently has 33 employees. She reported the Biennial Conflict of Interest Code has been reviewed and is scheduled for approval at our November 14, 2018 board meeting. She also said the fiscal year 17/18 final payroll report was completed and forwarded to CAPRI. Janet said there have not been any new workers compensation cases. The Safety Compliance Company provided "Power Tools" safety training in the maintenance department on September 26, 2018.

She reported that Part Time Maintenance worker, Cameron Mondello completed and received his certificate for "Blood borne and communicable Disease Training for Emergency Response Personnel" and he also completed "First Responder Awareness training both at Crafton Hills College. There hasn't been any update on the Flores injury claim of 8/2016 and we are expecting an update in January. She announced the staff holiday party is scheduled for Friday, December 14 at the Grange starting at 5:00 pm and we will be having a casino night and escape room experience as well as our awards and gift exchange. She asked the directors to submit their "Directors Choice" by the next board meeting so we can order the name plate for presentation at the event. Janet will be gone to Tahoe October 21 to 26 for the Board Secretary's conference. Nancy will be attending the conference with her. The following week she will be back for a day and then off for her daughter Jolene's wedding returning on November 7. Janet reported she has been preparing for the November board meeting items prior to her time off.

Financial Services Technician/Office Manager: Nancy Law

Nancy reported that the Finance Committee met and reviewed the September 2018 financial statements. She reported she received deposits into the Riverside County Fund for August \$6,472.88 and September \$68,847.62 and current unsecured #1 \$65,101.86 as well as 4th quarter accruals in the amount of \$3,745.76. Nancy transferred into the reserve fund \$5000.00 bringing the balance to \$362,118.05. She reported she attended the collaborative meeting. She has met with Ed from Ponderific on the wishing well and is waiting on the plans to come back. She attended along with Kyle, the Good Morning Beaumont Breakfast where he announced our events. Nancy completed payroll in Janet's absence. She reported she has been working with the activities coordinator on Oktoberfest and working with the auditors. She also reported she has been working on wrapping up the

CDBG project and the 19/20 application for CDBG. Nancy reported on the DIF fees and said we have received 317 single families for a total of \$160,814.10. She will be gone Oct 21 -26 at the conference with Janet.

Activities Coordinator:

Kyle reported he has been busy with facility rentals and showing properties to potential users. He reported the Grange and Women's Club have been busy with events. He reported Oktoberfest was a success and appreciates all the help from board members and staff. He said he received great comments as well as negative and will take those comments and see how things can change for next year. Kyle reported the Pumpkin Carve is scheduled for October 27th and asked the directors for candy donations. He said the applications have been sent out to the vendors and he is working on getting donations from local businesses and getting decorations. He reported Winterfest is November 30 and December 1st and applications have been sent out to the vendors. Kyle attended the good morning breakfast and met a lot of people. He said he attended the facility ad-hoc meeting. He stated he will have the facility license agreements for approval at the November 14 board meeting.

Athletic Coordinator: Dodie Carlson

Dodie reported slow pitch is moving along with an increase of 16 teams for a total of 37. She said she needs field #8 and then 9, 10 and 11. She said the Oktoberfest slow pitch tournament had 5 teams with a net profit for Winterwish of approximately \$110.00. She said the Spooky Spectacular costume tournament will be on October 26 and toys for tots in December. She said the fields are booked 7 days a week. She reported the Engine 57 tournament is scheduled for October 20 and 21 and is expecting 85 to 90 teams.

Maintenance Foreman: Frank Flores

Frank reported the maintenance department has been involved with the Noble Creek Community Center kitchen renovations and the outside construction. He reported the LED lighting was added to the field 1 parking lot. He said there was a lot of work that went in to Oktoberfest and they had minimal issues. The new generator helped and next year he would like to purchase more spider boxes. They had a new dance floor built and the maintenance department lacquered it. His department was been working on irrigation issues and their upcoming projects include the dog park, Leone's garden and preparing the fields for the Engine 57 tournament.

General Manager: Duane Burk

Duane reported he attended the collaborative meeting with Chairman Flores and Director Ward. He attended a couple of Bogart meetings. The next Bogart meeting is next Monday. Director Ward will be attending with him. Duane stated the improvements are moving forward. He said he attended the San Gorgonio Pass Water Agency meeting regarding the rate increase for water and the likeliness for that is prominent. He will know more later. Duane said he also attended a meeting for Lloyd White and Mike Lara who are running for the City of Beaumont. Duane reported the BYB season will start in January and he wants to get renovations completed on field 1 before then. He said they are moving forward on the restroom project in the maintenance yard. He also said he is pleased with the restroom and improvements at Noble Creek Community Center and he would like to schedule a ribbon cutting and asked the board to consider a gift of appreciation for Supervisor Marion Ashley. Duane reported the cell tower is almost complete. The legal language is being reviewed by legal. He may request a special meeting in October for that issue. Duane pointed out the employee newsletter to the board that Janet & staff put together.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm NCCC
- Finance – 1st Thursday of Every Month 5:00 pm NCCC
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
- BCVRPD Board Meeting Schedule, NCCC
November 14, 2018, December 12, 2018 and January 9, 2019

5.2. Upcoming Holidays

- Monday November 12, 2018 – Veteran’s Day, Observed
- Thursday and Friday November 22 & 23, 2018 Thanksgiving
- Monday and Tuesday December 24 & 25, 2018 Christmas
- Monday December 31, 2018 New Years Eve

5.3. Events

- Pumpkin Carve – October 27, 2018
- Winterfest – November 30 to December 1, 2018
- Staff Holiday party, Friday, December 14, 2018 5pm to 11:00pm @
The Cherry Valley Grange Community Center

DIRECTORS MATTERS/COMMITTEE REPORTS

Director De La Cruz: Absent

Director Ward: Denise Ward commented that all the construction looks great and it’s very exciting. She congratulated and thanked the staff on the successful Oktoberfest and said she has a great time and received several compliments and no complaints. She thought there were good vendors. She also congratulated Dodie on having a lot of softball teams.

Treasurer Diercks: Chris Diercks congratulated the staff for doing a great job. He agreed with Denise that Oktoberfest was really good and he didn’t hear any negative comments. He said the finance committee decided that profits from the Oktoberfest beer sales will go to the foundation bank account and that Duane will come up with the paperwork for that as well as some of the parking fees.

Vice Chair/Secretary Hughes: Dan Hughes congratulated Director Ward on her Chairman position on the Collaborative Agency and he will be there to help her. He said he felt Oktoberfest went well and thanked Kyle for a really good job. He pointed out that counsel and his family were there doing the chicken dance. He suggested considering a case of wine with the boards names on it for Supervisor Ashley’s retirement and thinks all the board should try to attend the retirement function. He thanked Nancy for the work she did on the audit. He asked everyone keep Director De La Cruz’s mother in their thoughts and prayers while she is going through a difficult time with her chemotherapy.

Chairman Flores: John Flores thanked the board members for filling in for each other at meetings when they aren’t able to attend. He feels it’s important for our presence at the meetings. He is looking forward to the next Bogart meeting to see the progress. He also indicated the time line for acquiring Bogart is January 2019. John said the existing staff did a great job covering Oktoberfest with 3 new activities coordinators in 4 years. He expressed all staff did a fantastic job. Everything went very smooth and liked what he saw there.

Duane expressed he has been in the business since 1982 and this was the most difficult audit he has ever went through.

6. ADJOURNMENT:

The meeting was adjourned at 7:06pm

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 10/31/2018

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 138,530.94	\$ 245,372.64	\$ 167,161.64	\$ 60,319.94	
2 Bank of Hemet - Payroll Account	\$ 10,252.85	\$ 60,976.44	\$ 85,000.00	\$ 34,276.41	PR Thru 10/19/2018
3 Bank of Hemet - Project Account	\$ 109,348.27	\$ 90,396.71	\$ 63,177.44	\$ 82,129.00	
4 Bank of Hemet MM	\$ 218,634.87	\$ 210,000.00	\$ 2,235.23	\$ 10,870.10	
5 Bank of Hemet - Reserve Fund	\$ 362,118.05	\$ 57,383.19	\$ 5,042.19	\$ 309,777.05	
6 Bank of Hemet - Quimby/DIF	\$ 13,858.15		\$ 5,582.27	\$ 19,440.42	
7 Petty Cash	\$ 518.56	\$ 192.70	\$ 174.14	\$ 500.00	
8 Riverside County Fund	\$ 437,080.66			\$ 437,080.66	FY 17/18 Tax Distributions
9					
10	\$ 1,290,342.35	\$ 664,321.68	\$ 328,372.91	\$ 954,393.58	
11					
12 Bank of Hemet - Money Market	Balance	Payables	Deposits	Revised	Notes/Comments
13 All	\$ 130,379.49	\$ 210,000.00	\$ 7.34	\$ (79,613.17)	
14 NCM Tract# 29267	\$ 6,565.00			\$ 6,565.00	
15 Verizon Wireless Cell Tower	\$ 60,023.34		\$ 2,227.89	\$ 62,251.23	
16 BCVRPD/BYB Joint Project Fund	\$ 21,667.04			\$ 21,667.04	
17					
18 Total	\$ 218,634.87	\$ 210,000.00	\$ 2,235.23	\$ 10,870.10	
19					
20 Bank of Hemet - Project Account	Balance	Payables	Deposits	Revised	Notes/Comments
21 All	\$ (249,805.44)	\$ 41,794.88	\$ 40,000.00	\$ (251,600.32)	BWW CDBG Project
22 Fac Use/Bldgs	\$ 57,807.07	\$ 16,071.99	\$ 5,300.54	\$ 47,035.62	
23 Equestrian Arena	\$ 2,761.23			\$ 2,761.23	
24 Field Rentals (BCVRPD)	\$ 36,384.29		\$ 3,020.00	\$ 39,404.29	
25 Adult Softball	\$ 41,590.67	\$ 2,632.87	\$ 1,175.00	\$ 40,132.80	
26 Tournaments	\$ 164,664.60	\$ 5,096.81	\$ 6,236.00	\$ 165,803.79	
27 Special Events	\$ (6,665.77)	\$ 17,613.88	\$ 1,185.90	\$ (23,093.75)	
28 RV	\$ 86,925.62		\$ 4,235.00	\$ 91,160.62	
29 Field & Equipment Maintenance (Parking \$)	\$ (55,079.47)	\$ 6,806.28		\$ (61,885.75)	
30 Banner Sales	\$ 30,765.50	\$ 380.00	\$ 2,025.00	\$ 32,410.50	
31					
32 TOTAL PROJECT ACCOUNT	\$ 109,348.30	\$ 90,396.71	\$ 63,177.44	\$ 82,129.03	
33					
34 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
35 Operating Reserve	\$ 235,107.96		\$ 5,042.19	\$ 240,150.15	NOT to be USED
36 Capital Reserve	\$ 234,829.38	\$ 57,383.19		\$ 69,626.90	Min Balance of \$50,000
37					
38					
49 TOTAL RESERVE ACCOUNT	\$ 362,118.05	\$ 57,383.19	\$ 5,042.19	\$ 309,777.05	\$ 19,626.90

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 10/31/2018

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
50 Bank of Hemet	\$ 2,692.23		\$ 21,173.00	\$ 23,865.23	Oktoberfest 2018 Beer Income

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
October 2018

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Bill Pmt -Check	10/01/2018	1001184451	CalPERS-OPEB	Accrued Liability as of June 30, 2016 - Rate Plan: 1357	-3,686.80
Check	10/02/2018	121739	Dan Hughes	Director Fees - September 2018	-500.00
Check	10/02/2018	DB10022018	Sugoi Sushi	Bus. Meal - Burk, Duane and Hughes, Dan	-35.01
Check	10/02/2018	JC10022018	Smart & Final	Kitchen Remodel, Holiday Party, Janitorial Supplies, Office Supplies	-267.94
Check	10/02/2018	Fee	Global Pay	Credit Card Machine - \$ Sales	-751.59
Check	10/03/2018	121740	Grand American Builders, Inc.	Kitchen Renovation (T & M)	-9,145.23
Bill Pmt -Check	10/04/2018	121742	BDL Alarms, Inc.	Monthly Alarm Service	-224.00
Bill Pmt -Check	10/04/2018	121743	Blue Shield	Employee - Dental Insurance	-455.40
Bill Pmt -Check	10/04/2018	121744	Capri	1st Half - General Liability, Auto & Property	-15,633.00
Bill Pmt -Check	10/04/2018	121745	CARPD	Membership Dues FY 7/1/18 - 6/30/19	-1,500.00
Bill Pmt -Check	10/04/2018	121746	Department of Justice	Fingerprinting - Simpson, Kyle, Hershey, Stephane & Bennette, Jeramiah	-96.00
Bill Pmt -Check	10/04/2018	121747	Frontier Communications	Monthly Wifi - Grange & Woman's Club	-174.29
Bill Pmt -Check	10/04/2018	121748	Image Source	Monthly Copy Service	-221.18
Bill Pmt -Check	10/04/2018	121749	Land Engineering Consultants, Inc.	Boundary/Topo Survey	-8,991.00
Bill Pmt -Check	10/04/2018	121750	Merlin Johnson Construction, Inc.	Storm Drain between 5 & 6	-28,180.42
Bill Pmt -Check	10/04/2018	121751	NBS	Prelim Phase 1 System Audit Bogart	-3,750.00
Bill Pmt -Check	10/04/2018	121752	Smith Pipe & Supply	Valve Box - irrigation	-365.98
Bill Pmt -Check	10/04/2018	121753	TLC Landscape Services, Inc.	Monthly Landscaping Services	-820.00
Bill Pmt -Check	10/04/2018	121754	Turf Star, Inc.	Tool Box (Office Cart), Monthly Machine Service September & October 2018	-1,793.75
Bill Pmt -Check	10/04/2018	121755	UniFirst Corp	Weekly Uniform & Janitorial Supplies	-274.99
Bill Pmt -Check	10/04/2018	121756	Xerox Financial Services	Monthly Copier Rental	-559.07
Bill Pmt -Check	10/04/2018	1001178813	CalPERS	Employee - Medial Insurance	-6,329.03
Bill Pmt -Check	10/04/2018	8825-8827	CalPERS	Employee - Retirement	-4,080.99
Bill Pmt -Check	10/04/2018	NCLH7-GKMCX	Chevron	Monthly Gas Services	-919.87
Bill Pmt -Check	10/04/2018	18113548755	Colonial Life	Employee - Life Insurance	-652.06
Bill Pmt -Check	10/04/2018	10082018	Nationwide Retirement Solutions	Employee - Retirement	-250.00
Check	10/04/2018	121741	BMW & Company	NCCC Extras on ADA Accessibility project	-33,398.68
Bill Pmt -Check	10/04/2018	10042018	Nextiva	Monthly Phone Service	-219.79
Bill Pmt -Check	10/04/2018	6245277531	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-293.50

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
October 2018

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/04/2018	135277931	SCE (0135)	Utilities - Electric (Woman's Club, Grange, Snack Bar, NCCC Maintenance Parking lot and Back lot)	-3,296.00
Bill Pmt -Check	10/04/2018	195277531	SCE (0195)	Utilities - Electric (Field #1 - #4)	-241.17
Bill Pmt -Check	10/04/2018	435277431	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-182.45
Bill Pmt -Check	10/04/2018	1947277331	SCE (1947)	Utilities - Electric (Hughes Trailer)	-112.72
Bill Pmt -Check	10/04/2018	062277931	SCE (2062)	Utilities - Electricity (RV Park)	-1,138.57
Bill Pmt -Check	10/04/2018	179277931	SCE (6179)	Utilities - Electric (General Electric & Thunder Alley)	-1,443.18
Bill Pmt -Check	10/04/2018	2770009	SoCalGas	Utilities - Gas - Grange & NCCC	-66.80
Bill Pmt -Check	10/04/2018	69843913567	Waste Management of the IE	Utilities - Trash - Park, NCCC, Woman's Club & Construction	-3,482.29
Check	10/05/2018	121757	Artwork Paint Company	Noble Creek Community Center - Painting	-6,208.48
Check	10/08/2018	DB10082018	The Sand Trap Bar & Grill	Bus Meal - Burk, Duane, Flores, Frank, & Morris, Aaron - Maintenance	-48.86
Check	10/08/2018	JC10082018	Webstaurantstore.com	Trash Can for Kitchen Remodel	-111.99
Bill Pmt -Check	10/08/2018	754100104	Verizon Wireless	Monthly - Wireless phone Service	-549.59
Check	10/10/2018	121758	John Flores	Director Fees - September 2018	-400.00
Check	10/10/2018	KS10102018	Dollar Tree Store	Pumpkin Carve Decorating Kits/Carving Kits	-59.46
Check	10/10/2018	AF10102018	Beacon Athletics	Replacement Spikes (Nail Drags)	-162.40
Check	10/11/2018	121759	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - (1) Law, Nancy	-20.00
Check	10/11/2018	121760	Chris Diercks.	Director Fees - September/October	-400.00
Check	10/11/2018	RF10112018	Thayer Publishing's	Holiday Greeting Cards	-315.93
Check	10/12/2018	121761	Dawn Blood	Refundable Security Deposit - Celebration of Life - 9/8/2018	-250.00
Check	10/12/2018	121762	Jason Schmidt	Refundable Security Deposit - Wedding - 10/6/2018	-500.00
Check	10/12/2018	121763	Dana Worthy	Cancellation of Vendor Booth for Oktoberfest	-150.00
Check	10/14/2018	DC10142018	Oak Valley Chevron	Gas Cans	-62.87
Check	10/14/2018	DC10142019	Oak Valley Chevron	Gas Cans	-62.87
Bill Pmt -Check	10/15/2018	121764	Acorn Technology Services	Monthly IT Service	-1,870.00
Bill Pmt -Check	10/15/2018	121765	BCVWD 8-005	Utilities - Water - Grange	-241.39
Bill Pmt -Check	10/15/2018	121766	BCVWD 8-006	Utilities - Water - Grange (Fire)	-51.82
Bill Pmt -Check	10/15/2018	121767	Beaumont Do it Best	Keys, Irrigation & Rake	-217.11
Bill Pmt -Check	10/15/2018	121768	BSN Sports	(4) 5 Row Vertical Picket Bleachers	-15,623.71
Bill Pmt -Check	10/15/2018	121769	Cherry Valley Nursery	Flowers and Plants to Repair Franco Gardens	-451.29
Bill Pmt -Check	10/15/2018	121770	CR&R 01467	Utilities - Trash - Grange	-141.38

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
October 2018**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/15/2018	121771	Diamond Environmental Services	Monthly Porta Potty (Field #7)	-114.49
Bill Pmt -Check	10/15/2018	121772	Elite Enforcement	Monthly Security Service	-2,112.00
Bill Pmt -Check	10/15/2018	121773	First Bankcard 8849	Stamps, & Conference Burk, Duane Hotel	-259.97
Bill Pmt -Check	10/15/2018	121774	Frontier Communications	Monthly Wifi - NCCC & Maintenance	-162.97
Bill Pmt -Check	10/15/2018	121775	Inland Lighting Supplies, Inc.	Field Walkway LED Lighting	-1,965.36
Bill Pmt -Check	10/15/2018	121776	Jani-King of California, Inc	Monthly Janitorial Service	-1,285.19
Bill Pmt -Check	10/15/2018	121777	Laurie K. Marscher, CPA	CPA Service, Audit	-1,000.00
Bill Pmt -Check	10/15/2018	121778	Pro-Pipe & Supply	Irrigation Supplies	-852.12
Bill Pmt -Check	10/15/2018	121779	Safety Compliance Company	Safety Meeting 9/26/2018- Topic #28 - Power Tools	-250.00
Bill Pmt -Check	10/15/2018	121780	Slugg Bugg Pest Control	VOID:Stop Payment 10/31/2018 - Never Received Check At Address	0.00
Bill Pmt -Check	10/15/2018	121781	UniFirst Corp	Weekly Uniform & Janitorial Supplies	-86.11
Bill Pmt -Check	10/15/2018	10042018	Rosalind Otero	Previous Employee - Life Time Medial	-177.98
Bill Pmt -Check	10/15/2018	1184447-49	CalPers	Employee - Retirement	-4,251.14
Bill Pmt -Check	10/15/2018	10152018	Nationwide Retirement Solutions	Employee - Retirement	-250.00
Bill Pmt -Check	10/15/2018	8157492356	Office Depot	Office Supplies	-576.74
Bill Pmt -Check	10/15/2018	2880069	SoCalGas	Utilities - Gas - Woman's Club	-64.81
General Journal	10/15/2018	1086		Transferred from Money Market for Bills	35,000.00
Check	10/15/2018	10152018	Oriental Trading Co.	Pumpkin Carve - Award Ribbons & Table Cloth	-23.26
Check	10/15/2018	121812	Grand American Builders, Inc.	NCCC Building Expansion (T & M)	-9,849.34
Check	10/15/2018	DC10152018	Oak Valley Chevron	Gas Cans	-21.84
Check	10/16/2018	121782	Janet D Covington	Perdiem - CSDA Board/Secretary Conference 10/21/18- 10/25/18 Covington, Janet	-320.00
Check	10/16/2018	121783	Nancy Law	Perdiem - CSDA Board/Secretary Conference 10/21/18- 10/25/18 Law, Nancy	-407.20
Check	10/18/2018	AF10182018	Domenico's Italian Kitchen	Business Meals - Pizza - Maintenance Crew	-84.26
Check	10/19/2018	RF10192018	Dollar Tree Store	Pumpkin Carve - Candy Bags	-8.62
General Journal	10/19/2018	1089		Transferred from Money Market for Bills or payments need while away at conference	20,000.00
Check	10/24/2018	AF10242018	Sentry Supply	Parts to fix Handicap Stall Men's Restroom 5 & 6	-86.79
Check	10/25/2018	DC10252018	Joann	Spooky Spectacular Tournament	-16.10
Check	10/25/2018	DC10252018	99 Cent Store	Spooky Spectacular Tournament	-59.93
Check	10/25/2018	DC10252018	Michaels	Spooky Spectacular Tournament	-46.55

**Baumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
October 2018**

Type	Date	Num	Name	Memo	Amount
Check	10/25/2018	JC10252018	CSDA	Book purchase	-15.00
Check	10/26/2018	DC10262018	Dollar Tree Store	Spooky Spectacular Tournament	-80.22
Check	10/26/2018	JC10262018	Maverik Gas	Rental Car - Gas - CSDA Conference	-19.23
Check	10/28/2018	DC10282018	The Home Depot	Banners/Sandwich Boards	-110.13
Check	10/28/2018	DC10282019	Wal-Mart	Banner/Sandwich Boards	-32.75
Check	10/30/2018	10302018	Baumont Chamber of Commerce	Region Economic for the pass area - (1) Burk, Duane	-40.00
Check	10/30/2018	121784	Paul Cortez	Refundable Security Deposit - Wedding - 10/13/2018	-500.00
Check	10/30/2018	121785	Arctic Glacier	Snow Hill - Winterfest 2018	-2,990.06
Check	10/30/2018	121786	Tammy Stalen	Refundable Security Deposit - Memorial 10/19/18	-250.00
Check	10/30/2018	121787	Kelly Bishop	Refundable Security Deposit - Wedding - 10/20/2018	-500.00
Bill Pmt -Check	10/30/2018	121788	Artwork Paint Company	Painting of NCCC Office, Office Closet and Storage	-1,378.15
Bill Pmt -Check	10/30/2018	121789	Attic Control, Inc.	Removal and Clean of Contaminated batt insulation from Office	-3,405.00
Bill Pmt -Check	10/30/2018	121790	BDL Alarms, Inc.	Monthly Alarm Service	-224.00
Bill Pmt -Check	10/30/2018	121791	Best Best & Krieger	Legal Fees - Bogart, Cell Tower & Conflict of Interest Code	-4,874.96
Bill Pmt -Check	10/30/2018	121792	Blue Shield	Employee - Dental Insurance	-455.40
Bill Pmt -Check	10/30/2018	121793	CSDA	Yearly Membership	-3,587.00
Bill Pmt -Check	10/30/2018	121794	Capri	FY 18/19 - 2nd qrt annual contribution (Workman's Compensation)	-5,770.50
Bill Pmt -Check	10/30/2018	121795	Cherry Valley Nursery	Flowers for Memorial for Engine 57	-82.30
Bill Pmt -Check	10/30/2018	121796	Chris Taylor's Plumbing	RV Space #14, Asphalt and wood stuck in Dump & F5&6 Men's Restroom New Sink & Faucet	-919.89
Bill Pmt -Check	10/30/2018	121797	Elite Fire Protection	Inspection of Fire Extinguishers at all buildings	-737.55
Bill Pmt -Check	10/30/2018	121798	Ferrellgas	Utilities - Propane - Snack Bar	-516.91
Bill Pmt -Check	10/30/2018	121799	Frontier Communications	Monthly Wifi - Woman's Club & Grange	-144.75
Bill Pmt -Check	10/30/2018	121800	Image Source	Monthly Copy Service	-258.72
Bill Pmt -Check	10/30/2018	121801	Inland Lighting Supplies, Inc.	Field #1 Lighting	-1,215.42
Bill Pmt -Check	10/30/2018	121802	Inland Water Works Supply Co.	NCCC Water line repair and maintenance	-1,347.95
Bill Pmt -Check	10/30/2018	121803	Mulvihill Enterprises, Inc.	VOID: Reissue - Name Change from Mulvihill Construction	0.00
Bill Pmt -Check	10/30/2018	121804	NBS	Bogart - Prelim Phase 1 System Audit	-3,932.38
Bill Pmt -Check	10/30/2018	121805	Precision Technologies	NCCC - Additional Camera's	-5,745.75
Bill Pmt -Check	10/30/2018	121806	SiteOne Landscape Supply, LLC	Irrigation Supplies & Dog Park Irrigation	-1,246.10
Bill Pmt -Check	10/30/2018	121807	Stripeline Co.	NCCC Parking lot Striping	-825.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
October 2018**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/30/2018	121808	TLC Landscape Services, Inc.	Monthly Landscaping Services	-820.00
Bill Pmt -Check	10/30/2018	121809	UniFirst Corp	Weekly Uniform & Janitorial Supplies	-172.22
Bill Pmt -Check	10/30/2018	121810	Xerox Financial Services	Monthly Copier Rental	-559.07
Bill Pmt -Check	10/30/2018	11022018	Rosalind Otero	Previous Employee - Life Time Medial	-177.98
Bill Pmt -Check	10/30/2018	1194020-22	CalPERS	Employee - Retirement	-4,064.22
Bill Pmt -Check	10/30/2018	121811	UNUM	Employee - Disability Insurance	-409.35
Bill Pmt -Check	10/30/2018	NG76KGBPvVY	Chevron	Monthly Gas Services	-1,138.33
Bill Pmt -Check	10/30/2018	2979798	Colonial Life	Employee - Life Insurance	-677.74
Bill Pmt -Check	10/30/2018	6245303731	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-446.13
Bill Pmt -Check	10/30/2018	35303931	SCE (0135)	Utilities - Electric (Woman's Club, Grange, Snack Bar, NCCC Maintenance Parking lot and Back lot)	-2,443.93
Bill Pmt -Check	10/30/2018	195303731	SCE (0195)	Utilities - Electric (Field #1 - #4)	-505.22
Bill Pmt -Check	10/30/2018	35303431	SCE (0435)	Utilities - Electric (Hughes Trailer)	-196.41
Bill Pmt -Check	10/30/2018	1947303231	SCE (1947)	Utilities - Electric (General Electric & Thunder Alley)	-67.29
Bill Pmt -Check	10/30/2018	62303931	SCE (2062)	Utilities - Gas - Grange	-1,413.91
Bill Pmt -Check	10/30/2018	179303931	SCE (6179)	Utilities - Gas - Grange	-1,501.30
Bill Pmt -Check	10/30/2018	3030009	SoCalGas	Employee - Vision Insurance	-44.23
Bill Pmt -Check	10/30/2018	e02536747	VSP-Vision Service Plan	Utilities - Park, NCCC & Woman's Club	-137.70
Bill Pmt -Check	10/30/2018	69844766230	Waste Management of the IE	Utilities - Park, NCCC & Woman's Club	-1,275.24
General Journal	10/30/2018	1092		Transfer to Operating for Bills 10/30/2018	30,000.00
General Journal	10/30/2018	1094		Transferred from Reserve for Capital Improvement Bills thru 10/30/2018	57,383.19
General Journal	10/30/2018	1095		Transfer to Reserve for Monthly Operating Contribution	-5,000.00
General Journal	10/30/2018	1096		Transfer to Money Market for Monthly Verizon Cell Tower	-2,227.89
Bill Pmt -Check	10/31/2018	121813	Slugg Bugg Pest Control	Reissue of Check Never delivered to Address	-350.00
Check	10/31/2018			Service Charge - Stop Payment	-10.00
TOTAL					-108,243.66

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
October 2018**

Type	Date	Num	Name	Memo	Amount
10015 - Bank of Hemet - Project Account					
Bill Pmt -Check	10/04/2018	4214	Beaumont Unified School District	Custodial Fees - Tournaments BHS & JV Fields	-360.00
Bill Pmt -Check	10/04/2018	4215	Cherry Valley Feed & Pet Supply	Oktoberfest Hay	-855.60
Bill Pmt -Check	10/04/2018	4216	European Heritage Gifts	Sample Mug - Oktoberfest	-14.97
Bill Pmt -Check	10/04/2018	4217	First Team	Oktoberfest Tournament Shirts	-530.13
Bill Pmt -Check	10/04/2018	4218	Luther's Truck & Equipment, Inc.	Repair and Maintenance John Deer Drag (Tire)	-166.28
Bill Pmt -Check	10/04/2018	4219	Record Gazette	Advertisement - Oktoberfest 2018	-556.40
Bill Pmt -Check	10/04/2018	4220	The Valley Messenger	Advertisement - Oktoberfest 2018	-335.00
Check	10/10/2018	4221	Grand American Builders, Inc.	NCCC Kitchen Renovation, Appliances Placement and Cove base Installation (T & M)	-4,953.44
Check	10/10/2018	4222	Pete Gerlach	Umpires	-180.00
Check	10/10/2018	4223	Chris Neal	Umpire	-330.00
Check	10/10/2018	4224	Donald Kennon	Umpire	-105.00
Bill Pmt -Check	10/11/2018	4225	BWW & Company	Concrete Removal and Patch of Trip Hazards - F1, 2 & 3 (Labor)	-16,071.99
Bill Pmt -Check	10/11/2018	4226	BWW & Company	Concrete Removal and Patch of Trip Hazards - F1, 2 & 3 (Material)	-14,001.25
Check	10/12/2018	4227	Mike Aldrich	Banner Sales - September 2018	-380.00
Bill Pmt -Check	10/15/2018	4228	Beaumont Unified School District	Custodial Fees - Tournaments BHS & JV Fields	-3,938.00
Bill Pmt -Check	10/15/2018	4229	Luther's Truck & Equipment, Inc.	Repair and Maintenance Lawn Mower (Tire)	-15.39
Bill Pmt -Check	10/15/2018	4230	Napa Auto Parts	Motor Oil	-30.90
Bill Pmt -Check	10/15/2018	4231	Redlands Yucalpa Rentals	Light Towers & Spider Boxes Rental - Oktoberfest 2018	-457.50
Bill Pmt -Check	10/15/2018	4232	Resource Building Materials	Chalk, Hill Topper, & Quick Dry	-1,019.09
Bill Pmt -Check	10/15/2018	4233	Stotz Equipment	Repair and Maintenance John Deer Mower F4511/ John Deere 5325	-846.79
Bill Pmt -Check	10/15/2018	4234	Turf Star, Inc.	Repair and Maintenance Vibratory Edger	-642.84
General Journal	10/15/2018	1087		Transferred from Money Market for Project Account Bills	10,000.00
Check	10/16/2018	4235	Susan Garrison	Special Events - Signs - Repaint	-100.00
Check	10/19/2018	4236	Pete Gerlach	Umpires	-120.00
Check	10/19/2018	4237	Chris Neal	Umpire	-180.00
Check	10/19/2018	4238	Donald Kennon	Umpire	-105.00
Check	10/19/2018	4239	Sam De Los Angeles	Umpires	-90.00
Check	10/19/2018	4240	Cash	Pumpkin Carve Starting Cash	-450.00
Check	10/19/2018	4241	Grand American Builders, Inc.	Building Expansion - NCCC (T & M)	-6,768.20

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
October 2018**

Type	Date	Num	Name	Memo	Amount
General Journal	10/19/2018	1090		Transferred from Money Market for Bills while away on conference	10,000.00
Bill Pmt -Check	10/30/2018	4242	1st Awards	Summer 2017 Shirts "Dark Side" - Spring 2018 Shirts "Brew Crew"	-232.74
Bill Pmt -Check	10/30/2018	4243	96.7 KCAL-FM/ 99.9 KOLA-FM	Advertisement - Oktoberfest 2018	-4,505.00
Bill Pmt -Check	10/30/2018	4244	Al's Kubota Tractor	Backpack Blower, Pile Hedge Trimmer, Glasses, Ear Plugs, Helmets, Pole Pruner	-1,958.13
Bill Pmt -Check	10/30/2018	4245	Awards & Specialties	Favorite German American - Oktoberfest 2018	-32.63
Bill Pmt -Check	10/30/2018	4246	Beaumont Do it Best	Dance Floor - Oktoberfest 2018	-2,586.01
Bill Pmt -Check	10/30/2018	4247	City of Beaumont	4th of July Celebration	-7,500.00
Bill Pmt -Check	10/30/2018	4248	Diamond Environmental Services	Restroom/Handwash - Tournament & Pumpkin Carve	-566.75
Bill Pmt -Check	10/30/2018	4249	Record Gazette	Advertisement - Pumpkin Carve	-556.40
Bill Pmt -Check	10/30/2018	4250	Turf Star, Inc.	Reverse Alarm Kin, Mirror, Canopy Toro Woman's	-2,126.86
General Journal	10/30/2018	1093		Transferred from Money Market for Bills 10/30/2018	20,000.00
Check	10/31/2018	4251	Pete Gerlach	Umpire	-305.00
Check	10/31/2018	4252	Chris Neal	Umpire	-395.00
Check	10/31/2018	4253	Chris Cooper	Umpire	-60.00
TOTAL					-34,428.29

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Money Market
October 2018**

Type	Date	Num	Memo	Amount
10000 - Bank of Hemet - MM				
General Journal	10/03/2018	1085	Transfer to Payroll for PR 10/05/2018	-35,000.00
General Journal	10/15/2018	1086	Transfer to Operating for Bills	-35,000.00
General Journal	10/15/2018	1087	Transfer to Project for Project Account Bills	-10,000.00
General Journal	10/15/2018	1088	Transfer to Payroll for Payroll 10/19/2018	-25,000.00
General Journal	10/19/2018	1089	Transfer to Operating for Bills or payments need while away at conference	-20,000.00
General Journal	10/19/2018	1090	Transfer to Project for Bills while away on conference	-10,000.00
General Journal	10/30/2018	1091	Transfer to Payroll for Payroll 11/2/2018	-25,000.00
General Journal	10/30/2018	1092	Transfer to Operating for Bills 10/30/2018	-30,000.00
General Journal	10/30/2018	1093	Transfer to Project for Bills 10/30/2018	-20,000.00
General Journal	10/30/2018	1096	Transferred from Operating for Monthly Verizon Cell Tower	2,227.89
TOTAL				-207,772.11

**Beaumont Cherry Valley Recreation & Park District
Check Warrant Bank of Hemet - Reserve
October 2018**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Paid Amount</u>
10025 · Bank of Hemet - Reserve Fund				
General Journal	10/30/2018	1094	Transferred to Operating for Capital Improvement Bills Thru 10/30/2018	-57,383.19
General Journal	10/30/2018	1095	Transferred from Operating for Monthly Operating Contribution	5,000.00
				<hr/>
TOTAL				-52,383.19

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Quimby/DIF
October 2018**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
10020			Bank of Hemet - Quimby/DIF			

NO Transactions

TOTAL

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BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. 3.1

To: Chairman and Board of Directors

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

Date: November 14, 2018

Subject: Conflict of Interest Code

Background and Analysis:

The Political Reform Act requires every local government agency to review its Conflict-of-Interest Code biennially. The code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). It is the basis for the transparency that California's Political Reform Act requires of public officials.

Best, Best & Krieger reviewed our current code and determined there were a couple of changes to be made. We added the Financial Services Technician/Office Managers position into the code and updated titles. The changes are shown in the red-line document.

Once the proposed code is approved, the amendments will be submitted to the Board of Supervisors for approval. The office will review the code to find if it complies with statutory requirements. If requirements are met, the Riverside County Board of Supervisors will approve the District's amended Conflict of Interest Code as submitted. The effective date of the Conflict of Interest Code will be the date of approval by the Board of Supervisors.

Fiscal Impact: None

Recommendations:

Staff recommends approving resolution #2018-02 with the authority for Legal Counsel to make non-substantive changes.

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board

**CONFLICT OF INTEREST CODE
OF THE
BEAUMONT-CHERRY VALLEY
RECREATION
AND PARK DISTRICT**

CONFLICT OF INTEREST CODE FOR THE
BEAUMONT-CHERRY VALLEY RECREATION
AND PARK DISTRICT

(Amended August 8, 2012 November 14, 2018)⁴

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Beaumont-Cherry Valley Recreation and Park District** (the "District").

Officials required to submit a statement of economic interests shall file their statements with the **Human Resources Administrator/Clerk of the Board Director** as the District's Filing Officer. The **Human Resources Administrator/Clerk of the Board Director** shall make and retain a copy of all statements filed by the General Manager and Board of Directors and forward the originals of such statements to the Clerk of the Board of Supervisors of Riverside County. **The Human Resources Administrator/Clerk of the Board Director** shall retain the originals of the statements of all other Designated Positions and will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

⁴—~~Titles updated September 1, 2016, to reflect District nonsubstantive changes.~~

APPENDIX

CONFLICT OF INTEREST CODE OF THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT

(Adopted August 8, 2012 ~~November 14, 2018~~)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments²:

Members of the Board of Directors

General Manager

Financial Consultants

² Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Activities Coordinator	5
Athletic Coordinator	5
<u>Financial Services Technician/Office Manager</u>	<u>4</u>
General Counsel	1, 2
Human Resources Director <u>Administrator/Clerk of the Board</u>	4
Maintenance Foreman	5

Consultant and New Positions³

³ Individuals providing services as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which he or she is assigned.⁴ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. 3.2

To: Chairman and Board of Directors

From: Janet Covington, Human Resources Director

Date: November 14, 2018

Subject: 2019 Board Meeting Dates

Background and Analysis:

Each year the District holds its regular scheduled Board meeting on the second Wednesday of each month. The dates for 2019 are as follows.

January 09, 2019

February 13, 2019

March 13, 2019

April 10, 2019

May 8, 2019

June 12, 2019

July 10, 2019

August 14, 2019

September 11, 2019

October 09, 2019

November 13, 2019

December 11, 2019

Fiscal Impact: None

Recommendations:

Staff recommends approving the 2019 regular scheduled Board meeting dates with the authority to make changes subject to Beaumont-Cherry Valley Recreation & Park District Board of Directors.

Respectfully Submitted,

Janet O. Covington

Janet Covington, Human Resources Administrator/Clerk of the Board



Staff Report

Agenda Item No. 3.3

To: Chairman and Board of Directors

From: Janet Covington, Human Resources Administrator

Date: November 14, 2018

Subject: Approval of the 2019 Holiday Schedule

Background and Analysis:

As a policy of the District, the District observes an average of twelve holidays per year. Each year staff reviews for approval the upcoming year's holidays based on Federal recognized holidays. The prior 6 years the Board approved 13 days including one "Floating Holiday". Below is a list of 2019 holidays for approval.

Per Approval	Floating Holiday
Tuesday, January 1	New Year's Day
Monday, January 21	Martin Luther King Day
Monday, February 18	President's Day
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Friday, November 29	Day After Thanksgiving
Tuesday, December 24	Christmas Eve
Wednesday, December 25	Christmas Day
Tuesday, December 31	New Year's Eve

Fiscal Impact:

Per District policy, Full-Time employees are paid for holidays observed by the District. If approved, the District will observe thirteen holidays in 2019.

Recommendations:

Staff recommends approving the 2019 holiday schedule.

Respectfully Submitted,

Janet Covington
Human Resources Administrator/Clerk of the Board



Staff Report

Agenda Item No. **3.4**

To: Board of Directors

From: Nancy Law, Business Services Coordinator

Via: Duane Burk, General Manager

Date: November 14, 2018

Subject: Approval of FY 16/17 "Draft" Audit (2nd Reading)

Background and Analysis:

Government Code Section 200.49 Generally Accepted Accounting Principles (GAAP) specific accounting standards issued by the Government Accounting Standards Board (GASB) the Financial Accounting Standards Board (FASB) these standards requires that the District have and annual audit.

On September 13, 2017 the Board accepted the audit proposal from Singer Lewak and performed the annual audit for FY 2016-2017 ending June 30th, 2017. From that review they sent our current "Draft" audit for FY 2016-2017 for your review.

The draft audit document will show an audited version of revenues, expenses, assets and beginning and ending balances for FY 2016-2017.

On Thursday November 8, 2018 the draft audit was reviewed by the Finance Committee, Chairman, John Flores, Treasurer, Chris Diercks, General Manager, Duane Burk and Financial Services Technician/Office Manager, Nancy Law with no further questions.

Fiscal Impact:

District Budgeted Audit cost of \$10,626.00 for FY 16-17. However additional expenses were accrued due to new audited standards, an additional cost is expected to exceed \$10,000.00.

Recommendations:

Staff recommends that the Board review, comment and approve the draft audit for FY 2016-2017 ending June 30, 2017. Upon review and comments, the "FINAL" audit will be placed on the December 2018 Board Agenda for approval and Singer Lewak will be in attendance for their statement and any final questions.

Respectfully Submitted,

Nancy Law
Financial Services Technician/Office Manager



Staff Report

Agenda Item No. **3.5**

To: Board of Directors:

From: Kyle Simpson, Activities Coordinator

Via: Duane Burk, General Manager

Date: December 13, 2017

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 benefit our local community. This year there are (9) individuals license agreements for your authorization.

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

This year staff would like to make the following changes:

1. There will be no increased rates to Facility use License Agreements for users in 2019.
2. Add an "EMON" meter to Thunder Alley Raceway and monitor the use of electricity. Staff will bring back the information to the Board next year for a possible increase to the facility user. Require Thunder Alley facility user to pay their own trash on events.

Recommendations:

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

Fiscal Impact:

There will be no fiscal impact to the District.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHERRY VALLEY HORSEMAN’S ASSOCIATION (“CVHA”). BCVRPD and CVHA may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, CVHA desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for HORSE SHOWS AND MEETINGS.
3. Whereas, CVHA represents that it has the skill, ability and personnel to operate such SHOWS AND MEETINGS.

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

TERMS

- I. BCVRPD shall authorize CVHA rental of the **ETI BUILDING/HORSE ARENA, FOR BOARD MEETINGS JANUARY 2ND or 9TH & 30TH 6:30PM-9PM, FEBRYARY 27TH, APRIL 3RD, MAY 1ST & 29TH, JULY 3RD, and JULY 31ST, and FOR GYMKHANA EVENTS, FEBRUARY 9TH, MARCH 9TH & 30TH, APRIL 13TH, MAY 11TH, JUNE 8TH and AUGUST 10TH FROM 6AM-6PM, AND RAIN MAKE UP DAYS APRIL 6TH, MAY 4TH, & JUNE 29TH. POSSIBLE NIGHT SHOWS JULY 13TH & AUGUST 10TH.**

 - i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.

- II. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for CVHA use only, the parking in front of RC Raceway will be designated to the Raceway user(s) only.
 - iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of CVHA will be charged \$5.00 parking fee.



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- III. BCVRPD will give notice to CVHA if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CVHA chooses to store in or around the facility.
 - i. CVHA must get prior approval for any stored items on the district property.
 - ii. CVHA will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items.
(Received:)
 - iii. CVHA will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. CVHA will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition CVHA gives permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of CVHA.
 - i. Refrigerator must be in working order and/or replaced with an energy efficient model.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. \$144.38 per day for event.
 - iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to npingree4@gmail.com and foxfam52@yahoo.com.
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash for all returned checks. This fee is required in order to restore contract.
- VI. CVHA 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 ETI Building/Horse Arena shall be the responsibility of CVHA during and after all facility use.
 - ii. CVHA will remove all trash to the trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CVHA and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time CVHA could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.



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- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign CVHA to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CVHA shall not duplicate any keys. If a key is lost or stolen CVHA shall immediately report the loss to BCVRPD. CVHA will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. CVHA will provide the District a list of anyone that has been issued keys and for what location. **(Received:)**
- XIII. CVHA shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
 - i. CVHA will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any CVHA members, volunteers and/or patrons entering the building.
- XV. CVHA will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XVI. CVHA shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. CVHA will be responsible for any damage to the facility caused by CVHA members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to CVHA.
- XVIII. 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.
- XIX. CVHA 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. CVHA 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.
- XX. CVHA will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of CVHA. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXI. 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.



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XXII. CVHA shall maintain its own liability insurance, naming BCVRPD as additional insured.

- i. **Minimum Requirements:** CVHA 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 CVHA, its agents, representatives, employees, or subcontractors. CVHA 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:** CVHA 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 CVHA 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 CVHA; and,



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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 CVHA 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 CVHA 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 CVHA or for which CVHA 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 CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CVHA 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 CVHA. There are no employees at this time.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- 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. CVHA shall guarantee that, at the option of the BCVRPD, either:



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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. CVHA 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:** CVHA 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:** CVHA shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CVHA in connection with this agreement.

XXIII. CVHA its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. CVHA obligation pursuant to this provision shall survive termination of this agreement.

XXIV. CVHA shall defend, with counsel of its choosing and at CVHA 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. CVHA 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. CVHA 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.



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- XXV. 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.
- XXVI. 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.
- XXVII. 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.
- XXVIII. 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. CHERRY VALLEY HORSEMAN'S ASSOCIATION
c/o Nichole Pingree
PO Box 3092
Beaumont CA 92223
- XXIX. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. 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

Nichole Pingree, President (CVHA)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. BCVRPD and “ANDREW TROTTER, THUNDER ALLEY RC RACEWAY” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability and personnel to operate such an RC RACEWAY TRACK.

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

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK COMMUNITY PARK, on REGULAR HOURS: MONDAY – SUNDAY, 7AM – 10PM, AND **SPECIAL EVENTS HELD JANUARY 12TH & 16TH, FEBRUARY 16TH, MARCH 2ND & 23RD, APRIL 13TH & 27TH, MAY 11TH & 25TH, JUNE 8TH & 22ND, JULY 6TH & 20TH, AUGUST 3RD & 17TH, SEPTEMBER 14TH & 28TH, OCTOBER 19TH, NOVEMBER 9TH & 30TH, DECEMBER 14TH 2019** for the use to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get approval for any other usage of NOBLE CREEK COMMUNITY PARK or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to BEAUMONT NOBLE CREEK COMMUNITY PARKWOMAN’S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the NOBLE CREEK COMMUNITY PARK will not be the responsibility of BCVRPD.



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- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. The dog park/tennis court parking lot spaces are not to be used by ANDREW TROTTER, THUNDER ALLEY RACEWAYS patrons, employees, or volunteers except appropriate Handicap placard vehicles.
 - iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.
 - iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.
- III. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK COMMUNITY PARK that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items. **(Received:)**
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will not store any hazardous materials on BCVRPD property without prior approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$330.00 Per Month)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (racethunderalley@gmail.com).



Beaumont-Cherry Valley Recreation and Park District

- 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.
- VI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for the labor to clean walkway in the event they are not cleaned up after use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to pay BCVRPD for additional trash. BCVRPD will make arrangements for the bin and will bill ANDREW TROTTER, THUNDER ALLEY RC RACEWAY the following month's invoice
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW



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TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss to BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be charged the cost for the re-keying of the building and for manufacture of new keys.

- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must supply the District one key to property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
- XV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK COMMUNITY PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons
- XVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- 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. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.



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- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIII. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).
- XXIV. 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.
- XXV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
 - i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial



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- 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**: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:
1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. 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 ANDREW TROTTER, THUNDER ALLEY RC RACEWAY; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees,



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agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.

- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY or for which ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,



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



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this agreement.

- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY obligation pursuant to this provision shall survive termination of this agreement.
- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- 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:



Beaumont-Cherry Valley Recreation and Park District

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY
c/o Andrew Trotter
2851 S. La Cadena Dr. SP#251
Colton CA 92324

XXXII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Andrew Trotter, Owner, (Thunder Alley RC Raceway)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and TAKING OFF POUNDS SENSIBLY CA 1743 BEAUMONT (“T.O.P.S.”). BCVRPD and “T.O.P.S.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM located at 390 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, T.O.P.S. desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for MEETINGS.
3. Whereas, T.O.P.S. represents that it has the skill, ability and personnel to OPERATE such MEETINGS.

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

TERMS

- I. BCVRPD shall authorize T.O.P.S. rental of the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM, on **ALL TUESDAYS FROM 6:00PM – 8:00PM for MEETINGS.**
 - i. T.O.P.S must get approval for any other usage of NOBLE CREEK COMMUNITY CENTER – COPPER ROOM or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to NOBLE CREEK COMMUNITY CENTER – COPPER ROOM and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM 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.
- III. BCVRPD will give notice to T.O.P.S. if there is another event taking place at the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM that could interfere with any dates in their agreement.



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- IV. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$82.50 Per month)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (ciaomarlene@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.
- V. T.O.P.S. 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 T.O.P.S. during and after all facility use.
 - ii. T.O.P.S. will remove all trash to the outside trash containers after each use.
- VI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of T.O.P.S. and must meet all City/County/State legal standards.
- VII. BCVRPD is routinely doing upgrades to our facilities. During this time T.O.P.S. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- VIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- IX. BCVRPD reserves the right to reassign T.O.P.S. to another facility if the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM should become unavailable due to an emergency.
- X. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. T.O.P.S. shall not duplicate any keys. If a key is lost or stolen T.O.P.S. shall immediately report the loss to BCVRPD. T.O.P.S. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XI. T.O.P.S. will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XII. T.O.P.S. shall not make any changes to lock(s) on District property.



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- XIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. T.O.P.S. will be responsible for any charges incurred by a false alarm to the NOBLE CREEK COMMUNITY CENTER - COPPER ROOM from any T.O.P.S. volunteers or Board members entering the building for business.
- XIV. T.O.P.S. will provide the District a list of anyone that has been issued the assigned alarm code. (**Received:**)
- XV. T.O.P.S. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVI. T.O.P.S. will be responsible for any damage to the facility caused by T.O.P.S. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to T.O.P.S.
- XVII. 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.
- XVIII. T.O.P.S. 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. T.O.P.S. 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.
- XIX. T.O.P.S. shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: T.O.P.S. 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 T.O.P.S., its agents, representatives, employees, or subcontractors. T.O.P.S. 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



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- 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 T.O.P.S. 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 T.O.P.S.; 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 T.O.P.S. scheduled underlying



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coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the T.O.P.S. 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 T.O.P.S. or for which T.O.P.S. 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 T.O.P.S. scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the T.O.P.S. 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 T.O.P.S.
- 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



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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. T.O.P.S. 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. T.O.P.S. 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:** T.O.P.S. 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:** T.O.P.S. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by T.O.P.S. in connection with this agreement.
- XX. T.O.P.S. its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. T.O.P.S. obligation pursuant to this provision shall survive termination of this agreement.



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- XXI. T.O.P.S. shall defend, with counsel of its choosing and at T.O.P.S. 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. T.O.P.S. 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. T.O.P.S. 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.
- XXII. 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.
- XXIII. 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.
- XXIV. 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.
- XXV. 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. T.O.P.S.
34480 County Line Road #94
Yucaipa CA 92399
- XXVI. This agreement is to be effective on **January 1, 2019** and end on **December 31, 2019**. 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.



Beaumont-Cherry Valley Recreation and Park District

Duane Burk, General Manager, BCVRPD

Marlene Wallace, Leader (T.O.P.S.)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2019 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHURCH FOR FAMILY. BCVRPD and CHURCH FOR FAMILY may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA, 92223.
2. Whereas, CHURCH FOR FAMILY desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for CHURCH SERVICES.
3. Whereas, CHURCH FOR FAMILY represents that it has the skill, ability and personnel to render such SERVICES.

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

TERMS

- I. BCVRPD shall authorize CHURCH FOR FAMILY rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on **ALL SUNDAYS FROM 7:00AM – 12:30PM** AND SUNDAY EVENINGS WHEN NOT RENTED BY BCVRPD for CHURCH SERVICES.
 - i. CHURCH FOR FAMILY must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. BCVRPD will give notice to CHURCH FOR FAMILY if there is any other event scheduled in the building on Sundays after their morning services.
- II. This agreement includes full access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking. Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the park District.
- III. BCVRPD will give notice to CHURCH FOR FAMILY if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in thier agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CHURCH FOR FAMILY chooses to store in or around the facility.
 - i. CHURCH FOR FAMILY must get prior approval for any stored items on the district property.



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- ii. CHURCH FOR FAMILY will provide an inventory list of all items stored in/or around CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. CHURCH FOR FAMILY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. The park District's Facility AdHOC Committee has given permission to the CHURCH FOR FAMILY to place a storage bin on the property next to the shed. CHURCH FOR FAMILY will remove storage bin if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER
 - v. CHURCH FOR FAMILY has purchased (80) black stackable chairs for their use. The District has permission to use the chairs if/when needed. The chairs will be donated to the District and remain part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. \$346.50 per week of Sunday Services.
 - iii. Payable within (10) days after, the Finance Services Technician has invoices for the month and emails paulwnewell@gmail.com.
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This is required in order to restore contract.
- VI. CHURCH FOR FAMILY shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of CHURCH FOR FAMILY during and after all facility use.
 - ii. CHURCH FOR FAMILY will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CHURCH FOR FAMILY and must meet all City/County/State legal standards.
- i. CHURCH FOR FAMILY has permission from the District Facility AdHOC Committee to install permanent speakers in the OAK ROOM of the CHERRY VALLEY GRANGE COMMUNITY CENTER. Speakers must be approved by the Facility AdHOC Committee prior to installation.



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



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

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

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

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** CHURCH FOR FAMILY shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit 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.



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- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or CHURCH FOR FAMILY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CHURCH FOR FAMILY; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CHURCH FOR FAMILY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CHURCH FOR FAMILY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CHURCH FOR FAMILY or for which CHURCH FOR FAMILY is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CHURCH FOR FAMILY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CHURCH FOR FAMILY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CHURCH FOR FAMILY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,



Beaumont-Cherry Valley Recreation and Park District

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

XXI. CHURCH FOR FAMILY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement.



Beaumont-Cherry Valley Recreation and Park District

CHURCH FOR FAMILY obligation pursuant to this provision shall survive termination of this agreement.

- XXII. CHURCH FOR FAMILY shall defend, with counsel of its choosing and at CHURCH FOR FAMILY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CHURCH FOR FAMILY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CHURCH FOR FAMILY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CHURCH FOR FAMILY
c/o Pastor Paul
34811 Pleasant Grove St
Yucaipa CA 92399
- XXVII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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

Duane Burk, General Manager (BCVRPD)

Paul Newell, Pastor (CHURCH FOR FAMILY)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2019 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and CATCH A STAR THEATRICAL PLAYERS ("CAST"). BCVRPD and "CAST" may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for THEATRICAL PRODUCTIONS.
3. Whereas, CATCH A STAR THEATRICAL PLAYERS represents that it has the skill, ability and personnel to STAGE such PRODUCTIONS.

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

TERMS

- I. BCVRPD shall authorize CATCH A STAR THEATRICAL PLAYERS rental of the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER, on **SEE ATTACHED 2019 DATE REQUESTS** for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
 - i. CATCH A STAR THEATRICAL PLAYERS must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. 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.
- III. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY



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CENTER that could interfere with any dates in their agreement.

- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CATCH A STAR THEATRICAL PLAYERS chooses to store in or around the facility.
- i. CATCH A STAR THEATRICAL PLAYERS must get prior approval for any stored items on the district property.
 - ii. CATCH A STAR THEATRICAL PLAYERS will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. CATCH A STAR THEATRICAL PLAYERS will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. CATCH A STAR THEATRICAL PLAYERS will not move the grand piano belonging to the Woman's Club
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$63.53 Per Performance day)
 - iii. \$12.71 per Auditions/Rehearsal/Set building day.
 - iv. 20% Compensation per student (10-14), 25% Compensation per student (15 or more), for Youth Summer Camp, and less than (10) CATCH A STAR THEATRICAL PLAYERS agrees to cancel camp.
 - v. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (rjmeinhold35@gmail.com).
 - vi. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - vii. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. CATCH A STAR THEATRICAL PLAYERS shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. If CATCH A STAR THEATRICAL PLAYERS Requires additional help from BCVRPD with set up or tear down of Performance equipment, chairs, or



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tables there will be a fee of \$50.00 per hour

- ii. Cleanliness of the halls and bathrooms shall be the responsibility of CATCH A STAR THEATRICAL PLAYERS during and after all facility use.
 - iii. CATCH A STAR THEATRICAL PLAYERS will remove all trash to the outside trash containers after each use.
 - iv. CAST, Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degrees for air conditioning. IF the Thermostat is set outside of these settings by CAST Board Members, Members, Staff, or Volunteers; CAST will have to pay for damages for the air conditioner/heater.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CATCH A STAR THEATRICAL PLAYERS and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time CATCH A STAR THEATRICAL PLAYERS could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CATCH A STAR THEATRICAL PLAYERS shall not duplicate any keys. If a key is lost or stolen CATCH A STAR THEATRICAL PLAYERS shall immediately report the loss to BCVRPD. CATCH A STAR THEATRICAL PLAYERS will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. CATCH A STAR THEATRICAL PLAYERS shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. CATCH A STAR THEATRICAL PLAYERS will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB



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COMMUNITY CENTER from any CATCH A STAR THEATRICAL PLAYERS volunteers or Board members entering the building for business.

- XV. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. CATCH A STAR THEATRICAL PLAYERS shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. CATCH A STAR THEATRICAL PLAYERS will be responsible for any damage to the facility caused by CATCH A STAR THEATRICAL PLAYERS members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to CATCH A STAR THEATRICAL PLAYERS.
- XVIII. 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.
- XIX. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. CATCH A STAR THEATRICAL PLAYERS agrees to hire and pay for security guards at any performance where alcohol is present and/or served. The number of security guards shall be no less than (1) per (50) people in attendance. CAST will secure all applicable licenses associated with selling alcohol.
- XXI. CATCH A STAR THEATRICAL PLAYERS shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: CATCH A STAR THEATRICAL PLAYERS shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CATCH A STAR THEATRICAL PLAYERS, its agents, representatives, employees, or subcontractors. CATCH A STAR THEATRICAL PLAYERS shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:



Beaumont-Cherry Valley Recreation and Park District

- 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 CATCH A STAR THEATRICAL PLAYERS shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CATCH A STAR THEATRICAL PLAYERS; and,



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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 CATCH A STAR THEATRICAL PLAYERS scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CATCH A STAR THEATRICAL PLAYERS insurance and shall not be called upon to contribute with it in any way.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CATCH A STAR THEATRICAL PLAYERS or for which CATCH A STAR THEATRICAL PLAYERS is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CATCH A STAR THEATRICAL PLAYERS scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CATCH A STAR THEATRICAL PLAYERS insurance and shall not be called upon to contribute with it in any way.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CATCH A STAR THEATRICAL PLAYERS.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified



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mail, return receipt requested, has been given to the BCVRPD;
and,

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



Beaumont-Cherry Valley Recreation and Park District

insurance claims submitted by CATCH A STAR THEATRICAL PLAYERS in connection with this agreement.

- XXII. CATCH A STAR THEATRICAL PLAYERS its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. CATCH A STAR THEATRICAL PLAYERS obligation pursuant to this provision shall survive termination of this agreement.
- XXIII. CATCH A STAR THEATRICAL PLAYERS shall defend, with counsel of its choosing and at CATCH A STAR THEATRICAL PLAYERS own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CATCH A STAR THEATRICAL PLAYERS shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CATCH A STAR THEATRICAL PLAYERS shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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.
- XXVII. All notices pertaining to this agreement shall be in writing and addressed as follows:



Beaumont-Cherry Valley Recreation and Park District

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. CATCH A STAR THEATRICAL PLAYERS
PO BOX 125
Beaumont CA 92223

XXVIII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Richard J. Meinhold, Managing Director
(CAST Players)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2019 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB, INC. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on **SEE ATTACHED 2019 DATE REQUESTS** for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
 - i. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. 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.
- III. BCVRPD will give notice to BEAUMONT WOMAN’S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.



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- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMAN'S CLUB, INC. chooses to store in or around the facility.
- i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. BEAUMONT WOMAN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by BEAUMONT WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (nano.preece@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.
- VI. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.



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- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.
- XV. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.



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- XVIII. 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.
- XIX. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** BEAUMONT WOMAN'S CLUB, INC. shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BEAUMONT WOMAN'S CLUB, INC., its agents, representatives, employees, or subcontractors. BEAUMONT WOMAN'S CLUB, INC. shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** BEAUMONT WOMAN'S CLUB INC. shall maintain limits no less than:
1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit



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

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



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agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the BEAUMONT WOMAN'S CLUB, INC. scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BEAUMONT WOMAN'S CLUB, INC. insurance and shall not be called upon to contribute with it in anyway.

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



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- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** BEAUMONT WOMAN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the 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 WOMAN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.
- XXI. BEAUMONT WOMAN'S CLUB, INC. its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. BEAUMONT WOMAN'S CLUB, INC. obligation pursuant to this provision shall survive termination of this agreement.
- XXII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMAN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMAN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses



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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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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 WOMAN'S CLUB, INC.
c/o Nancy Preece
10238 Chisholm Trail
Cherry Valley CA 92223

XXVII. This agreement is to be affective on January 1, 2019 and end on December 31, 2019. 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

Nancy Preece, President (Beaumont Woman's Club)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** 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. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** 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 2ND THURSDAY OF EVERY MONTH FROM 7PM – 9PM JANUARY – MAY, SEPTEMBER – NOVEMBER, 6PM – 9PM JUNE & DECEMBER, 3RD THURSDAY OF EVERY MONTH AT 11AM IN MUSEUM** for MEETINGS AND EVENTS
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. 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.



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- III. 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.
- IV. 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 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:)**
- V. 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).
 - 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.
- VI. 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**



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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.

- VII. 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.
- VIII. 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.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. 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.
- XII. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.
- XIV. 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.
- XV. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. 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.



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- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. 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:



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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 a unbroken chain of coverage excess of the SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability**: The automobile liability policy shall be endorsed to state that:



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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-



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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.
- XXI. SAN GORGONIO PASS HISTORICAL SOCIETY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. SAN GORGONIO PASS



Beaumont-Cherry Valley Recreation and Park District

HISTORICAL SOCIETY obligation pursuant to this provision shall survive termination of this agreement.

- XXII. 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 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.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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
- XXVII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. 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

3.5.7



Beaumont-Cherry Valley Recreation and Park District

bind each respective party.

Duane Burk, General Manager, BCVRPD

Sean Balingit, President (SG Pass Historical Society)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and PRIMOZ CUISINE. BCVRPD and PRIMOZ CUISINE may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA 92223.
2. Whereas, PRIMOZ CUISINE desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for FOOD PREPARATION.
3. Whereas, PRIMOZ CUISINE represents that it has the skill, ability and personnel to render such SERVICES.

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

TERMS

- I. BCVRPD shall authorize PRIMOZ CUISINE rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on SEE TYPICALLY ONCE A MONTH, **FRIDAY FEBRUARY 8TH, 2019** and **FRIDAY APRIL 5TH 2019**, **OTHER DATES TO BE DETERMINED** for FOOD PREPARATION.
 - i. PRIMOZ CUISINE must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. 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 CHERRY VALLEY GRANGE COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to PRIMOZ CUISINE if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in their agreement.



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- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that PRIMOZ CUISINE chooses to store in or around the facility.
- i. PRIMOZ CUISINE must get prior approval for any stored items on the district property.
 - ii. PRIMOZ CUISINE will provide an inventory list of all items stored in CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. PRIMOZ CUISINE will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$25.00 PER HOUR)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (primozcuisinecatering@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.
- VI. PRIMOZ CUISINE 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 PRIMOZ CUISINE during and after all facility use.
 - ii. PRIMOZ CUISINE will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of PRIMOZ CUISINE and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time PRIMOZ CUISINE could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



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- X. BCVRPD reserves the right to reassign PRIMOS CUISINE to another facility if the CHERRY VALLEY GRANGE COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. PRIMOS CUISINE shall not duplicate any keys. If a key is lost or stolen PRIMOS CUISINE shall immediately report the loss to BCVRPD. PRIMOS CUISINE will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. PRIMOS CUISINE will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. PRIMOS CUISINE shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. PRIMOS CUISINE will be responsible for any charges incurred by a false alarm to the CHERRY VALLEY GRANGE COMMUNITY CENTER from any PRIMOS CUISINE volunteers or Board members entering the building for business.
- XV. PRIMOS CUISINE will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. PRIMOS CUISINE shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. PRIMOS CUISINE will be responsible for any damage to the facility caused by PRIMOS CUISINE members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to PRIMOS CUISINE.
- XVIII. 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.
- XIX. PRIMOS CUISINE 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. PRIMOS CUISINE 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.



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- XX. PRIMOZ CUISINE shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: PRIMOZ CUISINE 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 PRIMOZ CUISINE, its agents, representatives, employees, or subcontractors. PRIMOZ CUISINE 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:** PRIMOZ CUISINE 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.



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- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or PRIMOS CUISINE 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 PRIMOS CUISINE; 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 PRIMOS CUISINE 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 PRIMOS CUISINE 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 PRIMOS CUISINE or for which PRIMOS CUISINE 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 PRIMOS CUISINE scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the PRIMOS CUISINE 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



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volunteers for losses paid under the terms of the insurance policy which arise from work performed by PRIMOZ CUISINE.

- 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. PRIMOZ CUISINE 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. PRIMOZ CUISINE 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:** PRIMOZ CUISINE 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



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endorsements must be received and approved by the BCVRRPD before the activity commences. The BCVRRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.

- xiii. **Reporting of Claims:** PRIMOZ CUISINE shall report to the BCVRRPD, in addition to the insurer, any and all insurance claims submitted by PRIMOZ CUISINE in connection with this agreement.

XXI. PRIMOZ CUISINE its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRRPD's facilities under the terms of this agreement. PRIMOZ CUISINE obligation pursuant to this provision shall survive termination of this agreement.

XXII. PRIMOZ CUISINE shall defend, with counsel of its choosing and at PRIMOZ CUISINE 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 BCVRRPD or its directors, officials, officers, employees, volunteers and agents. PRIMOZ CUISINE shall pay and satisfy any judgment, award or decree that may be rendered against BCVRRPD 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 BCVRRPD's attorney's fees and costs, including expert witness fees. PRIMOZ CUISINE shall reimburse BCVRRPD 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 BCVRRPD, its directors, officials, officers, employees, agents and volunteers.

XXIII. 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.

XXIV. 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.



Beaumont-Cherry Valley Recreation and Park District

- XXV. 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.
- XXVI. 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. PRIMOS CUISINE
440 N 6th STREET
Banning CA 92220
- XXVII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**. 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

Roman Ortega, Owner, PRIMOS CUISINE

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT YOUTH BASEBALL/SOFTBALL (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK PARK located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between **January 1, 2019 and December 31, 2019** for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

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

TERMS

- I. BCVRPD shall authorize BYB/SB rental of the NOBLE CREEK PARK, on **SPRING SEASON JANUARY 26, 2019 – JULY 31, 2019 FALL SEASON AUGUST 25, 2019 – NOVEMBER 17, 2019** for BASEBALL/SOFTBALL LEAGUES in addition to the **WEST AND EAST SNACK BARS**.
 - i. BYB/SB must get approval for any other usage of NOBLE CREEK PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. BYB/SB is provided fields 1 - 7 Monday and Wednesday, fields 2 – 4 & 7 Tuesday, Thursday and Friday, and 1 – 7 Saturday till 3:00pm. There will be some flexibility with prior arrangements.
 - iii. BYB/SB shall lease the east and west snack bars all year. BYB/SB will reimburse BCVRPD for any and all utilities each month, including a yearly one-time fee for sewer cleaning.
 - iv. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings a year, (1) manager meeting, (2) team parents meetings, and (2) score keeper clinics.



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- II. This agreement includes full access to NOBLE CREEK PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK PARK will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. BYB/SB and BCVRPD agrees to share all mounds and bases as needed by each party. Both parties mutual agree to share replacement costs of this equipment.
 - i. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
 - iii. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment keeping both in good repair during the term of this agreement.
 - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
- III. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK PARK that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BYB/SB chooses to store in or around the facility.
 - i. BYB/SB must get prior approval for any stored items on the district property.
 - ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK PARK and the square footage needed to store the items. **(Received:)**
 - iii. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
 - iii. \$167.00 for West snack bar per month and \$1.00 for East snack bar from **January 1, 2019 – June 30, 2019.**
 - iv. \$600.00 per snack bar per month **July 1, 2019 – December 31, 2019**
 - v. Pay for the snack bars propane, electrical, and alarm service from **January 1, 2019 – December 31, 2019.**



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- vi. \$300.00 per year for Sewer cleaning.
 - vii. Payable within (10) days after Finance Services Technician invoices for the month and emails to smoody@imgsmith.com and mudbuster@aol.com.
 - viii. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - ix. There will be a \$35.00 fee payable in cash to all returned checks. This fee is required in order to restore contract.
- VI. BYB/SB shall during scheduled use perform set-up and take-down of all equipment used, and be responsible for the general cleanliness of the park after use.
- i. Cleanliness of the fields and bathrooms shall be the responsibility of BYB/SB during and after all facility use.
 - ii. BYB/SB will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time BYB/SB could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK PARK should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BYB/SB shall not duplicate any keys. If a key is lost or stolen BYB/SB shall immediately report the loss to BCVRPD. BYB/SB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XII. BYB/SB will provide the District a list of anyone that has been issued keys and for what location. **(Received:)**
- XIII. BYB/SB shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK PARK from any BYB/SB volunteers or Board members entering the building for business.



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- XV. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XVIII. 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.
- XIX. BYB/SB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
 - i. BYB/SB members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BYB/SB agrees to charge parking fees for All Star Tournament May 29, 2019 – June 2, 2019 and USA District Championship June 14, 2018 – June 16, 2018(all local players are free).
 - i. BYB/SB Board of Directors will decide the amount to distribute to BCVRPD for fair share costs, the money received will go to the Improvement Corporation fund balance.
- XXI. BYB/SB Board of Directors will provide a five year project list to BCVRPD Board of Directors ever 4 years for consideration of mutually agreed projects with attached BYB/SB approved minutes. **(Next 2020)**
- XXII. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXIII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is responsibility of BYB/SB to repair and/or clean.
- XXIV. Any volunteers operating a motorized vehicle must have a valid CA driver's license and insurance.
- XXV. BYB/SB shall not assign or attempt to assign any portion of this agreement.



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- XXVI. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXVII. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from **January 31, 2019 – June 30, 2019**. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** BYB/SB shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BYB/SB, its agents, representatives, employees, or subcontractors. BYB/SB shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** BYB/SB shall maintain limits no less than:



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



Beaumont-Cherry Valley Recreation and Park District

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



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- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** BYB/SB shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xiii. **Reporting of Claims:** BYB/SB shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BYB/SB in connection with this agreement.
- XXX. BYB/SB its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. BYB/SB obligation pursuant to this provision shall survive termination of this agreement.
- XXXI. BYB/SB shall defend, with counsel of its choosing and at BYB/SB own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BYB/SB shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BYB/SB shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.



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- XXXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXXIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXIV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXV. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BYB/SB
39821 Lincoln St
Cherry Valley CA 92223
- XXXVI. **This agreement is to be affective on January 1, 2019 and end on December 31, 2019.** It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager (BCVRPD)

Mike Hilburn, President (BYB/SB)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated **January 1, 2019** for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and TABLE OF PLENTY (“TOP”). BCVRPD and “TOP” 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. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, TABLE OF PLENTY desires to utilize BCVRPD facilities between **January 1, 2019** and **December 31, 2019** for SOUP KITCHEN.
3. Whereas, TABLE OF PLENTY represents that it has the skill, ability and personnel to OPERATE such SOUP KITCHEN.

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

TERMS

- I. BCVRPD shall authorize TABLE OF PLENTY rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on **ALL TUESDAYS AND FRIDAYS FROM 8:00AM – 1:00PM** for the sole purpose of the SOUP KITCHEN.
 - i. TABLE OF PLENTY must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. TABLE OF PLENTY cannot deliver food to the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER during any other group’s event.
- II. 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.
 - ii. TABLE OF PLENTY will have access to refrigerator and freezer during the week. TOP will leave two (2) shelves in the refrigerator and two (2) shelves in the freezer empty all days except the days of operating your SOUP



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KITCHEN.

- iii. BCVRPD will give 48 hour notice to TOP if the refrigerator and/or freezer need to be emptied for use by other group(s).
- III. BCVRPD will give notice to TABLE OF PLENTY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that TABLE OF PLENTY chooses to store in or around the facility.
 - i. TABLE OF PLENTY must get prior approval for any stored items on the district property.
 - ii. TABLE OF PLENTY 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. TABLE OF PLENTY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. TABLE OF PLENTY will not move the grand piano belonging to the Woman's Club.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. (\$80.85 each Tuesday and Friday operating the Soup Kitchen
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (djscrs@hotmail.com; chloesid@aol.com; kmfabermd@gmail.com; rdjohnson@dc.rr.com)
 - iv. A \$100.00 deposit is due at signing of Facility Use License Agreement. If TOP fails to keep a clean kitchen they will forfeit or lose the \$100.00 deposit, TOP will then be required to redeposit another \$100.00. **(2019)**
 - v. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - vi. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. TABLE OF PLENTY 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.

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Beaumont-Cherry Valley Recreation and Park District

- i. Cleanliness of the halls and bathrooms shall be the responsibility of TABLE OF PLENTY during and after all facility use.
 - ii. TABLE OF PLENTY will remove all trash to the outside trash containers after each use.
 - iii. TABLE OF PLENTY will maintain the cleanliness around the outside of the building on the days of operating the soup kitchen and will assist and inform BCVRPD with any transient situation.
 - iv. TABLE OF PLENTY will reimburse BCVRPD for the cost of an exclusive 3 yard trash bin and lock. TOP will pay for all extra trash pickups and will participate in future trash recycling at its own expense.
 - v. The service of the trash bin and lock will be arranged by BCVRPD
 - vi. The cost will be added to TOP monthly invoice as a separate line item.
 - vii. The thermostat will be remotely controlled by the BCVRPD Staff TOP., Board Members, volunteers, or staff shall not adjust the Thermostat to below 72 degrees for air conditioning. IF the Thermostat is set outside of these settings by TOP Board Members, Members, Staff, or Volunteers; TOP will have to pay for damages for the air conditioner.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of TABLE OF PLENTY and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time TABLE OF PLENTY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign TABLE OF PLENTY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. TABLE OF PLENTY shall not duplicate any keys. If a key is lost or stolen TABLE OF PLENTY shall immediately report the loss to BCVRPD. TABLE OF PLENTY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. TABLE OF PLENTY will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**



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- XIII. TABLE OF PLENTY shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. TABLE OF PLENTY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any TABLE OF PLENTY volunteers or Board members entering the building for business.
- XV. TABLE OF PLENTY will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. TABLE OF PLENTY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. TABLE OF PLENTY will be responsible for any damage to the facility caused by TABLE OF PLENTY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to TABLE OF PLENTY.
- XVIII. 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.
- XIX. TABLE OF PLENTY 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. TABLE OF PLENTY 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.
- XX. TABLE OF PLENTY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: TABLE OF PLENTY 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 TABLE OF PLENTY, its agents, representatives, employees, or subcontractors. TABLE OF PLENTY 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:



Beaumont-Cherry Valley Recreation and Park District

- 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:** TABLE OF PLENTY 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 TABLE OF PLENTY 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 TABLE OF PLENTY; and,



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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 TABLE OF PLENTY 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 TABLE OF PLENTY 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 TABLE OF PLENTY or for which TABLE OF PLENTY 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 TABLE OF PLENTY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the TABLE OF PLENTY 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 TABLE OF PLENTY.
- 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



Beaumont-Cherry Valley Recreation and Park District

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. TABLE OF PLENTY 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. TABLE OF PLENTY 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:** TABLE OF PLENTY 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:** TABLE OF PLENTY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by TABLE OF PLENTY in connection with this agreement.

XXI. TABLE OF PLENTY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action



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and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. TABLE OF PLENTY obligation pursuant to this provision shall survive termination of this agreement.

- XXII. TABLE OF PLENTY shall defend, with counsel of its choosing and at TABLE OF PLENTY 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. TABLE OF PLENTY 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. TABLE OF PLENTY 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.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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. TABLE OF PLENTY
c/o Darryl Smith
PO BOX 22
Beaumont CA 92223
- XXVII. This agreement is to be affective on **January 1, 2019** and end on **December 31, 2019**.

3.5.10



Beaumont-Cherry Valley Recreation and Park District

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

Darryl Smith (TABLE OF PLENTY)

Date

Date



Staff Report

Agenda Item No. **3.10**

To: Board of Directors:
From: Kyle Simpson, Activities Coordinator
Via: Duane Burk, General Manager
Date: November 14, 2018
Subject: 2019 Calendar of Events

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District holds special events throughout the year to benefit the community. Each year the dates change slightly due to holidays, park availability and other community events. The District would like to present the following 2019 event dates, all events are subject to change due to weather or other unforeseen natural disaster and reserve the right to change any date as necessary.

Welcome Home Vietnam Veterans	March 29, 2019
Fishing Derby	April 6 & 7, 2019
Spring Fling	April 20, 2019
Arbor Day	April 26, 2019
Memorial Wall	May 11, 2019
Movies Under the Stars (Every Monday)	June 17, 2019 – July 22, 2019
Oktoberfest	September 20 – 22, 2019
Pumpkin Carve	October 26, 2018
Winterfest	December 6, 2019 – December 7, 2019

Recommendations:

Staff recommends that the Board approves the 2019 Event dates with possibility of changes as the General Manager and Staff deem appropriate.

Fiscal Impact:

Each event has its own fiscal impact on the district and has been presented in the FY 18/19 and FY 19/20 Budget.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



Staff Report

Agenda Item No. **3.11**

To: Board of Directors:
From: Kyle Simpson, Activities Coordinator
Via: Duane Burk, General Manager
Date: December 13, 2017
Subject: 2019 Parking Fee Dates

Background and Analysis:

March 5, 2010 the Board approved (10) parking fee admission (donation) days of \$2.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball.

February 9, 2011 the Board approved (13) parking fee for donation of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball.

March 14, 2012 the Board approved (11) parking fee for donation of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball, (2) parking fee for donation of \$5.00 per car to raise money for Pass Heat Baseball Club to Travel to New York to play in the Cooperstown All Star Village Experience and will be split 50/50 with BCVRPD, along with (5) parking fee for donation for 2 events Ho'olaule'a and Oktoberfest that will go 100% to the District.

November 8, 2013 the Board approved (11) parking fee for donation days of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball, along with (4) parking fee for donation for 2 events Music Festival and Oktoberfest that will go 100% to the District.

February 12, 2014 the Board approved changes to the parking fees days, the admission will be a \$5.00 fee no longer a donation, the income from the (3) BYB regular season days will be divided 50/50 split after supplies and employee wages 50% going to joint mutual projects between BYB and BCVRPD, and 50% will go to the BCVRPD field and equipment maintenance, the additional BYB parking fee days for donation will be collected by BYB, Along with the (2) events Music Festival and Oktoberfest that will go to the District.

February 18, 2015 the Board approved the parking fees as they did in 2014, with an addition note stating how the BYB families were becoming increasingly aggressive to the district employees, and they have been yelled at, spit on and hit by a car.

November 9, 2016 the Board approved the parking fees days of (3) BYB Regular season and (2) District events as \$5.00 per card admission no donation. We also during this year changed parking fee days to be manned by security and not our staff.

Recommendations:

Staff recommends the Board approve the 2019 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 2, 2019**, (1) Parking fee day **April 13, 2018**, and (1) Closing Ceremonies Parking Fee **May 18, 2018** with all of the proceeds to be designated to the

Improvement Corporation, along with the District **September 20-22, 2019** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account. Moreover, we recommend that the Board approve to continue to use security for these said parking days.

Fiscal Impact:

There will be a positive impact to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Board of Directors
From: Kyle Simpson, Activities Coordinator
Date: November 14, 2018

Facility Users-

We are busy with facility rentals and showing properties to potential users. Noble Creek Community Center, The Grange, and the Women's Club have been busy with events. Facility users have sent me their dates for 2019 License agreements.

Recently held District Events-

- October 27th Pumpkin Carve. There were a lot of kids and families. The event was a success. We sold a lot of pumpkins and were able to give out a lot of candy thanks to our generous donations from the Board members, Contract instructors, and Walmart. Rod's Bicycle Ministry donated 6 bikes for the winners of the Scary and Funny pumpkin carving and decorating contests

Upcoming District Events-

- November 30th and December 1st -Winterfest- We have a handful return and new vendors. All advertisements are in placed on our outdoor marquee at the Grange, signs at park entrances, through Chamber of Commerce email blast, peachjar at the school district, and an ad in Record Gazette will be going out for 2 weeks before the event. Snow for the snow hill has been ordered and road closure paperwork has been submitted to the county.

Community Events/Meetings/Networking

October 30th - Facilities AdHoc meeting

Next Facilities ADHOC will meet November 13th and November 27th


Recommendations: This report is for Information purposes only.

Thank you,

Kyle Simpson
Activities Coordinator

Staff Report

Agenda Item No. 3.6

To: Chairman and Board Members
From: Duane Burk, General Manager 
Date: November 14, 2018
Subject: Bogart Park Lease and Operating Agreement, also Assignment and Assumption Agreement

Background and Analysis:

Bogart Park is located in Riverside County at the base of the San Gorgonio Mountains. Bogart has been operated by the Riverside County Parks and Trails for 88 years the County has been attempting to reassign their current lease from the Beaumont Cherry Valley Water District to a new tenant. Negotiation started three years ago in July of 2015 County staff has conducted many community outreach meetings for the public to get input on the future of Bogart.

Beaumont Cherry Valley Recreation and Park District (BCVRPD) Board members Vice Chairman Dan Hughes and Chairman John Flores have been the Ad Hoc committee along with myself and Ad Hoc representatives from the (BCVWD) Water District President John Covington and Director David Hoffman General Manager Dan Jagers, from Riverside County 5th District Supervisor office representative Mickey Valdivia. From Riverside County Parks and Trails, District representatives Director Scott Bagel and Assistant Director Kyla Brown. (Along with many other people behind the scenes)

This Team of representative have for over three years conduct studies, had community meetings, made drafts, exhibits, clarify legal language, held public meetings, overlay engineering exhibits, survey and countless other forms of communication.

First, Attached to this staff report is the Operating Agreement and Assignment and Assumption Agreement. In essence, the BCVRPD will be assigned the current County lease with 12 years remaining on the lease with a caveat that BCVRPD will renegotiate a longer lease with the BCVWD in the future.

Second is the Operating Agreement with Riverside County Parks to operate an 80 acre parcel within the boundaries of the Water District property for three years. County will compensate BCVRPD \$300,000.00 for three years or (\$100,000 per year for three years) at the end of the three year operating agreement the County will donate to the BCVRPD the 80 acre parcel.

Recommendations:

Respectfully: Staff recommends adoption of the Lease and Operating Agreement and Assignment and Assumption Agreement.

Fiscal Impact:

\$300,000.00 to the General Fund for operating Bogart. Other expenses will be identified and brought back to the Board for approval. Currently the District is conducting a financial study.

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (“Agreement”) is made by and between Riverside County Regional Park & Open-Space District (“RivCoParks”), a special district in the State of California and the Beaumont Cherry Valley Recreation & Park District (“BCVRPD”), a special district in the State of California, sometimes referred to herein as a “Party” and jointly as the “Parties”, with reference to the following:

RECITALS

WHEREAS, RivCoParks is the owner of record of approximately 78.25 acres of land identified as Assessor’s Parcel Number 401-210-011 (“Property”) and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, which is depicted in Exhibit “A”, attached and incorporated herein by reference;

WHEREAS, the Beaumont Cherry Valley Water District (“District”) is the owner of record of approximately 229.77 acres of land identified as Assessor’s Parcel Numbers 401-180-001 and 401-210-010, which is depicted in Exhibit “A”, attached hereto and incorporated herein by reference (“District’s Property”), also known as a portion of Bogart Park;

WHEREAS, the Property, originally named International Park, was dedicated on October 18, 1931, and renamed on May 27, 1957, shall be used for park or open-space purposes;

WHEREAS, the Riverside County Parks Department (“County”) is the lessee of District’s Property pursuant to that certain lease dated October 5, 1931, which is set to expire October 5, 2030;

WHEREAS, the County and BCVRPD have support of the District to enter into an Assignment & Assumption agreement for BCVRPD to assume the County’s lease of the District’s Property for the remaining lease term of 12 years;

WHEREAS, BCVRPD and District intend to negotiate a separate long-term lease of the District's Property;

WHEREAS, the residents living within the community around of Beaumont-Cherry Valley are in need of park space and associated services;

WHEREAS, RivCoParks desires to assist in providing a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, the mission of BCVRPD is to enrich and fulfill the lives of community members by providing parks, park facilities, and recreational programs of outstanding quality;

WHEREAS, the mission of BCVRPD further endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining, and operating recreation centers throughout the community;

WHEREAS, BCVRPD desires to provide a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, these associated services consist of day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, special events, and security (together "Programs and Services");

WHEREAS, RivCoParks has acquired furniture, fixtures and equipment ("Equipment") for the Property in support of providing Programs and Services; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which RivCoParks will assist in providing Programs and Services to the community of Beaumont-Cherry Valley by facilitating the transfer of the Property to BCVRPD, and BCVRPD to provide continued Programs and Services to the community of Beaumont-Cherry Valley;

NOW THEREFORE, the Parties hereby enter into this Agreement and agree to the following:

COVENANTS

ARTICLE I

PROPERTY AND TERM

1.1 Effective Date. The “Effective Date” of this Agreement is the date the Parties sign the Agreement. However, if the Parties sign the Agreement on more than one date, then the last date the Agreement is signed shall be the “Effective Date”.

1.2 Term. The term of this Agreement shall be for a term of three (3) years (“Term”) commencing on the Effective Date as defined in Section 1.1 and expiring 3 years thereafter.

1.3 Acceptance of Property. BCVRPD accepts the Property in an “as-is” and a “where is” condition based solely on BCVRPD’s own studies and investigations on the Effective Date of this Agreement.

ARTICLE II

RENT, TAXES AND UTILITIES

2.1 Rent. BCVRPD shall operate the Property and manage the Equipment in a manner providing at least the level of access and Programs and Services as currently provided by RivCoParks during the Term of this Agreement. Without limitation of the foregoing, BCVRPD shall provide the same or reasonably similar access to amenities and recreation opportunities as RivCoParks provided in RivCoParks’s operation of the Property, shall maintain a high level of customer service, shall operate the Property, and shall provide Programs and Services to the community, in lieu of payment of rent by legal tender for the Property.

2.2 Taxes and Assessments. During the term of this Agreement, BCVRPD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Property, improvements to the Property, or personal property owned by BCVRPD and located on or in the Property to the extent that such taxes, assessments and charges are not inconsistent with RivCoParks’s exempt status under the Internal Revenue Code. BCVRPD understands and agrees

that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, BCVRPD further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Property.

ARTICLE III

USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Property shall be operated by BCVRPD for the sole purpose of operating a park and related services, including the provisions of Programs and Services, for the community and for the benefit of residents and the general population of the unincorporated community of Cherry Valley and surrounding areas which may include, but is not limited to: day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, and special events, security, and Programs and Services as set forth in the Recitals of this Agreement.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by RivCoParks, BCVRPD agrees and covenants not to place or allow to be placed any deed of trust, mortgage, or any other type of security lien upon the Property during the term of this Agreement without the written consent of RivCoParks, which consent shall be in RivCoParks's absolute discretion.

3.3 Maintenance of the Property. BCVRPD shall, at its reasonable sole cost and expense, maintain, or cause to be maintained the Property, including but not limited to the mechanical, electrical, plumbing, and all operating systems of the Property including the parking lot and landscaping in good condition and repair for the purposes in Section 3.1 above and in accordance with all applicable laws, including without limitation such zoning, safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding

upon RivCoParks . RivCoParks shall pay to BCVRPD the amounts according to the payment schedule outlined in Exhibit “B”, to assist with the expenses related to maintaining the Property.

3.5 Furniture, Fixtures and Equipment. RivCoParks and BCVRPD agree and acknowledge that RivCoParks has provided and installed Equipment at the Property as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit “C” attached hereto and incorporated herein. BCVRPD shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

3.6 Compliance with Laws and Restrictions. BCVRPD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. BCVRPD further agrees to use the Property in material compliance with all laws now in force or which may hereafter be in force relative to its use and operation of the Property, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.7 Obligations. BCVRPD shall be obligated to provide Programs and Services to the community and the citizens of Riverside County including but not limited to all programs and services set forth in the Recitals and section 3.1 of this Agreement. General hours of operation are as follows:

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

The above hours are general only and subject to change. Hours may be adjusted by BCVRPD to reflect the needs of the community.

ARTICLE IV

FINANCING AND CONTRACTING WITH

THIRD PARTIES

4.1 Contracting with Third Parties. BCVRPD, in BCVRPD’s discretion, may enter into agreements and contracts in connection with the uses required to be performed, as set forth in Section 3.1 above on the Property; provided however, that all agreements or contracts in which

a third party would be permitted to exclusively occupy a portion of the Property shall be subject to the prior approval by RivCoParks in RivCoParks' reasonable discretion. All such agreements and contracts shall contain provisions necessary to protect RivCoParks, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Property as a result of such third parties actions. Any contract or other agreement entered into by BCVRPD affecting or related to the Property as contemplated by this Section 4.1 shall include a provision that gives RivCoParks the right to terminate such contract or other agreement in the event that this Agreement is terminated early or the Parties do not finalize and complete the Conveyance and defined in section 9.1 below.

4.2 No Assignment or Sublease. BCVRPD shall not assign this Agreement or sublease the Property without the written consent of RivCoParks. Such consent shall be in the sole and absolute discretion of RivCoParks and may be conditioned at the sole and absolute discretion of RivCoParks. In the event that BCVRPD subleases the Property, BCVRPD shall be required to have a sublease agreement executed between BCVRPD and the other party(ies), and as part of said agreement, require said party(ies) to procure a standard commercial liability policy in the amount of \$1,000,000 naming BCVRPD, and RivCoParks as additional insureds. A copy of such sublease agreement shall be provided to RivCoParks for RivCoParks's review and approval.

ARTICLE V

INSURANCE

5.1 Insurance. Without limiting or diminishing the BCVRPD's obligation to indemnify or hold RivCoParks harmless as set forth in section 10.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a). Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'

Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RivCoParks, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b). Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c). Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d). General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County of Riverside's Risk Manager, BCVRPD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish RivCoParks with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until RivCoParks has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BCVRPD shall notify RivCoParks of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION

DURING TERM OF AGREEMENT

6.1 Restoration of Property. If during the term of this Agreement, the Property is materially damaged such that BCVRPD is unable to provide the Programs and Services, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, RivCoParks shall have the option, but shall not be obligated to make the repairs necessary to restore RivCoParks's owned Property and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that RivCoParks determines in its sole discretion, that if it is not feasible to do so,

RivCoParks shall have the right to terminate this Agreement. Damages to the District Property shall be restored at the discretion of the District.

ARTICLE VII

DEFAULT AND TERMINATION

7.1 Events of Default. Subject to the cure provisions set forth in Section 7.2, the following events if uncured shall be a default (“Event of Default”):

(a) Failure of BCVRPD to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the uses outlined in Section 3.1 as described above;

(b) Failure of RivCoParks to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the payment provisions outlined in Section 3.4 as described above;

(b) The subjection of any material right or interest of BCVRPD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with BCVRPD’s ability to comply with the required uses set forth in Section 3.1 above in the Property.

(c) In the event the Property becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default, the non-defaulting party shall provide written notice of default to the alleged defaulting party. Each notice of default shall specify in detail the alleged “Event of Default” and the intended remedy. The alleged defaulting party shall have thirty (30) days after notice is delivered (see Section 11.3: Notices, below) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as the alleged defaulting party commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by BCVRPD continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, RivCoParks may at its election terminate this Agreement by giving BCVRPD written notice of termination. Upon the giving of notice of termination, all BCVRPD's rights in the Property and improvements shall terminate. Promptly after notice of termination, BCVRPD shall surrender and vacate the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. In the event a default by RivCoParks continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, BCVRPD may at its election, continue this Agreement, terminate this Agreement by giving RivCoParks written notice of termination, and/or accelerate the Conveyance (defined herein) to occur on a date set by BCVRPD.

7.4 Early Termination Without Cause by BCVRPD. BCVRPD may also terminate this Agreement without cause by giving written notice to RivCoParks at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, BCVRPD must surrender the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. Upon early termination by BCVRPD without cause, BCVRPD shall refund the payment made by RivCoParks to BCVRPD for the current calendar year according to the payment schedule outlined in Exhibit "B", prorated up to the date of termination based on a 365-day calendar year.

ARTICLE IIX

ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. BCVRPD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Property that could result in destruction of habitat or the contamination or pollution of said Property. BCVRPD shall at all times comply with all applicable federal, state,

and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. BCVRPD shall not use or allow anyone else to use the Property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term “hazardous material” means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. BCVRPD shall immediately notify RivCoParks in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against BCVRPD alleging environmental damage. BCVRPD shall indemnify and hold RivCoParks harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by BCVRPD or any person or entity under its control. RivCoParks represents and warrants to BCVRPD that, to the best of RivCoParks’s knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement. In the event that BCVRPD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement, then BCVRPD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and RivCoParks shall indemnify, defend and hold harmless BCVRPD from any and all liability of any type related thereto, including attorney’s fees.

ARTICLE IX

SURRENDER AND DISPOSITION OF PROPERTY

9.1 Conveyance of Property. Ninety (90) days prior to the expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement (“Donation Agreement”) in substantially the same form as the attached Exhibit “D”, and the grant deed (“Grant Deed”) in substantially the same form as the attached Exhibit “E”, each effective as of the expiration of the Agreement. The duly executed, delivered, and accepted Donation Agreement and Grant Deed will be collectively referred to as (the “Conveyance”).

9.2 Use Restriction. The Donation Agreement and Grant Deed shall both include a use restriction that states the following: “The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.” BCVRPD and RivCoParks hereby declare that it is their express intent that such restriction shall run with the land and shall bind all successors in title to the Property.

9.3 Surrender of Property. In the event this Agreement is terminated pursuant to Sections 7.3 or 7.4, BCVRPD shall surrender the Property to RivCoParks and all improvements and Equipment in a good and clean condition, reasonable wear and tear excepted, and all improvements constructed on the Property by BCVRPD (other than trade fixtures or other removable fixtures) shall become the property of RivCoParks at no cost or expense to RivCoParks.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold RivCoParks harmless from, and reimburse RivCoParks for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any

third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold RivCoParks harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 Indemnification by RivCoParks. RivCoParks shall defend, indemnify, and hold BCVRPD and its directors, officers, employees and agents harmless from, and reimburse BCVRPD for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, (i) the use by RivCoParks or any third party of the Property or any facilities located thereon arising prior to the Effective Date, (ii) any claims arising from the presence, discharge or release of hazardous materials occurring prior to the Effective Date, or (iii) any breach or default in the performance of any obligation to be performed by RivCoParks under this Agreement or any violation of governmental law or regulation, or any intentional misconduct or negligence of RivCoParks, or any officer, agent, employee, guest, or invitee of RivCoParks, regardless of whether such intentional misconduct or negligence was active or passive.

10.2 Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, the claiming party shall notify the other party in writing promptly and, if such event involves the claim of any third person, the other party shall assume all expenses with

respect to, the defense, settlement, adjustment, or compromise of any claim, provided that such claiming party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and the other party shall obtain the prior written approval of such claiming party, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. The other party shall reimburse such claiming party or any third party (including officers, directors, and employees of such claiming party) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

11.2 Severability. Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intent of this Agreement.

11.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally

recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to RivCoParks, addressed to: Regional Park & Open-Space District
County of Riverside
4600 Crestmore Road
Riverside, CA 92509
ATTN: Assistant Parks Director - Parks

If to BCVRPD, addressed to: Duane Burk
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. RivCoParks and BCVRPD agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

11.7 Attorney's Fees. In the event of any litigation between RivCoParks and BCVRPD to enforce any of the provisions of this Agreement or any right of either party hereto, Parties will be responsible for paying their own costs and expenses, including attorney's fees.

11.8 Relationship to BCVRPD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of RivCoParks and BCVRPD. BCVRPD is an Independent Contractor.

11.9 Binding on Successors. The terms, covenants, and Agreements contained herein shall bind and inure to the benefit of RivCoParks, BCVRPD, and each of their successors and permitted assigns.

11.10 Amendment. This Agreement shall not be modified or amended without the written consent of both BCVRPD and RivCoParks incorporated in a written amendment to the Agreement.

11.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVCOPARKS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

Dated: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Wesley Stanfield
Deputy County Counsel

BCVRPD

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: _____

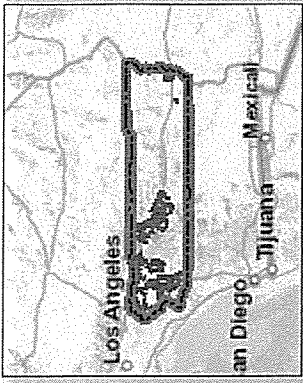
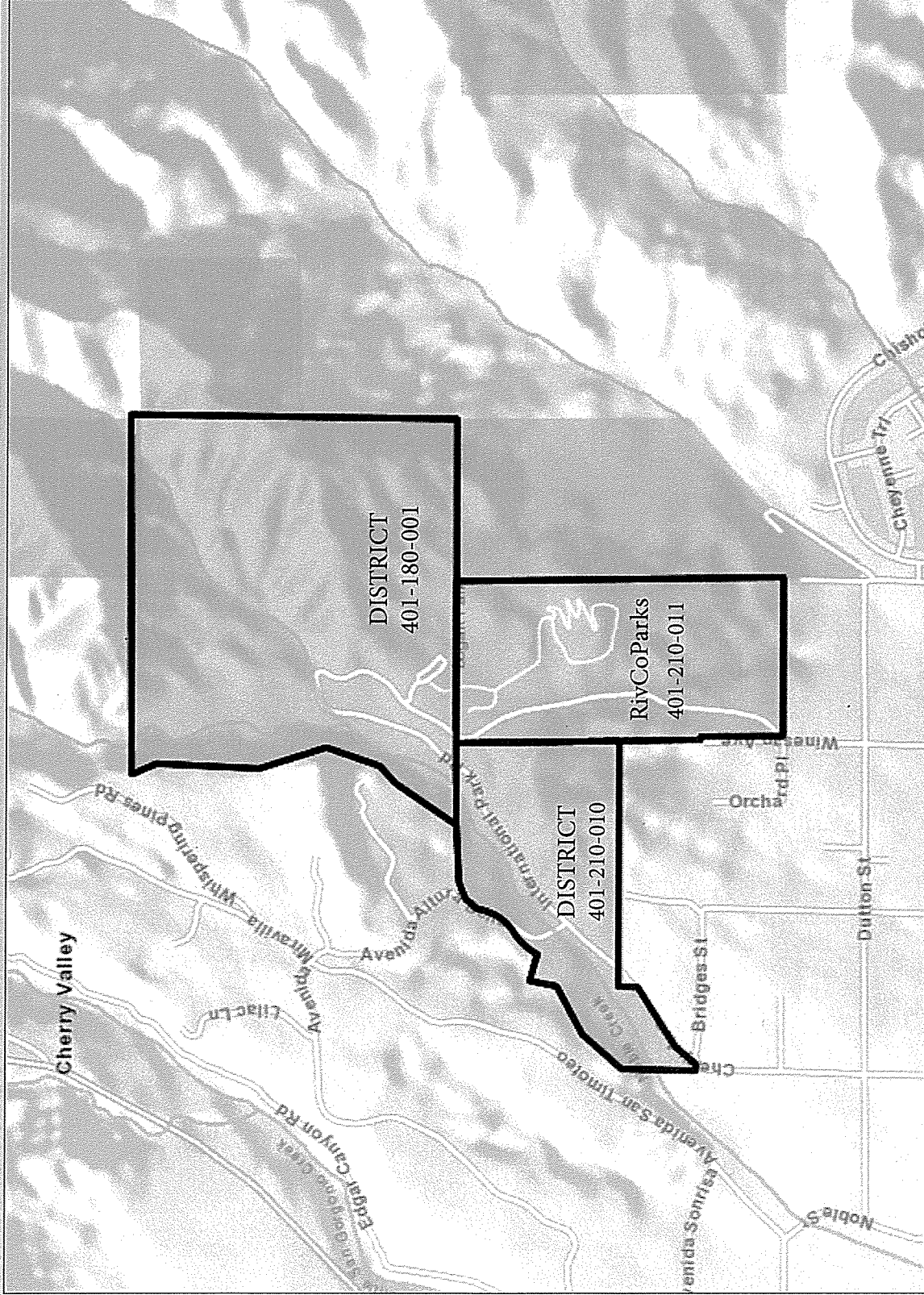
Name: _____

Title: _____

Dated: _____

Exhibit A

Bogart Park Lease & Operating Agreement



Legend

- Blue line Streams
- Dotted line City Areas
- World Street Map

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes
401-210-011; 401-210-010; 401-180-001



REPORT PRINTED ON... 10/10/2018 3:29:45 PM

© Riverside County GIS

EXHIBIT "B"

Payment Schedule:

Year 1: January 1, 2019 \$100,000

Year 2: January 1, 2020 \$100,000

Year 3: January 1, 2021 \$100,000

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

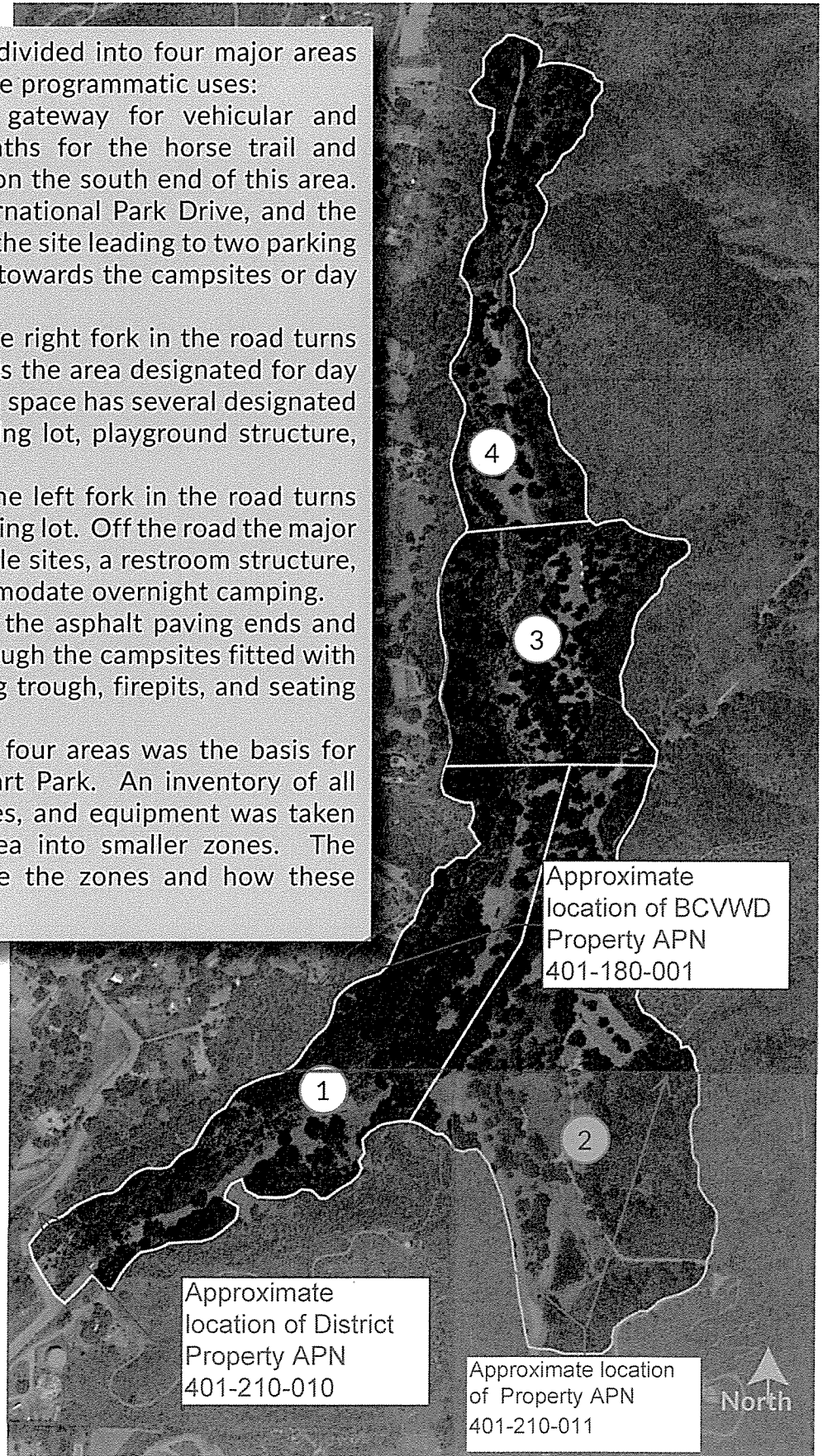
3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

- ① **Entrance**
- ② **Day Use Area**
- ③ **Camping Area**
- ④ **Equestrian Area**

Note: Equipment subject to the Lease & Operating Agreement is located on Property in a portion of Area 2.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

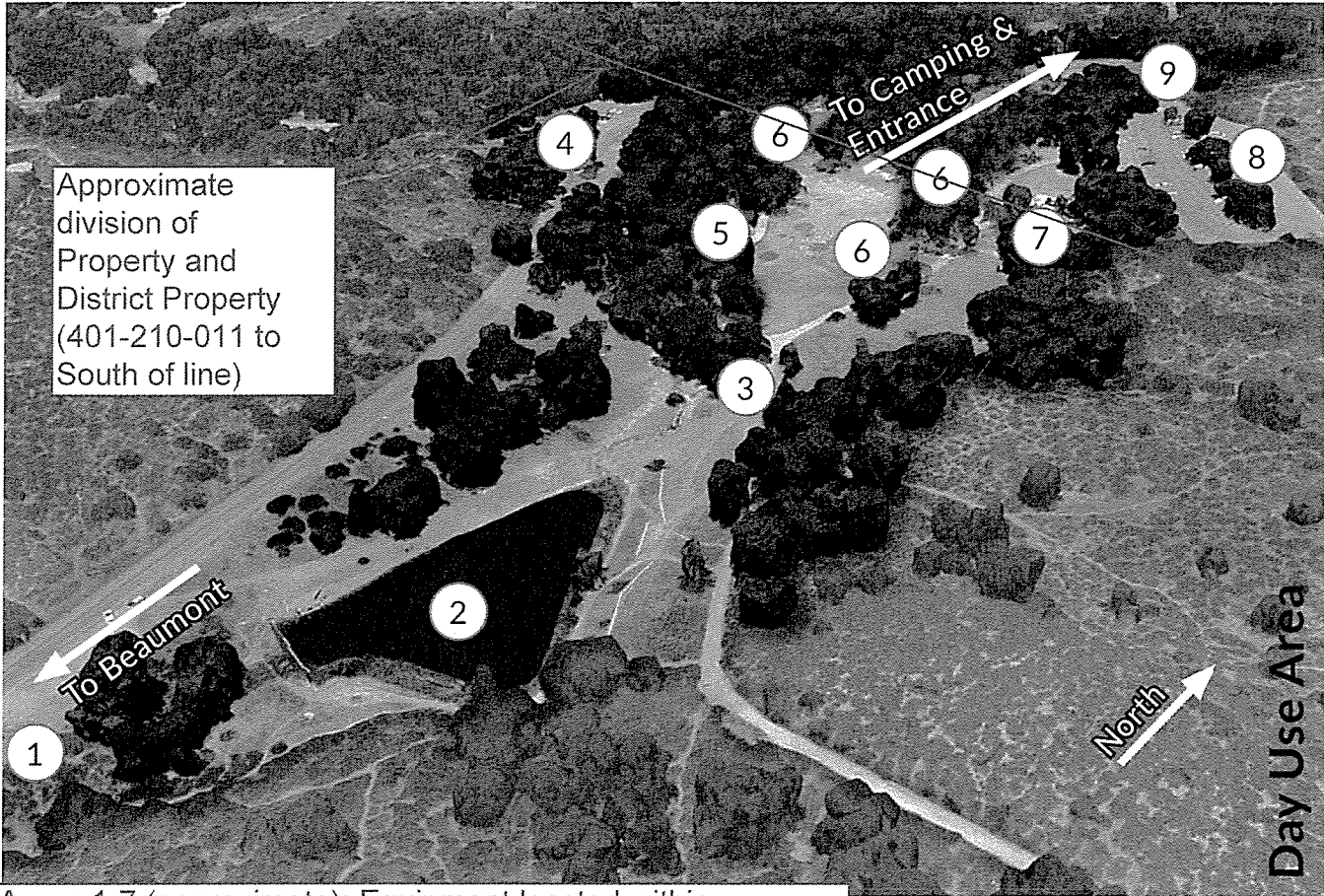
While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 2

Property and District Property (See Page 1 map herein for division)
Existing Equipment located on Property.



Areas 1-7 (approximate): Equipment located within Property.

- ① Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ② Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ③ Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- ④ Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- ⑤ Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- ⑥ Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains
- ⑦ Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- ⑧ Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- ⑨ Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

Areas 8 and 9 (approximate): Equipment located within District Property.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this ___ day of _____, 2018 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Donor**") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California, ("**BCVRPD**"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "**Parties.**"

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011 ("Property") and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, and as depicted on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, BCVRPD desires to acquire the interests in the Property for the purpose of operating and maintaining it as Bogart Park which is maintained as a public park and open-space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, BCVRPD and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on January 1, 2022 ("**Date of Transfer**"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.
2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.
3. Obligations of Donor.
 - 3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection

of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

3.2. Representations and Warranties of Donor. Donor represents and warrants to BCVRPD that:

3.2.1. No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BCVRPD, except as may be required to maintain the Property; and

3.2.2. Disclosure. Donor has disclosed to BCVRPD all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.2.3 Notice of Changes. Donor shall promptly notify BCVRPD of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BCVRPD reasonably concludes that a fact materially and adversely affects the Property, BCVRPD shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If BCVRPD terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow.

4. Real Estate Taxes, Bonds, and Assessments. To the extent that property taxes are assessed against the Property, real property taxes and assessments shall be prorated as of the Closing Date based on the most current real property tax bill available. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been paid by it, since it is exempt from payment of such taxes. BCVRPD further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

5. Possession. Possession of the Property shall be delivered to BCVRPD at the Date of Transfer.

6. Acceptance. The acceptance of the Property by BCVRPD and the Date of Transfer are subject to the satisfaction of the following prior to execution of this Agreement:

(i) BCVRPD's approval of the condition of the Property and title to the Property;

(ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;

(iii) Donor's timely performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property.

7. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donor: Riverside County Regional Park and Open Space District
Attn: Kyla Brown, Assistant Parks Director
4600 Crestmore Road
Riverside, CA 92509

Phone: (951) 955-4310

With copy to: Office of County Counsel
Attn: Synthia M. Gunzel, Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-6300

To BCVRPD: Beaumont Cherry Valley Recreation & Park District
Attn: Duane Burk, General Manager
390 W. Oak Valley Parkway
Beaumont, CA 92223

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written,

in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

10. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

11. Binding Effect on BCVRPD This Agreement is not binding until approved and executed by the Chairman of the Board of Directors of BCVRPD.

12. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by BCVRPD, BCVRPD shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of BCVRPD.

13. Form 8283 Pursuant to BCVRPD's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, BCVRPD agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after BCVRPD' receipt of such forms from Donor. Notwithstanding the foregoing, BCVRPD makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall BCVRPD endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

14. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

14. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on the following pages]

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: _____, 2018

BCVRPD:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a
special district in the State of California

By: _____
Its: President

APPROVED AS TO FORM:

By: _____

Date: _____, 2018

PARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park
and open-space district created pursuant
to the California Public Resources Code,
Division 5, Chapter 3, Article 3

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____

Deputy County Counsel

EXHIBIT "A"

[Attached]

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD SURVEY DESCRIPTION HERE.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Beaumont Cherry Valley Recreation
& Park District
390 W. Oak Valley Parkway
Attn: Duane Burk, General Manager
Phone: (951) 845-9555

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[computed on full value of property conveyed, OR
]

[computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
]

[unincorporated area; [] City of _____
]

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Grantor**"),

Does hereby grant to

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California,

all that certain real property in the County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

(Signature Page To Follow)

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD LEGAL SURVEY DESCRIPTION HERE.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) entered into this day of _____, 20____ (“Effective Date”) by and between County of Riverside, a political subdivision of the State of California (“Assignor”), and the Beaumont Cherry Valley Recreation and Parks District, a special district in the State of California (“Assignee”). ASSIGNOR, and ASSIGNEE are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, the Assignor and Beaumont Cherry Valley Water District (“District”) entered into that certain Lease Agreement dated October 5, 1931 (“Original Lease”) and that certain First Amendment to Lease dated May 19, 1998 (“First Amendment”) and that certain Second Amendment to Lease dated August 26, 2003 whereby the Parties agreed to terms and conditions for the use and operation of Assessor Parcel Numbers 401-210-010 and 401-180-001, located at 9600 Cherry Ave, Cherry Valley, California (hereinafter collectively the Original Lease, First Amendment, and Second Amendment are collectively referred to as the “Lease”), which is attached as Exhibit “A”, incorporated herein by reference; and

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor all of Assignor’s rights, benefits, duties, responsibilities and obligations in the Lease;

WHEREAS, on August 7, 2018 the District issued a Memorandum regarding the Bogart Park Land Lease Agreement Review – Parcel Description Analysis clarifying the Park boundaries and assessor parcel numbers associated with the Original Lease, which is attached as Exhibit “B”, and incorporated herein by reference;

WHEREAS, Assignee and the Riverside County Regional Park & Open-Space District (“RivCoParks”) are entering into a separate Lease & Operating Agreement for management of RivCo Parks owned APN 401-210-011, a copy of which is attached as Exhibit “C”;

WHEREAS, Assignor and Assignee agree and acknowledge that certain furniture, fixtures and equipment exist for the operation of the Lease property (the “Equipment”) as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit “D” attached hereto and incorporated herein, and further that Assignee shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

WHEREAS, on January 1, 1975, the Beaumont Water District officially adopted the name Beaumont-Cherry Valley Water District, which is attached as Exhibit “E”, and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, benefits, duties, responsibilities and obligations in and to the Lease to Assignee. The Assignee hereby accepts and assumes all of Assignor’s rights, benefits, duties, responsibilities and obligations under the Lease attached as Exhibit “A” and shall be bound by all the terms and conditions thereof.

2. Effective Date. The Effective Date of this Agreement shall be the date upon which this Assignment is fully executed by Assignee and Assignor. In the event that this Assignment is not fully executed, then this Assignment and Assumption Agreement shall be null and void.
3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the Party on whose behalf he or she signs this Agreement.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.
6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

[Signature Provisions on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ASSIGNOR:
County of Riverside, a political subdivision
of the State of California

ASSIGNEE:
Beaumont Cherry Valley Recreation
and Parks District

By: _____
 Signing Authority
 Title

By: _____
 Duane Burk
 General Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
 Wesley Stanfield
 Deputy County Counsel

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties, responsibilities and obligations as set forth in the Lease, and release Assignors from all duties and obligations under the Lease. District acknowledges Assignee as the new party to the Lease to be operative upon the Effective Date of this Assignment.

Beaumont Cherry Valley Water District

By: _____
 Signing Authority Name
 Title

Dated: _____

EXHIBIT A

“LEASE”
Consisting of:

Lease of Bogart Park

And

First Amendment to Lease with Bogart Park

And

Second Amendment to Lease with Bogart Park

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

304
A



April 28, 1998

FROM: Parks Director

SUBJECT: AMENDMENT TO BOGART PARK LEASE - Supervisorial District III

RECOMMENDED MOTION: That the Board of Supervisors approve the first Amendment to the lease between the County and Beaumont-Cherry Valley Water District for Bogart Park.

INFORMATION: The County currently leases certain real property from Beaumont-Cherry Valley Water District ("District") which property is used for recreational purposes as Bogart County Park.

The lease agreement was executed in 1931 for a term of 99 years. The District's insurance carrier would like to update and amend the agreement to add a risk transfer provision that requires the County to indemnify and hold the Beaumont-Cherry Valley Water District harmless for acts committed by County. The County is also required to obtain a policy of general liability insurance of not less than \$1 million. The new indemnification and insurance provisions are mutual.

(Continued)

COUNTY COUNSEL
MAY 04 1998
By *Shirley M. Weber*

FINANCIAL DATA: NOT APPLICABLE

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST -0-

IN CURRENT YEAR BUDGET: YES ___ NO ___

BUDGET ADJUSTMENT: YES ___ NO ___ FOR FY: _____

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION:

APPROVE

J. [Signature]

Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Mullen, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen

Noes: None

Absent: None

Date: May 19, 1998

XC: Parks, Co. Co., Auditor

Gerald A. Maloney
Clerk of the Board

By *M. [Signature]*
Deputy

3.26

3rd Dist

Department Recommendation: Policy Policy
 Consent Consent
Per Executive Office:
FORM 11 (Rev 3/96)

FIRST AMENDMENT TO BOGART PARK LEASE

The parties hereto have previously made and entered into a lease of certain real property situated generally in the County of Riverside, State of California, known as Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly organized and existing under provision of an act of the Legislature of the State of California, is the Lessor in said Lease and the County of Riverside, a political subdivision of the State of California, is Lessee thereunder.

Lessor and Lessee hereby amend the Bogart Park Lease as follows:

NINTH-Indemnification, Lessor

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless the Lessee and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the ownership, condition, use, occupancy or the exercise by Lessor of any of the rights granted herein, of the described lands without limitation, except for the sole negligence or willful misconduct of the Lessee. Lessee shall not be liable to Lessor for damage or injury done to any of the facilities placed on the premises by Lessor, including any of Lessor's property, used in connection with its operations thereon. Lessor's obligation to indemnify shall not be restricted to insurance proceeds.

TENTH-Indemnification, Lessee

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the Lessor and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the condition, use, occupancy or the exercise

is imposed, \$2 million. Lessee's officers, directors, employees and volunteers shall be included as additional insureds for the liabilities assumed in paragraph ten. Lessee, its officers, directors, employees or volunteers shall be named as additional insureds using the ISO CG 2026 or equivalent additional insured endorsement.

BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

By: Peter A. Grimes
Peter A. Grimes, Interim Presiding Officer

ATTEST: Jo Ellen Seick
Jo Ellen Seick,
Secretary

COUNTY OF RIVERSIDE (Lessee)

By: John F. Tavaglione
Chairman, Board of Supervisors
JOHN F. TAVAGLIONE
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: MAY 19 1998

GERALD A. MALONEY
Clerk of the Board

By: Samuel Long
Deputy

[SEAL]

FORM APPROVED
COUNTY COUNSEL

MAY 04 1998

By: Gordon V. Woo

157
SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Parks Department

SUBMITTAL DATE: July 15, 2003

SUBJECT: SECOND AMENDMENT TO BOGART LEASE – District V

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Second Amendment to Lease between the County of Riverside and Beaumont-Cherry Valley Water District for Bogart Park;
2. Authorize the Chairman to execute four (4) copies of the Second Amendment;
3. Direct the Clerk of the Board to return four (4) copies of the amendment to the Parks Department for further processing; and
4. Authorize the Parks Director to execute and administer same in accordance with its terms and conditions.

BACKGROUND: The County currently leases certain real property from the Beaumont-Cherry Valley Water District (BCVWD) ("District") for recreational purposes at Bogart County Park. The Lease Agreement was executed in 1931 for a term of 99 years. On May 19, 1998, M.O. 3.26, your honorable Board approved the First Amendment to the Bogart Lease to add a risk transfer provision that required the County to indemnify and hold the BCVWD harmless for acts committed by the County.
(continued on page 2)

386- Second Amendment to Bogart Lease

Attachment: Second Amendment to Lease

BCVWD, Co. Co.

Paul Frandsen

Paul Frandsen, Parks Director

FINANCIAL DATA: Not applicable

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST \$

IN CURRENT YEAR BUDGET: \$

BUDGET ADJUSTMENT FY: \$

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

S. Duggan

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Wilson, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable and Wilson

Noes: None

Absent: Ashley

Date: August 26, 2003

xc: Parks, Co.Co., Auditor

Nancy Romero
Clerk to the Board

By *[Signature]*
Deputy

Subject: SECOND AMENDMENT TO BOGART LEASE

(Continued from Page 1)

The BCVWD insurance carrier would like to update and amend the First Amendment to modify indemnification language with a mutual hold harmless/indemnification provision between the Parks Department and BCVWD.

County Risk Management and County Counsel have reviewed the Second Amendment and approved it as to form.

1
2 **SECOND AMENDMENT TO BOGART PARK LEASE**

3 **HOLD HARMLESS AND INDEMNIFICATION**

4 **(Terms and Conditions Ninth and Tenth)**

5 The parties hereto have previously made and entered into a lease of certain real
6 property situated generally in the County of Riverside, State of California, known as
7 Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly
8 organized and existing under provisions of an act of the Legislature of the State of
9 California, is the Lessor in said Lease and the County of Riverside, a political
10 subdivision of the State of California, is Lessee thereunder.

11 Lessor and Lessee hereby amend the Bogart Park Lease terms and conditions
12 Ninth and Tenth as follows:

13 Beaumont-Cherry Valley Water District, its directors, officers, employees and
14 representatives (collectively hereinafter: "District") shall indemnify and hold harmless
15 the County of Riverside, its agencies, Districts, Special Districts and Departments, their
16 respective directors, officers, Board of Supervisors, elected and appointed officials,
17 employees, agents and representatives (collectively hereinafter: "County") from any
18 liability whatsoever, including but not limited to property damage, bodily injury or death
19 of any person, that arises out of the District's operation of, maintenance, repair or
20 replacement, and/or transportation to or from the District's facilities of equipment located
21 on the property leased by the District to the County, commonly known as Bogart Park.
22 District shall defend, at its sole expense, all claims, actions, proceedings and suits, in
23 law or in equity, and shall pay all costs and fees including but not limited to attorney
24 fees, cost of investigation, settlements or awards, arising out of the District's operation
25 of, maintenance, repair or replacement, and/or transportation to or from the District's
26 facilities of equipment at Bogart Park.

27 The County shall indemnify and hold harmless the District from any liability
28 whatsoever, including but not limited to property damage, bodily injury or death of any

1 person, that arises out of the County's use, operation or maintenance of Bogart Park,
2 including County's active or passive negligence or negligence per se. County shall
3 defend, at its sole expense, all claims, actions, proceedings and suits, in law or equity,
4 and shall pay all costs and fees including but not limited to attorney fees, cost of
5 investigation, settlements or awards, arising out of the County's use, operation or
6 maintenance of Bogart Park.

7 With respect to any action or claim subject to indemnification herein by either
8 party, the indemnifying party shall, at its sole cost, have the right to retain counsel of its
9 own choice and shall have the right to adjust, settle, or compromise any such action or
10 claim without the prior consent of the other party; provided, however, that any such
11 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
12 the party's obligation to indemnify the other party as set forth herein. The indemnifying
13 party's obligation to defend, indemnify and hold harmless the other party shall be
14 subject to the indemnified party having given the indemnifying party written notice as
15 soon as practicable of a claim or an incident that may give rise to a claim, or of the
16 commencement of any related action, and will provide information and reasonable
17 assistance. The indemnifying party's obligation hereunder shall be satisfied when the
18 indemnitor has provided to the indemnified party a copy of a dismissal or release that
19 relieves the indemnified party from any liability for said action or claim.

20 In the event there is conflict between this clause and California Civil Code
21 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
22 interpretation shall not relieve Beaumont-Cherry Valley Water District from indemnifying
23 the County to the fullest extent allowed by law.

24 //

25 //

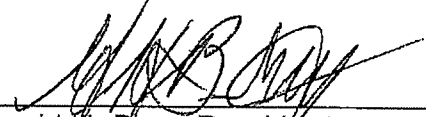
26 //


27 //

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1 Dated: AUG 26 2003

BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

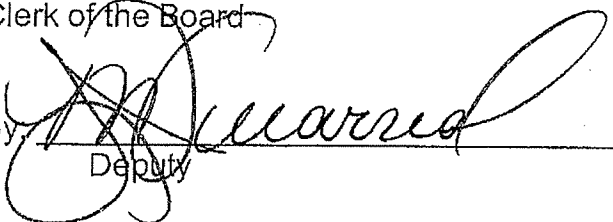
By: 
Gerald H. Brey, President
Board of Directors

6
7 ATTEST: 
8 C. J. Butcher, Secretary

9
10 COUNTY OF RIVERSIDE (Lessee)

11 By: 
12 John Tavaglione, Chairman
13 Board of Supervisors

14 ATTEST:
15 Nancy Romero
16 Clerk of the Board

17 By: 
18 Deputy

FORM APPROVED
COUNTY COUNSEL

AUG 18 2003

BY 
ASSISTANT COUNTY COUNSEL

26 wordocs/Att-386 2nd Amendment Bogart Lease

Exhibit B

BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue
Beaumont, CA 92223
(951)-845-9581

August 7, 2018

MEMORANDUM

TO: Board of Directors
FROM: Daniel K. Jagers, General Manager
SUBJECT: Beaumont-Cherry Valley Water District
Bogart Park Land Lease Agreement Review – Parcel Description
Analysis

District Staff has identified a discrepancy in the boundary description on the original 1931 Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County. The purpose of this Technical Memorandum is to set forth the findings of District Staff after further investigation of this issue.

Boundary Analysis

Figure 1 (attached) shows the parcels referred to in the Lease Agreement and their recorded acreage according to the County Assessor-Clerk-Recorder. A detailed parcel breakdown of the map attached to the Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County is attached as in Figure 2. The lease agreement identified the total acreage as **254.58** acres. However, the total acreage associated with all of the BCVWD parcels, according to the County Assessor-Clerk-Recorder is **381.70** acres. District Staff has reviewed the Lease Agreement in order to resolve this discrepancy.

30 | ... containing 49.58 acres, more or less.
31 | The several parcels of land as hereinbefore described, comprise
32 | ~~254.58~~
33 | ^{381.70}
34 | 257.17
35 | 257.17
36 | 1.

The Lease Agreement is attached as Exhibit A. On page 1 in the Lease Agreement lines 17-19, outlining BCVWD parcels 3 and 4 from Figure 1, have been omitted. This omission indicates that these BCVWD parcels (160 acres total as identified in the Lease Agreement) were not included in the lease. These Parcels are shown in red in Figure 2 (attached).

17 | ~~undivided one half (1/2) of the south half (S1/2) of the~~
 18 | ~~N. E. 1/4 and the W. 1/2 of the S. E. 1/4 of Section 14, T. 23,~~
 19 | ~~R. 1W., S. B. B. & M., Riverside County, California, con-~~
 | ~~taining 100.0 acres, more or less.~~ *2.871*

District compared the acreages reported in the Land Lease Agreement and by the County Assessor-Clerk-Recorder for the remaining parcels. A comparison of the acreages reported by each source is attached as Exhibit B. There were minor differences in acreage for each parcel, summing to a total difference of 8.07 acres. The Lease Agreement uses language which allows for small differences in the acreage depending on the true area of the various sections of land. District Staff believe these discrepancies do not actually indicate a problem with the defined boundaries in the agreement.

However, District Staff believe there is a grammatical error in one of the boundary descriptions. In order to properly describe the land shown in the map attached to the lease agreement, a comma should be added and the word "of" should be omitted as shown below in red.

26 | All that part of the W. 1/2 of the N. E. 1/4 of the S. W. 1/4, the
 27 | N. W. 1/4 of the S. W. 1/4, ~~or~~ the N. E. 1/4 of the S. W. 1/4 of the S. W. 1/4
 28 | of Section 23, T. 23., R. 1W., S. B. B. & M., Riverside County,
 29 | California, not contained in the map of the subdivision of La
 30 | Mesa Miravilla, recorded in the Recorder's Office of Riverside
 | County, California, in book 5 of Maps at Page 79, and except-
 | ing therefrom 0.32 acres conveyed by deed to L. L. Davidson
 | dated November 5th, 1914, containing 49.58 acres, more or less.

District Staff also noted that according to the description in the Lease Agreement APN's 401-210-005 and 401-210-006 were included as a part of parcel 1D. These parcels in question are shown in a map attached as Figure 2. The parcels appear to be part of the area included in the lease but are currently owned by private entities, not the District. This issue will have to be resolved moving forward.

Figure 1
BCVWD and RIV CO Parcels

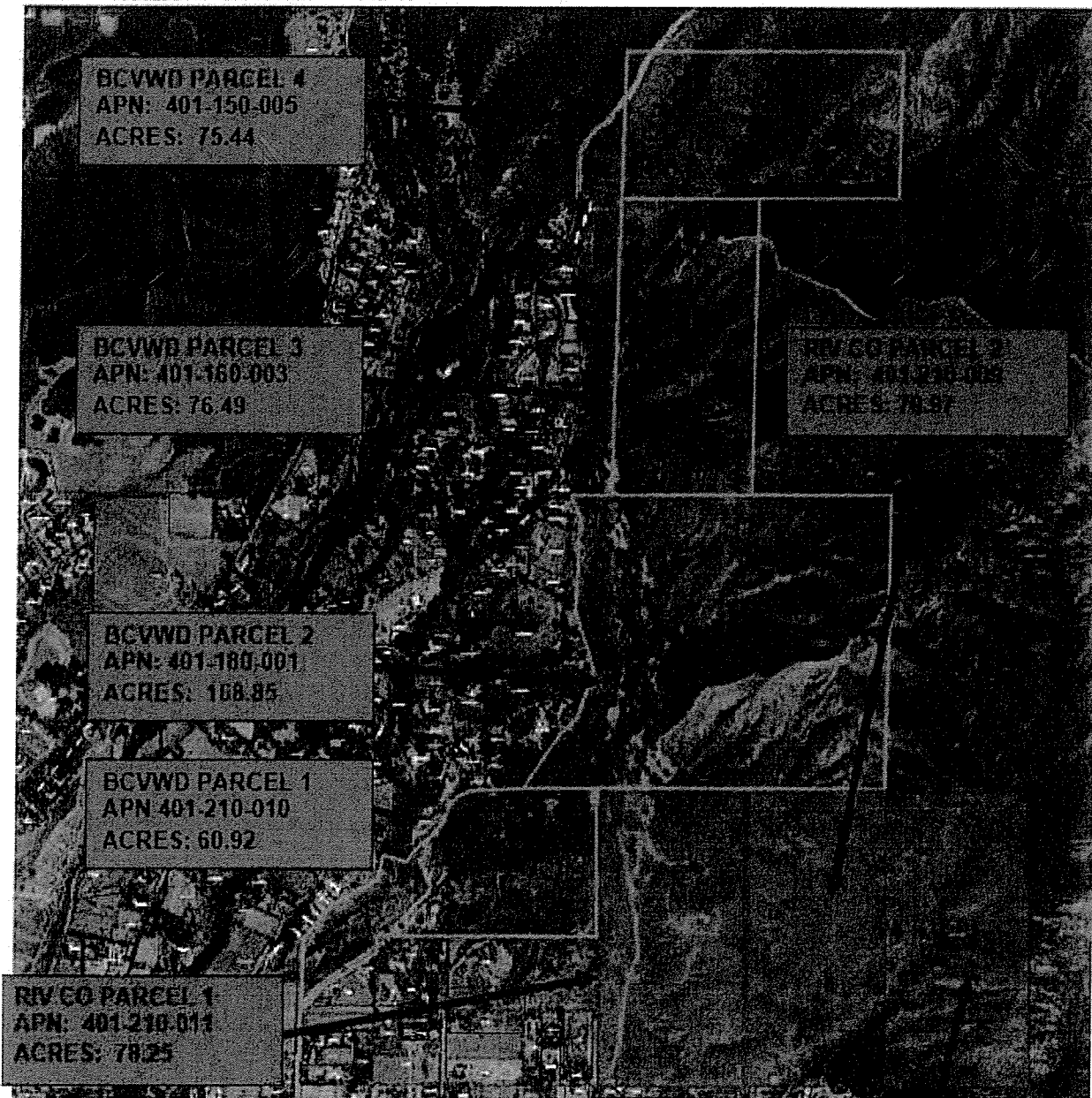


Figure 2
Parcels as Defined in Lease Agreement

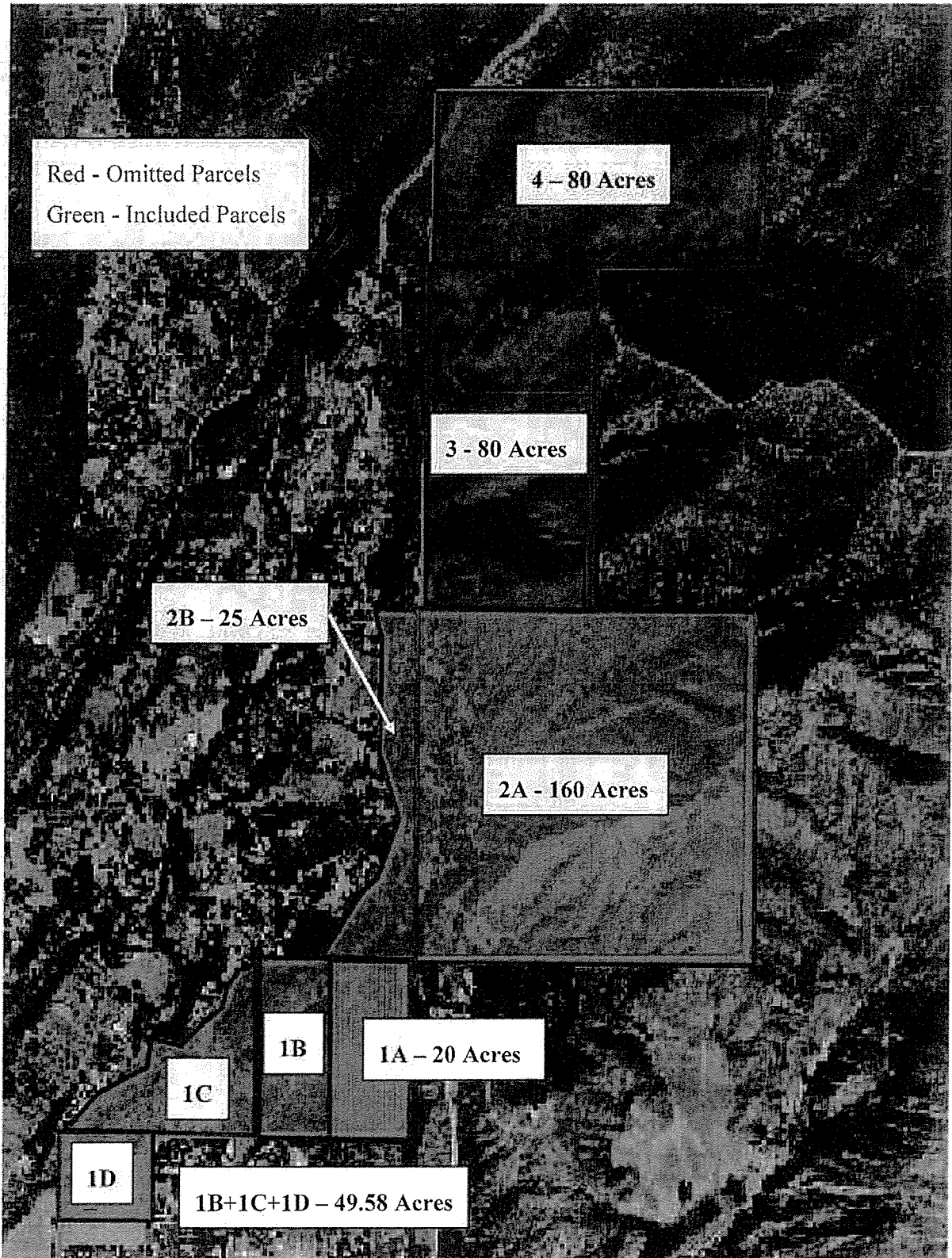


Figure 3

Privately Owned Parcels Potentially Included in Lease



Exhibit A

Land Lease Agreement

LEASE

THIS AGREEMENT, made this 5th day of October, 1931 by and between the Beaumont Irrigation District, an irrigation district duly organized and existing under provisions of an act of the Legislature of the State of California, as approved March 31, 1897, and the acts amendatory and supplementary thereto, FIRST PARTY, hereinafter termed "Lessor", and the County of Riverside, State of California, SECOND PARTY, hereinafter termed "Lessee",

WITNESSETH: That the said Party of the First Part does, by these presents, demise and lease unto the said Party of the Second Part, for a term of ninety-nine years from the date hereof that certain real property located in Riverside County, State of California, the location thereof being shown in red on the blue-print map attached hereto and made a part hereof, together with the appurtenances thereto appertaining, and more particularly described as follows, to-wit:

Omitted Parcels 3 and 4

Undivided one half (1/2) of the South half (1/2) of the N. E. 1/4 and the W. 1/2 of the S. 1/4 of Section 14, T. 29., R. 1W., S. B. B. & M., Riverside County, California, containing 100.0 acres, more or less.

The N. E. 1/4 of Section 23, T. 29., R. 1W., S. B. B. & M., Riverside County, California, containing 100.0 acres, more or less. All that part of the N. E. 1/4 of Sec. 23, T. 29., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision La Mesa Miravilla as recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, containing 25.0 acres, more or less.

Parcel 2A

Parcel 2B

The E. 1/2 of the N. E. 1/4 of the S. 1/4 of Sec. 23, T. 29., R. 1W., S. B. B. & M., Riverside County, California, containing 20 acres, more or less.

Parcel 1A

Parcel 1B

Parcel 1C

Parcel 1D

All that part of the W. 1/2 of the N. E. 1/4 of the S. 1/4, the N. W. 1/4 of the S. 1/4 or the N. W. 1/4 of the S. W. 1/4 of the S. 1/4 of Section 23, T. 29., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision of La Mesa Miravilla, recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, and excepting therefrom 0.32 acres conveyed by deed to L. L. Davidson dated November 5th, 1914, containing 49.58 acres, more or less.

The several parcels of land as hereinbefore described comprise 254.58 acres, more or less.

Handwritten signature and initials.

1 This agreement is made on the following terms and con-
2 ditions:

3 FIRST. The premises hereby let by the Lessor are to be
4 used specifically by the Lessee for public park purposes and not
5 otherwise.

6 SECOND. The Lessee hereby acknowledges the title of the
7 Lessor in and to the said described premises and agrees never to
8 assail or resist said title, other than as limited by this agree-
9 ment.

10 THIRD. The Lessee shall not assign or transfer this agree-
11 ment, in whole or in part, or permit any other person to use the
12 right or privilege hereby given without the written consent of the
13 Lessor first had and obtained.

14 FOURTH. The Lessee will fully pay for all materials joined
15 or affixed to said premises by or upon the authority of said Lessee,
16 and pay in full all persons that perform labor upon said premises
17 for the said Lessee and will not permit or suffer any Mechanic's
18 Liens or Materialmen's Liens of any kind or nature to be enforced
19 against said premises or any work done or materials furnished
20 thereon at the Lessee's instance or request.

21 FIFTH. The Lessor hereby agrees that the heretofore des-
22 cribed lands shall be in full charge and care coming under direct
23 supervision of the County Board of Supervisors of Riverside County,
24 California, the same being the Lessee, so long as the same are main-
25 tained and used for public park purposes, subject to water right
26 reservations, reservations for the development of water, the laying
27 and maintaining of water lines either above or beneath the soil
28 surface and such other necessary works as pertain to waterworks,
29 together with the further reservation of all mineral and mining
30 rights on or attaching to said premises.

31 SIXTH. The Lessee hereby agrees to use said premises here-
32 by let during the term of said lease for public park purposes only

1 and further agrees that the said First Party, its employees or
2 agents, shall at all times have free entrance and access to said
3 premises for the purpose of doing any and all necessary labor,
4 work, or things in connection with the reservations herein reser-
5 ved by the said First Party.

6 SEVENTH. It is hereby understood and agreed by and between
7 the said Lessor and Lessee that the said Lessee shall have the right
8 and authority to erect and/or construct any improvements, buildings,
9 or structures which the said Lessee may desire and which are inci-
10 dental and reasonable to the occupancy of said premises for public
11 park purposes so long as said Lessee does not create or permit to
12 exist a condition of waste upon said premises and so long as said
13 improvements, buildings or structures do not interfere with the
14 maintenance and operation of the water rights and mineral rights
15 herein reserved by the said First Party. And it is further under-
16 stood by and between the said Lessor and the said Lessee that the
17 said Lessee during the term of this lease shall keep and protect
18 the said Lessor free from any damage or loss as the result of the
19 occupancy of the said Lessee of the devised premises for public
20 park purposes.

21 EIGHTH. The terms and conditions of this agreement shall
22 inure to the benefit of and be binding upon the heirs, executors,
23 administrators, successors and assigns of the parties hereto, ex-
24 cept that in case any court of competent jurisdiction adjudges
25 that the making of this lease was in excess of the legal rights of
26 the Beaumont Irrigation District so to do then in that event the
27 Lessor may without liability cancel such lease or for any violation
28 of the covenants or conditions may terminate the estate hereby cre-
29 ated and granted to the said Lessee with the further understanding
30 that in the event of such termination as herein provided for the
31 said Lessee shall have the right thereupon to remove from said
32 premises any buildings or structures placed thereupon by the said

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Lessee and in so doing the said Lessee shall save and protect the
said Lessor from any damages in the removal thereof.

BEAURONT IRRIGATION DISTRICT

By *E. Morcos*
President

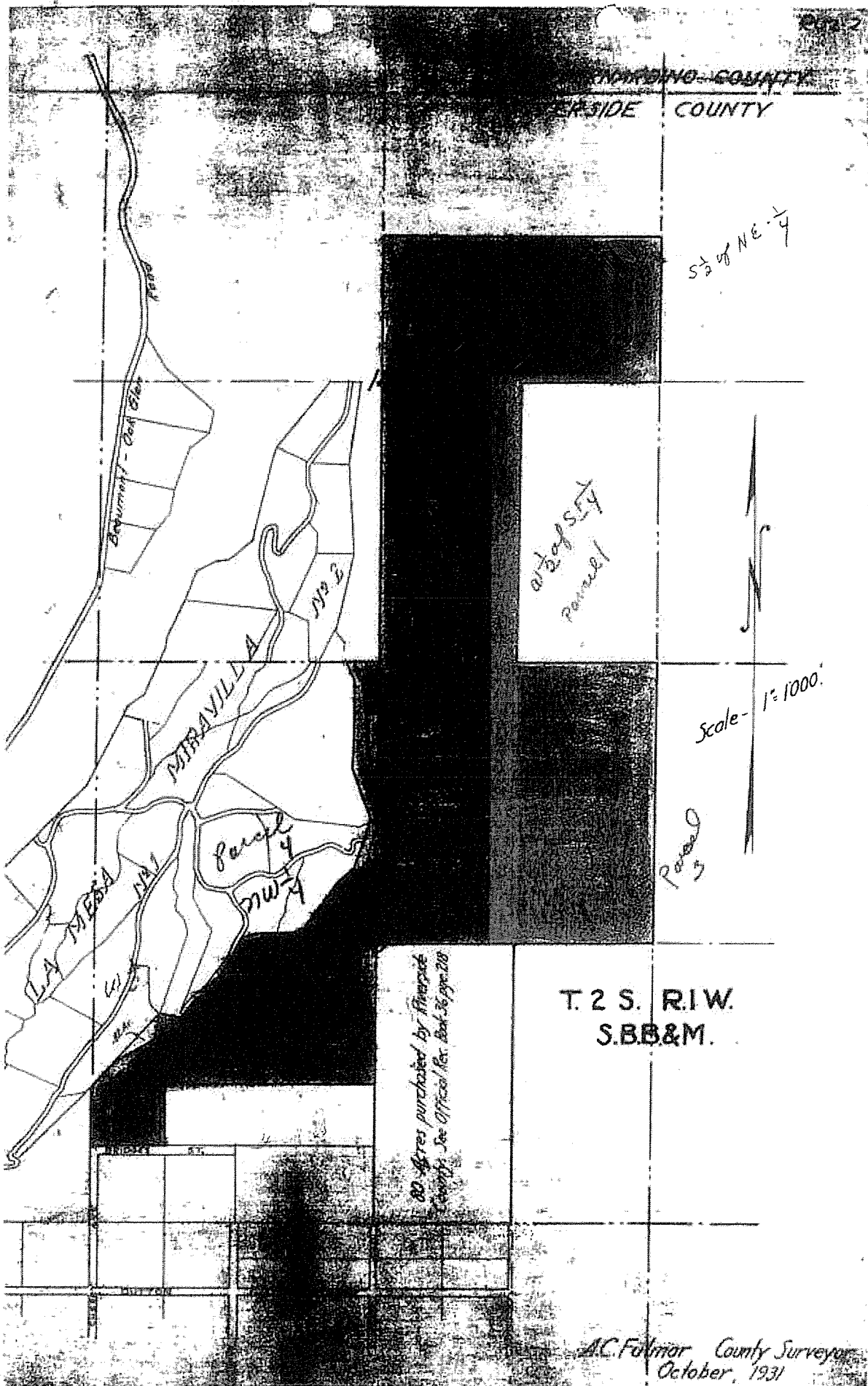
Attest *Diatt*
Secretary

COUNTY OF RIVERSIDE

By *W. E. ...*
Chairman of the Board of
Supervisors of Riverside
County, California.

*Approved
By the Board
of Supervisors
of Riverside County
March 11, 1954*

INDIANO COUNTY
ERSIDE COUNTY



$S\frac{3}{4}$ of NE $\frac{1}{4}$

also of SE $\frac{1}{4}$
Parcel 1

Scale - 1" = 1000'

Parcel 3

80 Acres purchased by Miravilla
Company. See Official Rec. Book 36 page 218

T. 2 S. R. 1 W.
S. B. B. & M.

A.C. Fulmer County Surveyor
October, 1931

Exhibit B
Acreage Study

Exhibit B
BCVWD
Bogart Park Acreage Analysis

Section 23			
Parcel #	Size		Difference
	Agreement	County Record	
2	160 25	168.85	16.15
1	20 49.58	60.92	8.66
Total	254.58	229.77	24.81

Parcel Acreage Calculations
 Prepared By: KEJ

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (“Agreement”) is made by and between Riverside County Regional Park & Open-Space District (“RivCoParks”), a special district in the State of California and the Beaumont Cherry Valley Recreation & Park District (“BCVRPD”), a special district in the State of California, sometimes referred to herein as a “Party” and jointly as the “Parties”, with reference to the following:

RECITALS

WHEREAS, RivCoParks is the owner of record of approximately 78.25 acres of land identified as Assessor’s Parcel Number 401-210-011 (“Property”) and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, which is depicted in Exhibit “A”, attached and incorporated herein by reference;

WHEREAS, the Beaumont Cherry Valley Water District (“District”) is the owner of record of approximately 229.77 acres of land identified as Assessor’s Parcel Numbers 401-180-001 and 401-210-010, which is depicted in Exhibit “A”, attached hereto and incorporated herein by reference (“District’s Property”), also known as a portion of Bogart Park;

WHEREAS, the Property, originally named International Park, was dedicated on October 18, 1931, and renamed on May 27, 1957, shall be used for park or open-space purposes;

WHEREAS, the Riverside County Parks Department (“County”) is the lessee of District’s Property pursuant to that certain lease dated October 5, 1931; which is set to expire October 5, 2030;

WHEREAS, the County and BCVRPD have support of the District to enter into an Assignment & Assumption agreement for BCVRPD to assume the County’s lease of the District’s Property for the remaining lease term of 12 years;

WHEREAS, BCVRPD and District intend to negotiate a separate long-term lease of the District's Property;

WHEREAS, the residents living within the community around of Beaumont-Cherry Valley are in need of park space and associated services;

WHEREAS, RivCoParks desires to assist in providing a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, the mission of BCVRPD is to enrich and fulfill the lives of community members by providing parks, park facilities, and recreational programs of outstanding quality;

WHEREAS, the mission of BCVRPD further endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining, and operating recreation centers throughout the community;

WHEREAS, BCVRPD desires to provide a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, these associated services consist of day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, special events, and security (together "Programs and Services");

WHEREAS, RivCoParks has acquired furniture, fixtures and equipment ("Equipment") for the Property in support of providing Programs and Services; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which RivCoParks will assist in providing Programs and Services to the community of Beaumont-Cherry Valley by facilitating the transfer of the Property to BCVRPD, and BCVRPD to provide continued Programs and Services to the community of Beaumont-Cherry Valley;

NOW THEREFORE, the Parties hereby enter into this Agreement and agree to the following:

COVENANTS

ARTICLE I

PROPERTY AND TERM

1.1 Effective Date. The “Effective Date” of this Agreement is the date the Parties sign the Agreement. However, if the Parties sign the Agreement on more than one date, then the last date the Agreement is signed shall be the “Effective Date”.

1.2 Term. The term of this Agreement shall be for a term of three (3) years (“Term”) commencing on the Effective Date as defined in Section 1.1 and expiring 3 years thereafter.

1.3 Acceptance of Property. BCVRPD accepts the Property in an “as-is” and a “where is” condition based solely on BCVRPD’s own studies and investigations on the Effective Date of this Agreement.

ARTICLE II

RENT, TAXES AND UTILITIES

2.1 Rent. BCVRPD shall operate the Property and manage the Equipment in a manner providing at least the level of access and Programs and Services as currently provided by RivCoParks during the Term of this Agreement. Without limitation of the foregoing, BCVRPD shall provide the same or reasonably similar access to amenities and recreation opportunities as RivCoParks provided in RivCoParks’s operation of the Property, shall maintain a high level of customer service, shall operate the Property, and shall provide Programs and Services to the community, in lieu of payment of rent by legal tender for the Property.

2.2 Taxes and Assessments. During the term of this Agreement, BCVRPD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Property, improvements to the Property, or personal property owned by BCVRPD and located on or in the Property to the extent that such taxes, assessments and charges are not inconsistent with RivCoParks’s exempt status under the Internal Revenue Code. BCVRPD understands and agrees

that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, BCVRPD further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Property.

ARTICLE III

USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Property shall be operated by BCVRPD for the sole purpose of operating a park and related services, including the provisions of Programs and Services, for the community and for the benefit of residents and the general population of the unincorporated community of Cherry Valley and surrounding areas which may include, but is not limited to: day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, and special events, security, and Programs and Services as set forth in the Recitals of this Agreement.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by RivCoParks, BCVRPD agrees and covenants not to place or allow to be placed any deed of trust, mortgage, or any other type of security lien upon the Property during the term of this Agreement without the written consent of RivCoParks, which consent shall be in RivCoParks's absolute discretion.

3.3 Maintenance of the Property. BCVRPD shall, at its reasonable sole cost and expense, maintain, or cause to be maintained the Property, including but not limited to the mechanical, electrical, plumbing, and all operating systems of the Property including the parking lot and landscaping in good condition and repair for the purposes in Section 3.1 above and in accordance with all applicable laws, including without limitation such zoning, safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding

upon RivCoParks . RivCoParks shall pay to BCVRPD the amounts according to the payment schedule outlined in Exhibit “B”, to assist with the expenses related to maintaining the Property.

3.5 Furniture, Fixtures and Equipment. RivCoParks and BCVRPD agree and acknowledge that RivCoParks has provided and installed Equipment at the Property as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit “C” attached hereto and incorporated herein. BCVRPD shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

3.6 Compliance with Laws and Restrictions. BCVRPD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. BCVRPD further agrees to use the Property in material compliance with all laws now in force or which may hereafter be in force relative to its use and operation of the Property, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.7 Obligations. BCVRPD shall be obligated to provide Programs and Services to the community and the citizens of Riverside County including but not limited to all programs and services set forth in the Recitals and section 3.1 of this Agreement. General hours of operation are as follows:

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

The above hours are general only and subject to change. Hours may be adjusted by BCVRPD to reflect the needs of the community.

ARTICLE IV

FINANCING AND CONTRACTING WITH

THIRD PARTIES

4.1 Contracting with Third Parties. BCVRPD, in BCVRPD’s discretion, may enter into agreements and contracts in connection with the uses required to be performed, as set forth in Section 3.1 above on the Property; provided however, that all agreements or contracts in which

a third party would be permitted to exclusively occupy a portion of the Property shall be subject to the prior approval by RivCoParks in RivCoParks' reasonable discretion. All such agreements and contracts shall contain provisions necessary to protect RivCoParks, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Property as a result of such third parties actions. Any contract or other agreement entered into by BCVRPD affecting or related to the Property as contemplated by this Section 4.1 shall include a provision that gives RivCoParks the right to terminate such contract or other agreement in the event that this Agreement is terminated early or the Parties do not finalize and complete the Conveyance and defined in section 9.1 below.

4.2 No Assignment or Sublease. BCVRPD shall not assign this Agreement or sublease the Property without the written consent of RivCoParks. Such consent shall be in the sole and absolute discretion of RivCoParks and may be conditioned at the sole and absolute discretion of RivCoParks. In the event that BCVRPD subleases the Property, BCVRPD shall be required to have a sublease agreement executed between BCVRPD and the other party(ies), and as part of said agreement, require said party(ies) to procure a standard commercial liability policy in the amount of \$1,000,000 naming BCVRPD, and RivCoParks as additional insureds. A copy of such sublease agreement shall be provided to RivCoParks for RivCoParks's review and approval.

ARTICLE V

INSURANCE

5.1 Insurance. Without limiting or diminishing the BCVRPD's obligation to indemnify or hold RivCoParks harmless as set forth in section 10.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a). Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'

Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RivCoParks, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b). Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c). Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d). General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County of Riverside's Risk Manager, BCVRPD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish RivCoParks with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until RivCoParks has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BCVRPD shall notify RivCoParks of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION

DURING TERM OF AGREEMENT

6.1 Restoration of Property. If during the term of this Agreement, the Property is materially damaged such that BCVRPD is unable to provide the Programs and Services, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, RivCoParks shall have the option, but shall not be obligated to make the repairs necessary to restore RivCoParks's owned Property and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that RivCoParks determines in its sole discretion, that if it is not feasible to do so,

RivCoParks shall have the right to terminate this Agreement. Damages to the District Property shall be restored at the discretion of the District.

ARTICLE VII

DEFAULT AND TERMINATION

7.1 Events of Default. Subject to the cure provisions set forth in Section 7.2, the following events if uncured shall be a default (“Event of Default”):

(a) Failure of BCVRPD to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the uses outlined in Section 3.1 as described above;

(b) Failure of RivCoParks to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the payment provisions outlined in Section 3.4 as described above;

(b) The subjection of any material right or interest of BCVRPD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with BCVRPD’s ability to comply with the required uses set forth in Section 3.1 above in the Property.

(c) In the event the Property becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default, the non-defaulting party shall provide written notice of default to the alleged defaulting party. Each notice of default shall specify in detail the alleged “Event of Default” and the intended remedy. The alleged defaulting party shall have thirty (30) days after notice is delivered (see Section 11.3: Notices, below) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as the alleged defaulting party commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by BCVRPD continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, RivCoParks may at its election terminate this Agreement by giving BCVRPD written notice of termination. Upon the giving of notice of termination, all BCVRPD's rights in the Property and improvements shall terminate. Promptly after notice of termination, BCVRPD shall surrender and vacate the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. In the event a default by RivCoParks continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, BCVRPD may at its election, continue this Agreement, terminate this Agreement by giving RivCoParks written notice of termination, and/or accelerate the Conveyance (defined herein) to occur on a date set by BCVRPD.

7.4 Early Termination Without Cause by BCVRPD. BCVRPD may also terminate this Agreement without cause by giving written notice to RivCoParks at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, BCVRPD must surrender the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. Upon early termination by BCVRPD without cause, BCVRPD shall refund the payment made by RivCoParks to BCVRPD for the current calendar year according to the payment schedule outlined in Exhibit "B", prorated up to the date of termination based on a 365-day calendar year.

ARTICLE IIX

ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. BCVRPD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Property that could result in destruction of habitat or the contamination or pollution of said Property. BCVRPD shall at all times comply with all applicable federal, state,

and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. BCVRPD shall not use or allow anyone else to use the Property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term “hazardous material” means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. BCVRPD shall immediately notify RivCoParks in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against BCVRPD alleging environmental damage. BCVRPD shall indemnify and hold RivCoParks harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by BCVRPD or any person or entity under its control. RivCoParks represents and warrants to BCVRPD that, to the best of RivCoParks’s knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement. In the event that BCVRPD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement, then BCVRPD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and RivCoParks shall indemnify, defend and hold harmless BCVRPD from any and all liability of any type related thereto, including attorney’s fees.

ARTICLE IX

SURRENDER AND DISPOSITION OF PROPERTY

9.1 Conveyance of Property. Ninety (90) days prior to the expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement (“Donation Agreement”) in substantially the same form as the attached Exhibit “D”, and the grant deed (“Grant Deed”) in substantially the same form as the attached Exhibit “E”, each effective as of the expiration of the Agreement. The duly executed, delivered, and accepted Donation Agreement and Grant Deed will be collectively referred to as (the “Conveyance”).

9.2 Use Restriction. The Donation Agreement and Grant Deed shall both include a use restriction that states the following: “The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.” BCVRPD and RivCoParks hereby declare that it is their express intent that such restriction shall run with the land and shall bind all successors in title to the Property.

9.3 Surrender of Property. In the event this Agreement is terminated pursuant to Sections 7.3 or 7.4, BCVRPD shall surrender the Property to RivCoParks and all improvements and Equipment in a good and clean condition, reasonable wear and tear excepted, and all improvements constructed on the Property by BCVRPD (other than trade fixtures or other removable fixtures) shall become the property of RivCoParks at no cost or expense to RivCoParks.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold RivCoParks harmless from, and reimburse RivCoParks for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any

third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold RivCoParks harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 Indemnification by RivCoParks. RivCoParks shall defend, indemnify, and hold BCVRPD and its directors, officers, employees and agents harmless from, and reimburse BCVRPD for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, (i) the use by RivCoParks or any third party of the Property or any facilities located thereon arising prior to the Effective Date, (ii) any claims arising from the presence, discharge or release of hazardous materials occurring prior to the Effective Date, or (iii) any breach or default in the performance of any obligation to be performed by RivCoParks under this Agreement or any violation of governmental law or regulation, or any intentional misconduct or negligence of RivCoParks, or any officer, agent, employee, guest, or invitee of RivCoParks, regardless of whether such intentional misconduct or negligence was active or passive.

10.2 Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, the claiming party shall notify the other party in writing promptly and, if such event involves the claim of any third person, the other party shall assume all expenses with

respect to, the defense, settlement, adjustment, or compromise of any claim, provided that such claiming party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and the other party shall obtain the prior written approval of such claiming party, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. The other party shall reimburse such claiming party or any third party (including officers, directors, and employees of such claiming party) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

11.2 Severability. Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intent of this Agreement.

11.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally

recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to RivCoParks, addressed to: Regional Park & Open-Space District
County of Riverside
4600 Crestmore Road
Riverside, CA 92509
ATTN: Assistant Parks Director - Parks

If to BCVRPD, addressed to: Duane Burk
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. RivCoParks and BCVRPD agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

11.7 Attorney's Fees. In the event of any litigation between RivCoParks and BCVRPD to enforce any of the provisions of this Agreement or any right of either party hereto, Parties will be responsible for paying their own costs and expenses, including attorney's fees.

11.8 Relationship to BCVRPD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of RivCoParks and BCVRPD. BCVRPD is an Independent Contractor.

11.9 Binding on Successors. The terms, covenants, and Agreements contained herein shall bind and inure to the benefit of RivCoParks, BCVRPD, and each of their successors and permitted assigns.

11.10 Amendment. This Agreement shall not be modified or amended without the written consent of both BCVRPD and RivCoParks incorporated in a written amendment to the Agreement.

11.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVCOPARKS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

Dated: _____

BCVRPD

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: _____

Name: _____

Title: _____

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

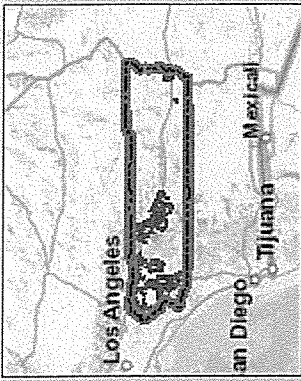
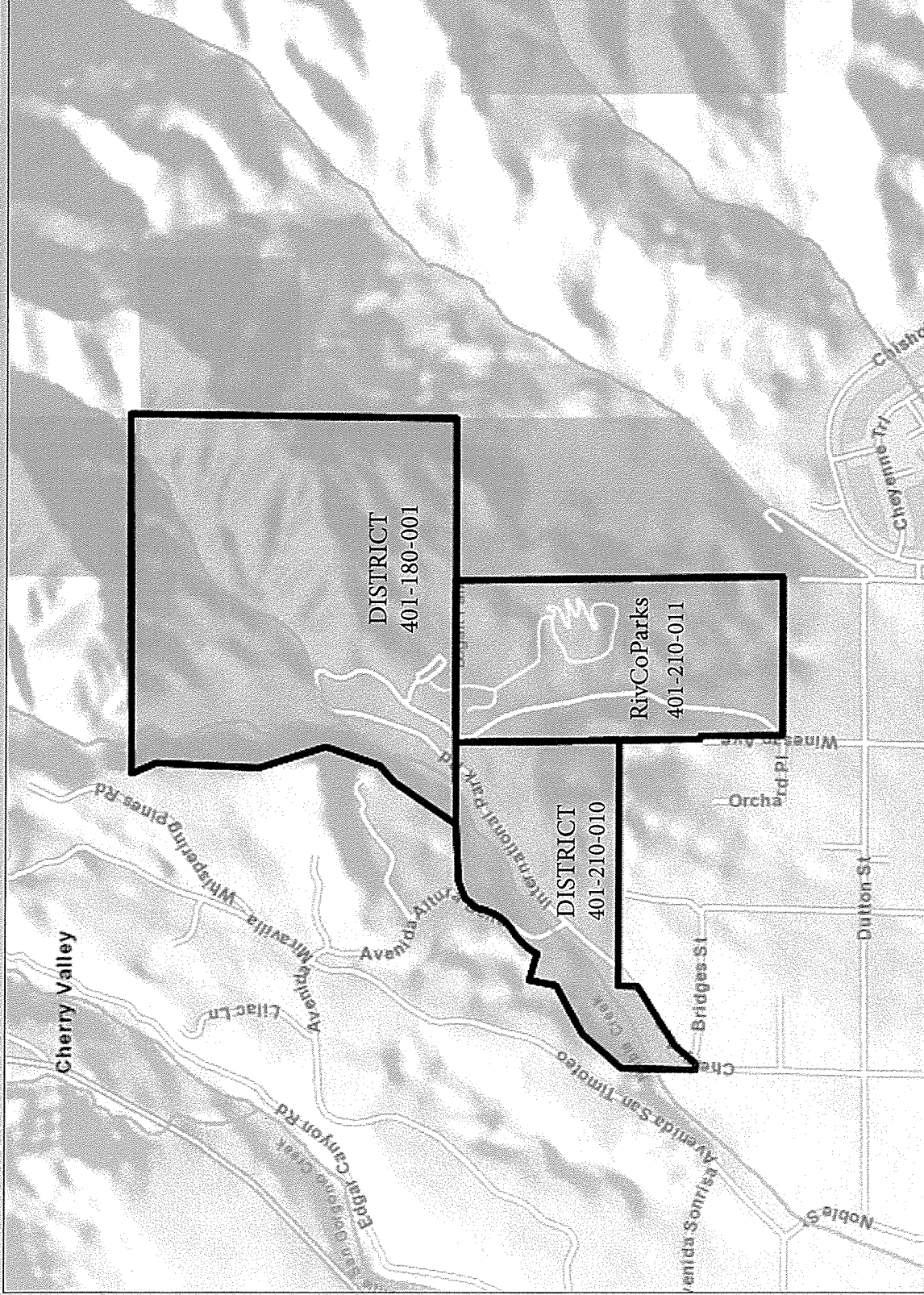
Gregory P. Priamos
County Counsel

By: _____

Wesley Stanfield
Deputy County Counsel

Exhibit A

Bogart Park Lease & Operating Agreement



- Legend**
- Blueline Streams
 - ⋮ City Areas
 - World Street Map

Notes
401-210-011; 401-210-010; 401-180-001

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

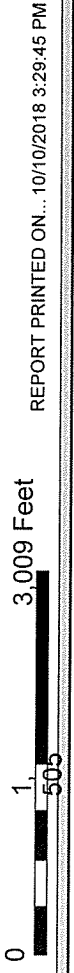


EXHIBIT "B"

Payment Schedule:

Year 1: January 1, 2019 \$100,000

Year 2: January 1, 2020 \$100,000

Year 3: January 1, 2021 \$100,000

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

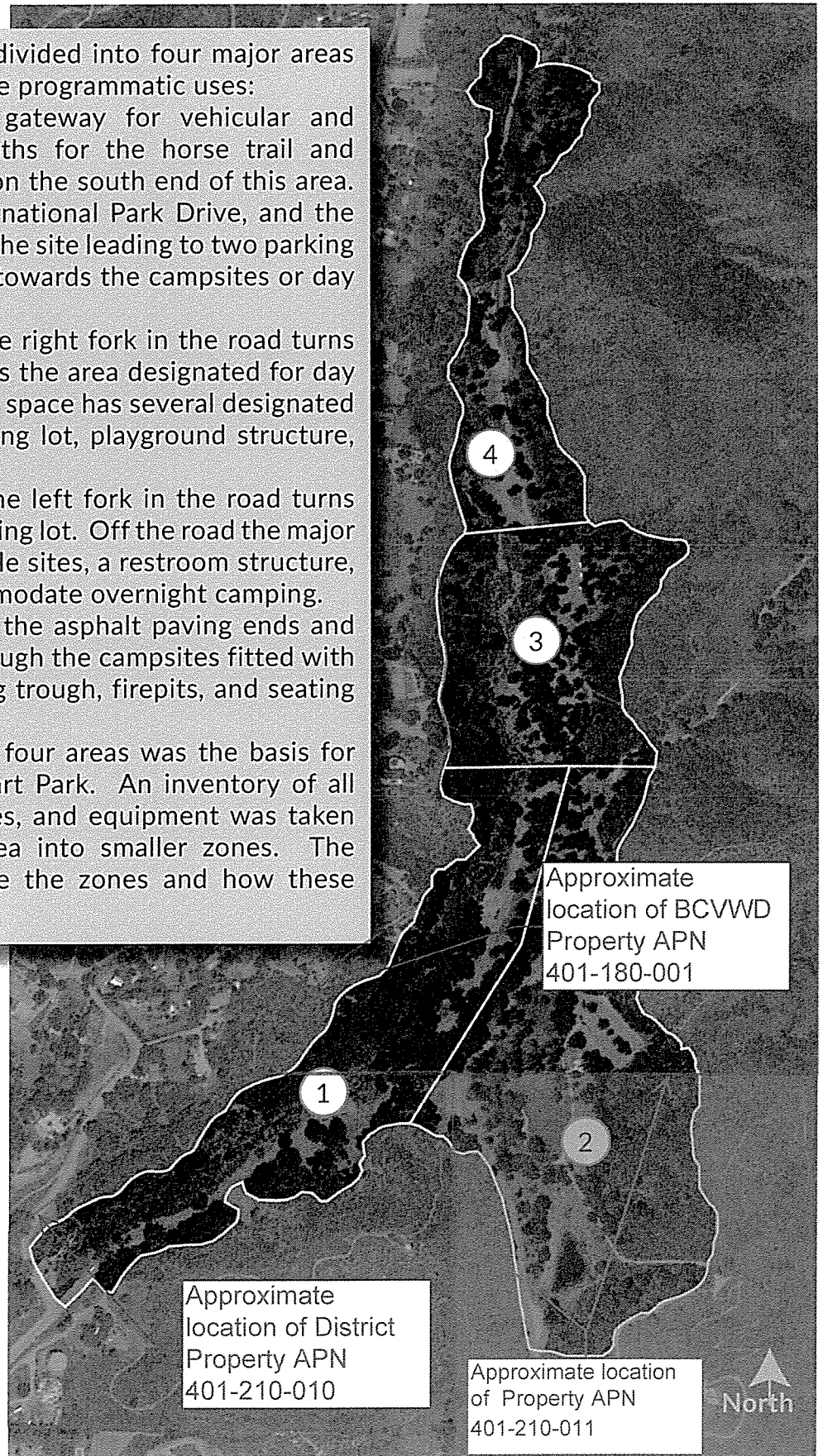
3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

- ① **Entrance**
- ② **Day Use Area**
- ③ **Camping Area**
- ④ **Equestrian Area**

Note: Equipment subject to the Lease & Operating Agreement is located on Property in a portion of Area 2.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

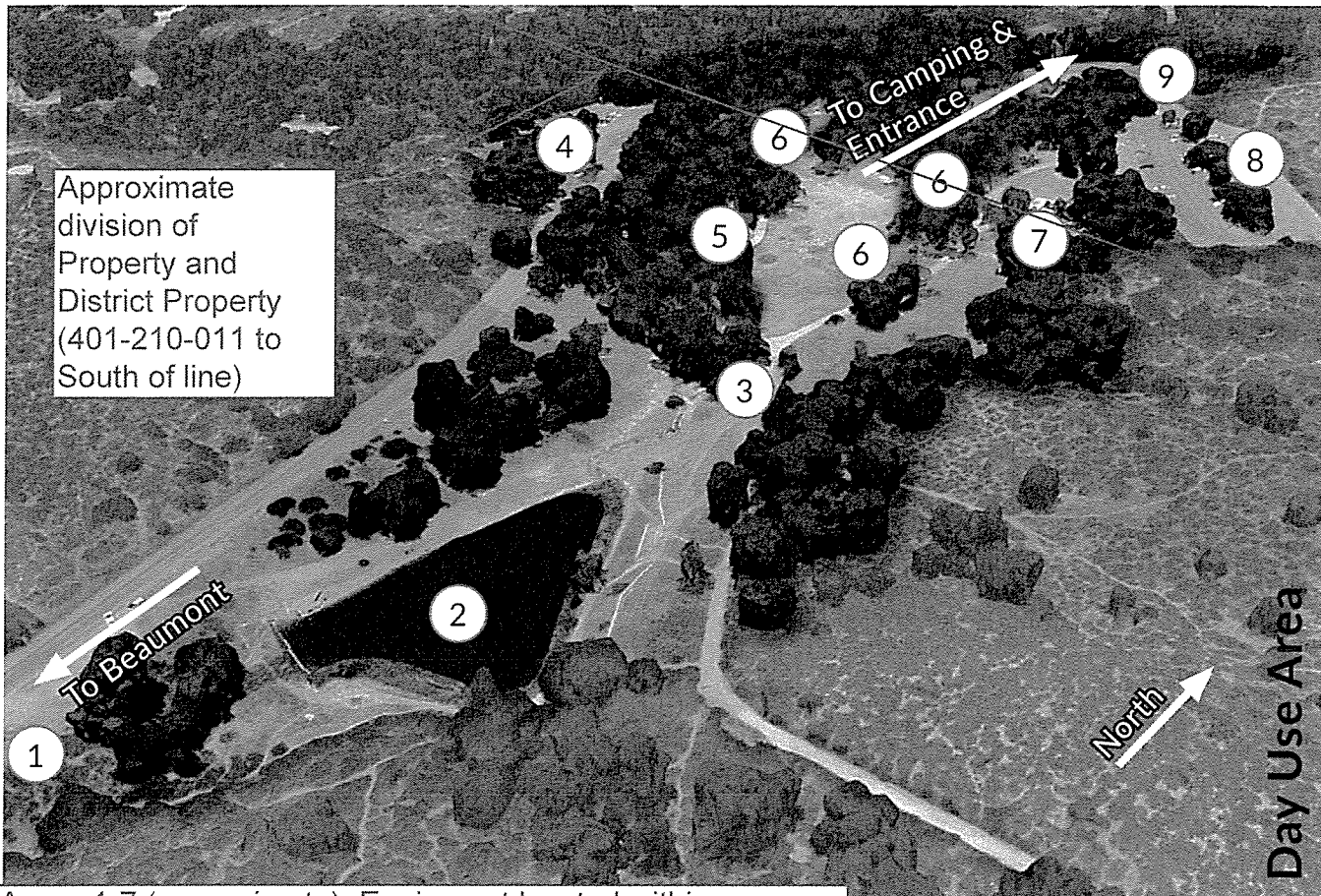
While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 2

Property and District Property (See Page 1 map herein for division)
Existing Equipment located on Property.



Areas 1-7 (approximate): Equipment located within Property.

- ① Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ② Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ③ Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- ④ Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- ⑤ Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- ⑥ Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- ⑦ Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- ⑧ Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- ⑨ Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

Areas 8 and 9 (approximate): Equipment located within District Property.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this ____ day of _____, 2018 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Donor**") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California, ("**BCVRPD**"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "**Parties**."

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011 ("Property") and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, and as depicted on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, BCVRPD desires to acquire the interests in the Property for the purpose of operating and maintaining it as Bogart Park which is maintained as a public park and open-space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, BCVRPD and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on January 1, 2022 ("**Date of Transfer**"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.

2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

3. Obligations of Donor.

3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection

of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

3.2. Representations and Warranties of Donor. Donor represents and warrants to BCVRPD that:

3.2.1. No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BCVRPD, except as may be required to maintain the Property; and

3.2.2. Disclosure. Donor has disclosed to BCVRPD all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.2.3 Notice of Changes. Donor shall promptly notify BCVRPD of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BCVRPD reasonably concludes that a fact materially and adversely affects the Property, BCVRPD shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If BCVRPD terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow.

4. Real Estate Taxes, Bonds, and Assessments. To the extent that property taxes are assessed against the Property, real property taxes and assessments shall be prorated as of the Closing Date based on the most current real property tax bill available. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been paid by it, since it is exempt from payment of such taxes. BCVRPD further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

5. Possession. Possession of the Property shall be delivered to BCVRPD at the Date of Transfer.

6. Acceptance. The acceptance of the Property by BCVRPD and the Date of Transfer are subject to the satisfaction of the following prior to execution of this Agreement:

(i) BCVRPD's approval of the condition of the Property and title to the Property;

(ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;

(iii) Donor's timely performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property.

7. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donor: Riverside County Regional Park and Open Space District
Attn: Kyla Brown, Assistant Parks Director
4600 Crestmore Road
Riverside, CA 92509

Phone: (951) 955-4310

With copy to: Office of County Counsel
Attn: Synthia M. Gunzel, Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-6300

To BCVRPD: Beaumont Cherry Valley Recreation & Park District
Attn: Duane Burk, General Manager
390 W. Oak Valley Parkway
Beaumont, CA 92223

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written,

in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

10. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

11. Binding Effect on BCVRPD This Agreement is not binding until approved and executed by the Chairman of the Board of Directors of BCVRPD.

12. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by BCVRPD, BCVRPD shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of BCVRPD.

13. Form 8283 Pursuant to BCVRPD's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, BCVRPD agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after BCVRPD' receipt of such forms from Donor. Notwithstanding the foregoing, BCVRPD makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall BCVRPD endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

14. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

14. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on the following pages]

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: _____, 2018

BCVRPD:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a
special district in the State of California

By: _____
Its: President

APPROVED AS TO FORM:

By: _____

Date: _____, 2018

PARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park
and open-space district created pursuant
to the California Public Resources Code,
Division 5, Chapter 3, Article 3

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: _____

Deputy County Counsel

EXHIBIT "A"
[Attached]

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD SURVEY DESCRIPTION HERE.

EXHIBIT "B"
GRANT DEED

Exhibit "E"

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Beaumont Cherry Valley Recreation
& Park District
390 W. Oak Valley Parkway
Attn: Duane Burk, General Manager
Phone: (951) 845-9555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX \$ _____

[] computed on full value of property conveyed, OR
[]

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[]

[] unincorporated area; [] City of _____
[]

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Grantor**"),

Does hereby grant to

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California,

all that certain real property in the County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

(Signature Page To Follow)

Signature Page and Notary Acknowledgement is attached to a document entitled *Grant Deed*.

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

By: _____
 Its: Chairman, Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
 COUNTY OF RIVERSIDE)

On _____ before me, _____ a Notary Public, in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
 Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD LEGAL SURVEY DESCRIPTION HERE.

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

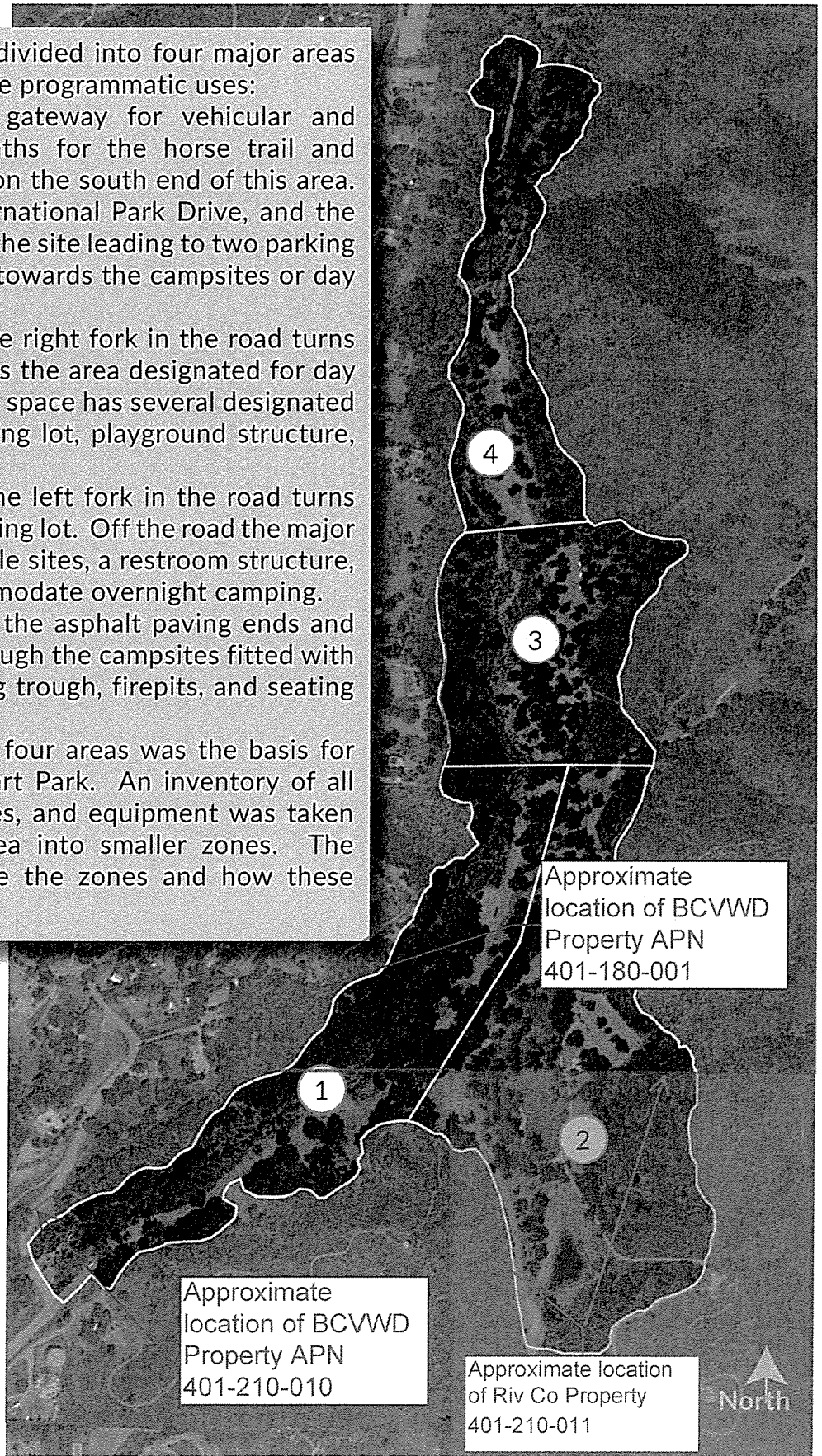
4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

- ① **Entrance**
- ② **Day Use Area**
- ③ **Camping Area**
- ④ **Equestrian Area**

Note: Riv Co. Park Facilities are located on BCVWD lease property in Areas 1, 3, and 4

A portion of Park Facilities in Area 2 are also located on BCVWD lease property.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 1
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property

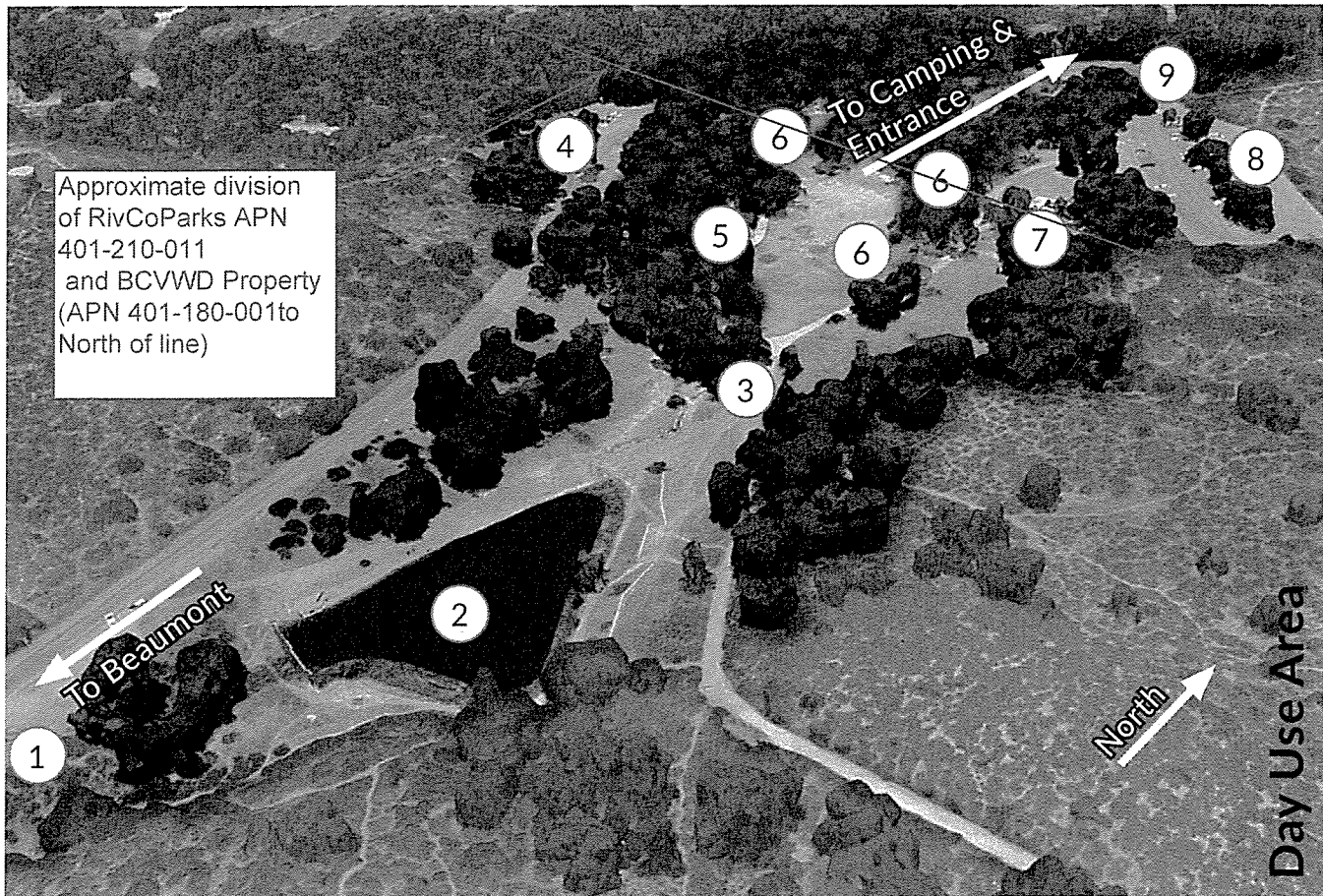


- | | |
|--|---|
| <p>① <u>Bogart Park Entry Gate</u>
 -Guard Shack
 -Electronic Gate
 -Entry/Exit Boom Gates
 -Signage</p> <p>② <u>Bogart Horse/Bike/Pedestrian Entry</u>
 -Signage
 -Trail</p> <p>③ <u>Pine Parking Lot</u>
 -Asphalt
 -Wheel Stops
 -Parking Stalls
 -Signage/ADA</p> <p>④ <u>Oak Parking Lot</u>
 -Asphalt
 -Wheel Stops
 -Parking Stalls
 -Signage/ADA</p> | <p>⑤ <u>Creek</u>
 -Trails
 -Amenities
 -Drainage</p> |
|--|---|

AREA 2

RivCoParks Property and BCVWD Lease Property (See Page 1 map herein for division)

Existing Improvements located on BCVWD Lease Property



Approximate division of RivCoParks APN 401-210-011 and BCVWD Property (APN 401-180-001) to North of line

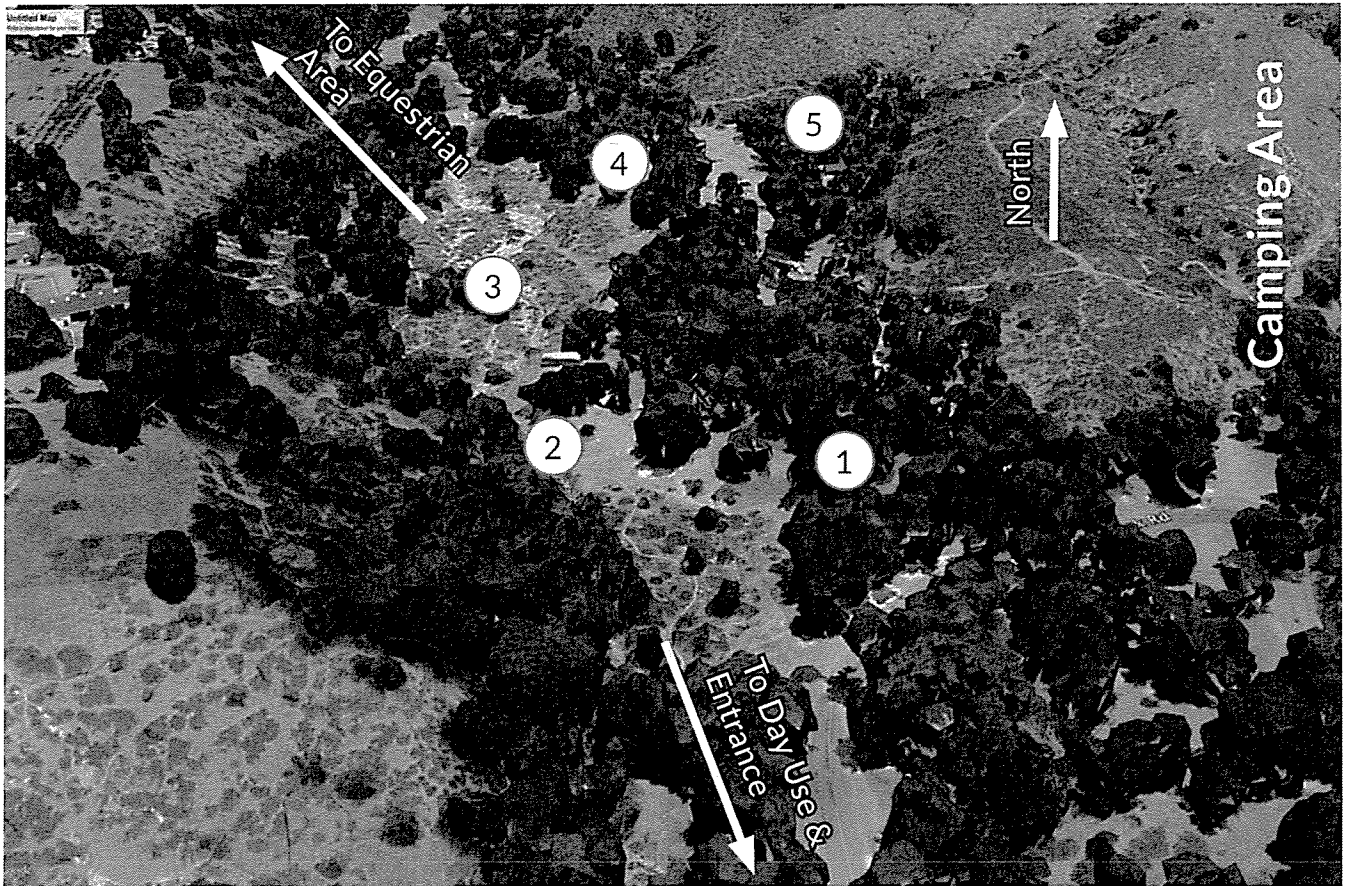
- ① Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ② Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- ③ Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- ④ Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- ⑤ Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- ⑥ Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains
- ⑦ Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- ⑨ Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

- ⑧ Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

AREA 3
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property



- | | |
|--|--|
| <p>① <u>Main Camping Area</u>
 -Vehicular Gates
 -Fencing
 -Pedestrian Entry
 -Horse Entry/Trail
 -Roads</p> | <p>⑤ <u>Camping Parking Lot</u>
 -Parking Lot
 -Signage
 -Amenities
 -Bollards</p> |
| <p>② <u>Secondary Camping Area</u>
 -Picnic Tables
 -Fire Pits
 -BBQ Pits
 -Campsites</p> | |
| <p>③ <u>Creekside Camping</u>
 -Picnic Tables
 -Fire Pits
 -BBQ Pits
 -Campsites</p> | |
| <p>④ <u>Restroom</u>
 -Restroom Building
 -Amenities
 -Garden Walls
 -Activity Station</p> | |

AREA 4
BCVWD Lease Property
Existing Improvements located on
BCVWD Lease Property



- ① Main Equestrian Camping Area
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads
 - Outhouses

- ② Group Camping Site
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
 - Fire Pit
 - Outhouses

- ③ Equestrian Trail sites
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads

Review of the Existing Facilities

The park is in fair condition, though there are a number of issues that need to be addressed; none are major or disabling as a rural rustic park. It should be pointed out that the roadways and parking areas that are constructed in asphalt will need to be resurfaced in some areas and rebuilt in a majority of the areas. The issue of erosion is pervasive throughout the parking, trails and pond areas. Measures should be taken to reduce the impact of this occurrence. The examples range from nuisance conditions such as silt on the asphalt roads and parking to collapsed trails and silt draining in to the pond. This report addresses these issues in broad strokes, however an action plan should be developed to tackle individual problem areas in detail with very specific solutions.



Stone on wall in need of repair/
replacement.



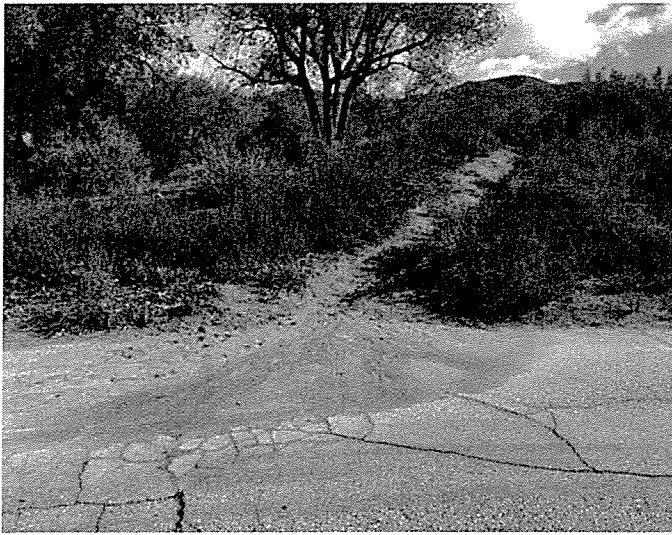
Access gate in need of repair.



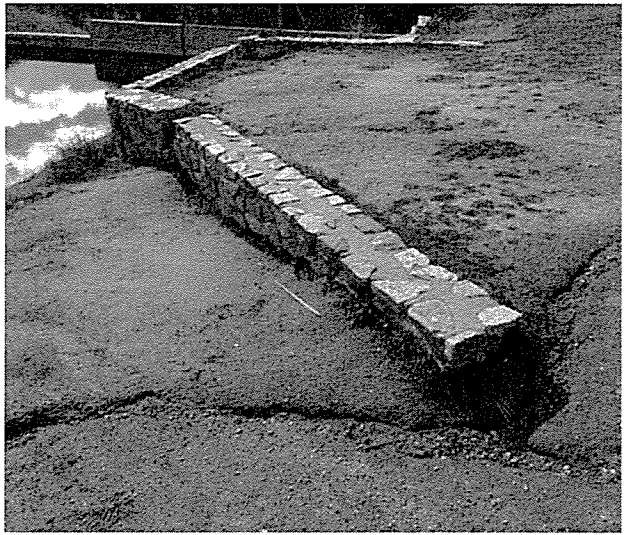
Vehicular gate in need of repair.



Example of the pavement and curb with
erosion control repairs that are required.



Typical impact from trail erosion.



Stone wall eroding with soil in need of repair or replacement.



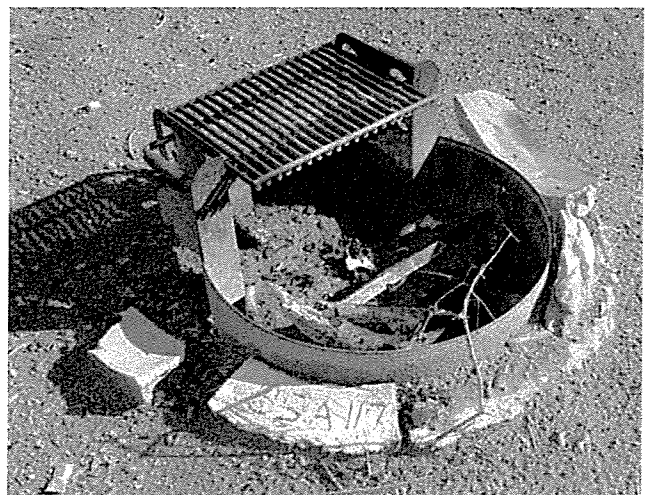
Example of the damage done to asphalt parking lot/curbs from adjacent trees, this will need to be rebuilt.



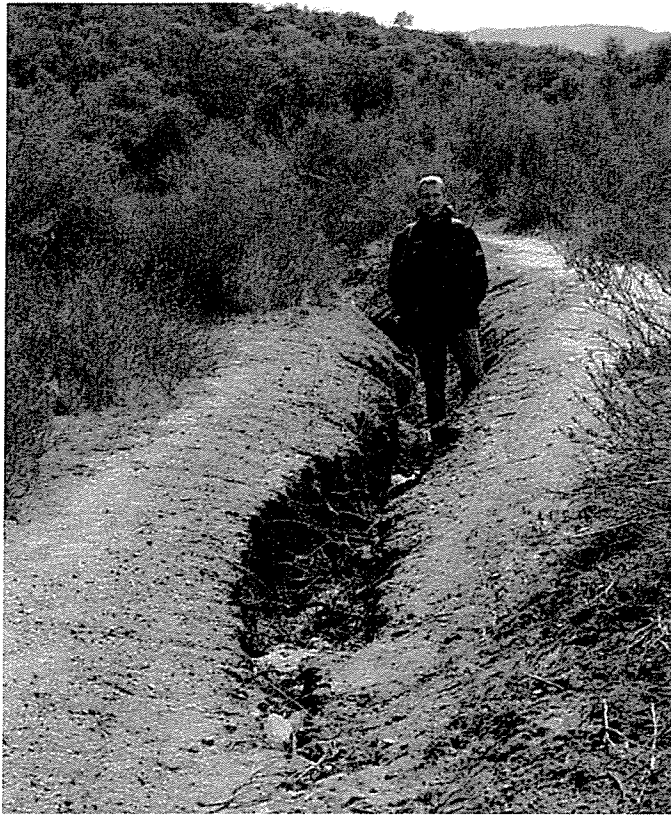
In need of sanding and a fresh coat of paint.



The base of the landing requires fill soil.



This fire pit is in need of repairs to the outside ring.



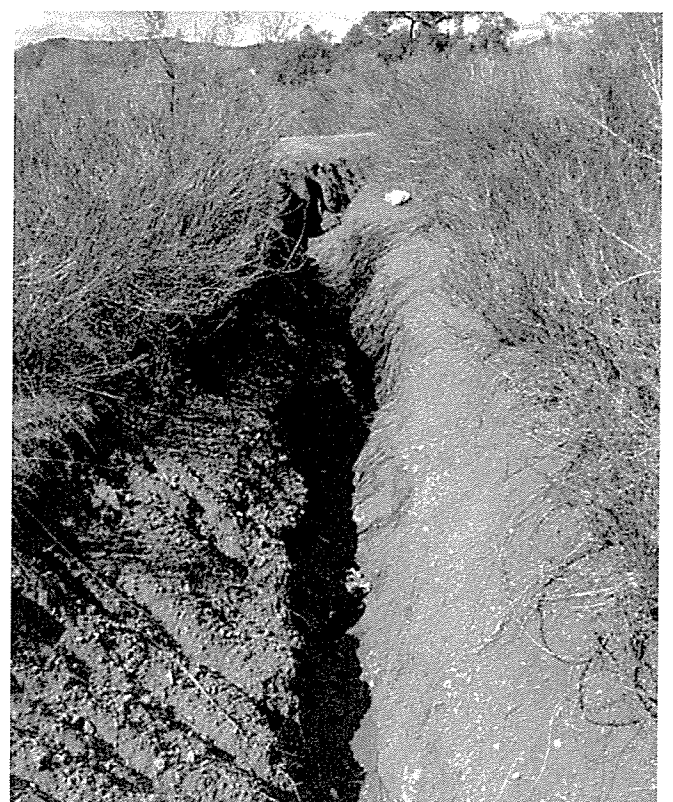
An example of extreme trail erosion.



A more typical example of trail erosion.



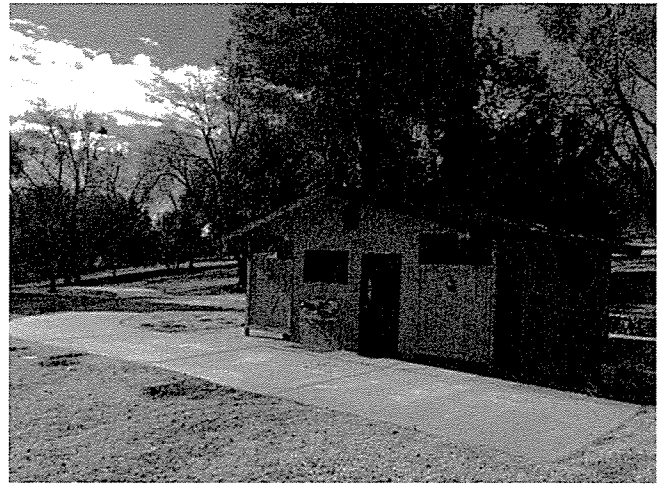
Erosion into the pond.



An example of extreme trail erosion.



An example of a typical '3' picnic table.



A restroom in good condition.



A picnic table in need of repair.



A picnic table and water fountain that are in acceptable condition.



Light erosion and sediment deposition on a roadway.



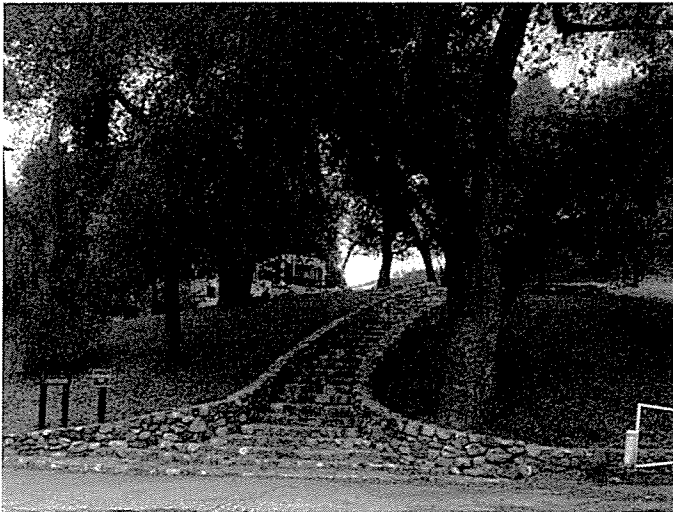
Severe erosion conditions on the edge of a parking lot/curb.



Sediment filled irrigation control box.



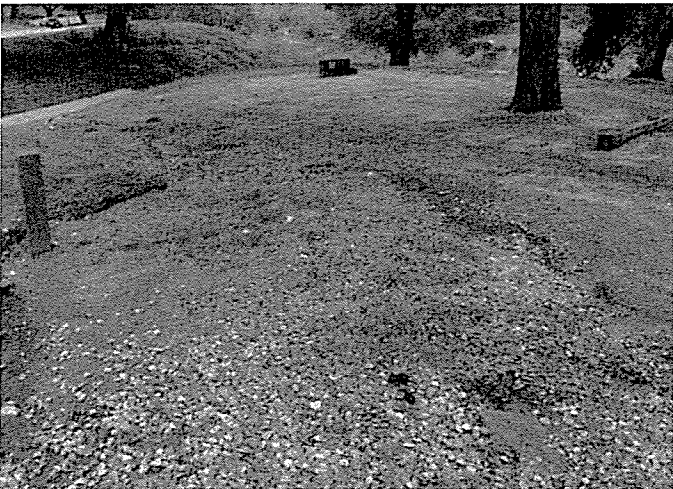
Erosion surrounding a parking lot in need of repair.



Cobble stairs in good condition, but sediment/erosion issues on the road below.



Erosion/drainage issues along the dirt roads.



Erosion/drainage issues along the dirt roads.



Erosion around the base of a barbecue pit.

Beaumont-Cherry Valley Water District

Background

In March of 1919, the Beaumont Irrigation District was formed under the Wright Act of 1897. In the early 1970's, for political reasons, the district changed its name to the Beaumont-Cherry Valley Water District (BCVWD). However, the district today is still the original irrigation district. The district is governed by a 5-member Board of Directors. The 1999/2000 budget is \$1,902,000. The BCVWD is debt free.

Findings

1. Following the December 6, 1999, board meeting, five senior employees resigned. Additionally, three senior supervisory employees were laid off in February 2000, due to a reorganization.
2. In February 1998, an inspection of the Upper Edgar Reservoir revealed that the 500,000-gallon water tank had not been inspected, properly maintained, or cleaned in many years. There were dead rodents, leaves, pine needles, and other debris detected. Also, there was an oily film floating on the surface of the water. Following cleaning, the inspection/cleaning team suggested that the reservoir be inspected again in 2001.
3. The Board of Directors passed a budget measure in the summer of 1999 allowing for the construction of a new 1.2 million-gallon reservoir. In December 1999, or early January 2000, the board rescinded the previous approval of the 1.2 million-gallon tank and approved a smaller 750 thousand gallon tank. A larger tank is necessary in order to allow for both growth and fire fighting within the Edgar Canyon.
4. At the present time, there are both an 8-inch and a 3-inch water line running directly under two homes within the district which is in violation of State Codes and County Ordinances. There have been breaks in the water lines in the yards of both homes. This is a potentially dangerous situation, since the water lines are over twenty years old and could break at anytime.
5. Funds have been used indiscriminately to cover obligations. There are no reserves or operating budget on the books, meaning that there is basically only a General Fund.
6. On January 15, 2000, a proposed operating budget for the year 2000, with projected income of \$2,408,000 and operating expenses of \$1,902,000, was approved.

Recommendations to:

The Beaumont-Cherry Valley Water District Board of Directors

1. Conduct an independent study to ensure that the staffing level meets the district's needs.

2. Re-inspect the Upper Edgar Reservoir in February 2001.
3. Inspect all reservoirs on a five-year rotational basis, and clean if necessary, in accordance with the California Water Code.
4. Reconsider the construction of the 1.2 million-gallon reservoir in the Upper Edgar Canyon.
5. Immediately reroute the 8-inch and 3-inch water lines to comply with State Codes and County Ordinances.
6. Conduct an independent audit to establish and correct reserves applicable to different funds.

Staff Report

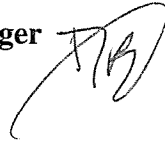
Agenda Item No. 3.7

To: Chairman and Board Members

From: Duane Burk, General Manager

Date: November 14, 2018

Subject: Surplus Property



Background and Analysis:

The Beaumont Cherry Valley Recreation Park District owns one John Deer deck lawn mower, one Scag zero turn lawn mower and one John Deer field drag. These three pieces of equipment range in age from 17 to 20 years old and are no longer useful for the District employees to operate or to maintain.

Recommendations:

Staff recommends to surplus these three pieces of equipment.

Fiscal Impact:

No fiscal impact

John Deere Front Mow
model-F1145
serial # MO1145X130633



GER.COM

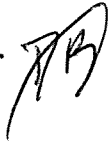
Scag Mower
model-STT-31BSG
serial # 5540069





Staff Report

Agenda Item No. 3.8

To: Chairman and Board Members
From: Duane Burk, General Manager 
Date: November 14, 2018
Subject: Toro Grounds master 4000DT4 lawn mower

Background and Analysis:

The District owns and operates 40 acres of lawn turf which includes 7 ball fields and a multipurpose field. Recently, maintenance staff for the District experienced equipment failure to two lawn mowers which are 17-20 years old although these two lawn mowers were not the primary lawn mowers used by field personnel the equipment was necessary for back up.

The District currently owns and operates Toro equipment for grounds and lawn maintenance in fact; Turf Star is a Toro vendor and we utilize their equipment maintenance service department for our Toro grounds equipment. Unfortunately, two lawn mowers (Scag and John Deer) have been a continual maintenance problem and are no longer worth maintaining.

In July of 2018 District staff had a field demonstration of the Grounds master 4000 T-4. Our field personnel were able to operate the equipment for three days. Staff had positive comments regarding the equipment also, they were pleased to be allowed to operate and have input in recommending lawn mower equipment that fits their needs.

Additionally, our John Deer three wheel drag used for field preparation during and after ball games suffered a blown motor. Because of the motor failure Turf Star is giving the District a 020-pre owned SP5040 w Tooth and Spring Rake, Edge Pro.

Recommendations:

Staff recommends purchasing the Toro Grounds master 4000 T-4, and accepts the gracious gift SP 5040 Edge Pro this purchase will replace the Scag zero turn lawn mower, John Deer deck mower and the John Deer three wheel drag if authorized.

Fiscal Impact:

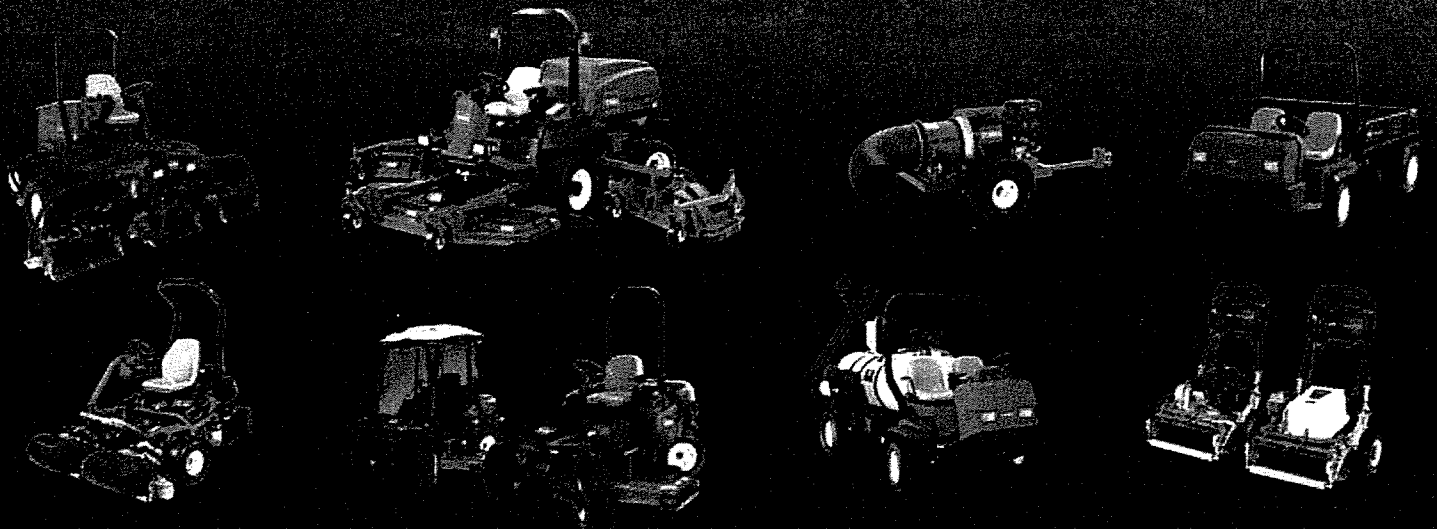
Toro is a member of the National IPA which allows the District to purchase equipment under an approved State bidding process.

In the 2018-19 budget the Board authorized \$25,000.00 for equipment to purchase a new SP5040 edge pro staff will reallocate this money to the Ground master 4000

\$70,881.54 is the purchase price for the Ground master 4000 staff will enter into a financing option with Turf Star for the balance if approved.

COMMERCIAL EQUIPMENT

The tools for all your grounds maintenance needs.



 NATIONAL IPA

 **TORO.** Count on it.

Publicly solicited and awarded national agreement offering Toro equipment, attachments and accessories...

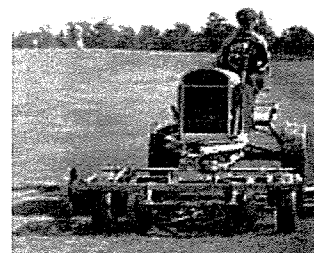


Smart Value Program

The Toro Commercial Division is offering the Smart Value Program, a volume incentive program. In addition to the discount off Toro's Commercial list price, agencies will receive their choice of Toro Commercial Division goods. This may allow for extended equipment protection through Toro Protection Plus™, an additional attachment or even a complete unit.

The Toro Company

Since 1914, Toro's heritage has been rooted in durable commercial equipment. Beginning with the first Toro machine ever built, we have been committed to creating durable and reliable equipment to help professionals do their job better and faster. Toro turf equipment continues to provide the enduring performance and quality required to establish and maintain an impeccable image.



The City of Tucson

The City of Tucson, AZ has publicly solicited and awarded an agreement for Parks and Golf Grounds Maintenance Equipment to The Toro Company. This cooperative purchasing agreement (Contract #120535) is available to public agencies and non-profit entities nationwide via National Intergovernmental Purchasing Alliance (National IPA).

National IPA

National IPA works with public and non-profit agencies, who competitively solicit and award national contracts for aggregated use. This cooperative strategy offers lower costs plus time and resource savings to participating agencies.

Award Highlights

- Cooperative purchasing contract
- Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
- Saves time, efforts & resources
- National aggregate pricing saves money
- Used equipment, financing & service contracts available

For additional information, contact your local Toro Commercial distributor at:

1-800-803-8676



To register and participate, please visit:
www.nationalipa.org

torogov.com

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TORO

Groundsmaster® 4000-D/4010-D

WIDE AREA ROTARY MOWERS

FEATURES

- 55 hp (41 kW) Yanmar® engine, Tier 4 Final Compliant, turbo-diesel engine
- Smart Power™ - optimized mowing in all conditions
- Foldable ROPS
- 11' (3.4 m) width of cut
- Full-time 4WD forward and reverse
- All-time traction assist assures full-time 4WD
- 0° uncut circle in turns
- SmartCool™ auto-reversing cooling fan
- HybridDrive™ cutting deck system delivers unmatched reliability
- 4-way adjustable seat and Air Ride Suspension
- InfoCenter™ displays simple operating info while monitoring machine health
- Integrated ControlHub™ with fingertip electronic controls
- Top and rear air intake for increased cooling
- Climate-controlled safety cab with air conditioning and heater (4010-D)
- Isolated operator platform for greater comfort and smoother ride

Operator-friendly and smart by design.

With Smart Power® technology, high engine torque and patented, HybridDrive™ cutting deck system, the Groundsmaster 4000-D and 4010-D deliver power where you need it most – to cut grass, no matter how tough the conditions. With their excellent trimming capability, you'll maneuver around obstacles with ease. Both mowers can mow a 0° uncut circle, allowing you to mow back and forth patterns without leaving any uncut grass. The patented, parallel hydraulic traction system maintains consistent hydraulic flow between the front and rear wheels to assure full time 4-wheel drive. This allows you to mow with confidence, even on hills and wet grass.

toro.com/4000



Groundsmaster® 4010-D

Groundsmaster® 4000-D

4
TIER**SMART POWER**

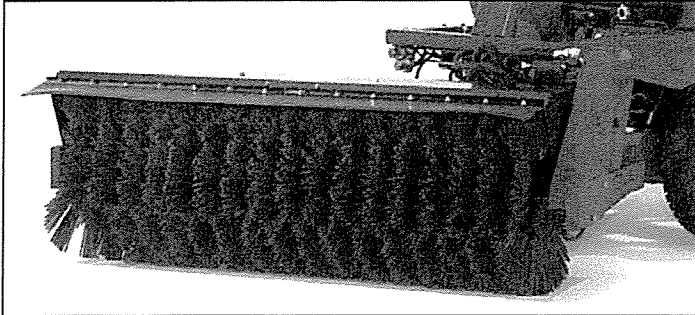
Call your Toro distributor at 800-803-8676

GROUNDMASTER 4000-D, TIER 4 DIESEL, MODEL 30609 GROUNDMASTER 4010-D, TIER 4 DIESEL MODEL 30636																
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final Compliant															
AIR CLEANER	Dry, replaceable primary and safety elements.															
RADIATOR	Rear-mount, cross-flow, 7-row, 6.3 fins per inch, 9 quart (8.5 liter) capacity.															
FUEL CAPACITY	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20(20% biodiesel and 80% petroleum blend)															
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard on Groundsmaster 4000-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. SmartPower™ feature controls traction speed to maintain optimal cutting blade speed.															
HYDRAULICS/COOLING	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. 9 row, single pass cooler, 6.3 fins per inch, that tilts out for cleaning. Variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.															
DIAGNOSTICS	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.															
GROUND SPEED	Transport: 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. Mow: 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.															
TIRES	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.															
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.															
BRAKES	Mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right wheel. Lock pedals together and latch to engage parking brake.															
SEAT	4-way adjustable, right armrest travels with seat and suspension.															
STEERING	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.															
INSTRUMENTATION	InfoCenter™: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage															
CONTROLS	Tilt steering, ignition switch, throttle switch, foot-operated traction pedal, lockable individual brake pedals, parking brake lock, mow/transport speed selector switch, 3-two position switches for individual deck lift/lower, counterbalance adjustment, tow valves, cup holder, toolbox, radio holder, fan switch and 12-volt power outlet.															
CRUISE CONTROL	Standard															
ELECTRICAL	12-volt, 690 cold cranking amps battery, 80 amp alternator (4010-D). Overload protection with automotive type fuses.															
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat while moving or deck is engaged, traction and / or deck stops, info center alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, info center alarms and gives message. Deck transport latches.															
GROUND CLEARANCE	6.5" (16.5 cm)															
OVERALL DIMENSIONS	<table border="1"> <thead> <tr> <th>Height</th> <th>Length</th> <th>Width</th> <th>Transport Width</th> <th>Wheelbase</th> </tr> </thead> <tbody> <tr> <td>85" (216 cm) w/ROPS up</td> <td>135" (343 cm)</td> <td>136" (346 cm)</td> <td>71" (180 cm)</td> <td>55.5" (140 cm)</td> </tr> <tr> <td>93.9" (237 cm) w/ cab</td> <td>w/decks down</td> <td>w/decks down</td> <td>@ 2" (5 cm) HOC</td> <td></td> </tr> </tbody> </table>	Height	Length	Width	Transport Width	Wheelbase	85" (216 cm) w/ROPS up	135" (343 cm)	136" (346 cm)	71" (180 cm)	55.5" (140 cm)	93.9" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC	
Height	Length	Width	Transport Width	Wheelbase												
85" (216 cm) w/ROPS up	135" (343 cm)	136" (346 cm)	71" (180 cm)	55.5" (140 cm)												
93.9" (237 cm) w/ cab	w/decks down	w/decks down	@ 2" (5 cm) HOC													
WEIGHT	4205 lbs. (1907 kg) w/ full fluids (GM4000). 4759 lbs. (2159 kg) w/ full fluids (GM4010).															
SAFETY CAB (4010)	MODEL 30636: ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light.															
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2012) and applicable ISO EN 5395 (CE) (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements; Optional lights. Meets ANSI/ASAE 5279.12 (Lighting and Marking of Agricultural Equipment on Highways). Foldable ROPS. ISO 21299 certified.															
SOUND PRESSURE OPERATOR EAR**	<80 dB when GM4010-D models (30636 & 30635) have "Quiet Mode" activated by Toro Distributor.															
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.															
ACCESSORIES	Work light, Road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights; Sunshade Beacon															
CUTTING DECKS																
WIDTH OF CUT	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (12.8 cm).															
MOWING RATE	Mows up to 11.0 acres/h (4.5 hectares/h) at 8.5 mph (13.4 km/h) (assumes no overlap or stops).															
CONSTRUCTION	Welded .100" (25 mm) steel with 7 and 10-gauge steel channel and plate reinforcements, bullnose bumpers.															
DECK DRIVE	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section Kevlar belt. Quick release belt covers.															
HEIGHT-OF-CUT	1"-5" (25-127 mm) in .5" (13 mm) increments.															
SPINDLES	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.															
BLADES	21.75" (55.2 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.															
CASTER WHEELS	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.															
GROUND FOLLOWING	6" anti-scalp cups on each blade, adjustable skids on each deck, 4 anti-scalp rollers on front deck and 1 on each wing.															
WING PROTECTION	Bi-directional, impact absorption device on each wing deck.															
RECYCLER® KIT	Model 30420 will convert decks into Guardian® Recycler® decks.															
MULCHING KIT	Model 30422.															
SKIDS	Reversible polymeric.															

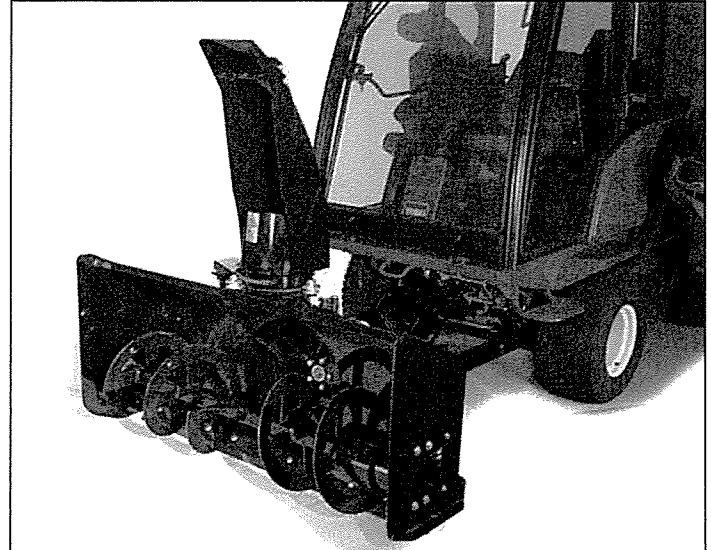
*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties. **Per EN ISO 5295: 2013



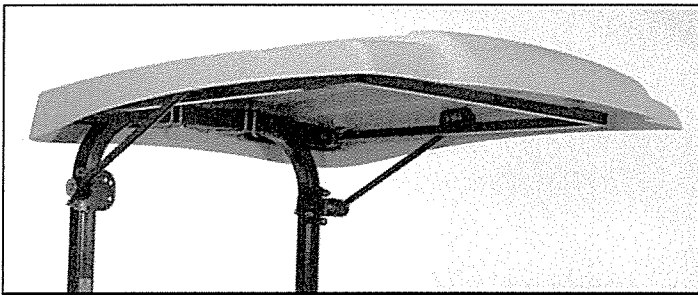
Groundsmaster® 4000-D Attachment Specifications*



	ROTARY BROOM, MB MODEL HCT**
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
WEIGHT	460 lbs. (209 kg)
OPTIONS	Dirt Deflector, Storage Stands.



	SNOWTHROWER ERSKINE MODEL 2000***
STAGE	2
WIDTH OF CUT	61" (155 cm)
CUTTING HEIGHT	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic 270°
SHEAR PROTECTION	Pressure relief
CASTING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WT.	850 lbs. (386 kg)
HOSES	Included



	SUNSHADE
UNIVERSAL MOUNT SUNSHADE	White, Model 30349
UNIVERSAL MOUNT SUNSHADE	Red, Model 30552



	TWO-POST ROPS EXTENSION SYSTEM
GM4000 MODELS	Fits Models 30605 or 30609
TWO-POST ROPS EXTENSION KIT	Base steel frame attached to existing ROPS and includes a white sunshade. Model 31352
EXTERIOR MIRROR	Quantity (1) Part Number 130-5448
INTERIOR MIRROR	Quantity (1) Part Number 130-5449
ABRASION-RESISTANT POLYCARBONATE WIND SCREEN	Improved resistance to golf ball impacts or vandalism. Model 31324
TEMPERED GLASS WINDSHIELD	Similar safety glass used in Toro all-season safety cabs. Model 31325
WINDSHIELD WIPER KIT FOR TEMPERED GLASS WINDSHIELD	For use with the tempered glass windshield only. Not for use with the polycarbonate wind screen. Model 31311
OPERATOR FAN & INTERIOR HEADLINER KIT	Overhead fan with adjustable speeds – mounts directly over operator. Part Number 132-3435
WIRE HARNESS KIT	Required for all electrical accessories such as wipers, lights and fan. Part Number 122-0729

*Specifications and design subject to change without notice.

** Manufactured by M-B Companies Inc.

*** Manufactured by Erskine Attachments.

Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.





Quotation for Noble Creek Park Maint

Date: October 24, 2018

Quote No:3293585-00

Prepared For: Duane Burk	Quote No: 3293585-00
Noble Creek Park Maint	iQuote No: 2343342
390 West Oak Valley Parkway	Sales Person: John Perez
PO Box 490	john.perez@turfstar.com
Beaumont, CA 92223	(760) 834-2805

National IPA Pricing: Contract 2017025, IPA Membership required.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$65,783.33	\$65,783.33	\$5,098.21	\$70,881.54
020-PreOwn SP5040 w/Tooth & Spring Rake, EdgePro	1	\$0.00	\$0.00	\$0.00	\$0.00
Totals:			\$65,783.33	\$5,098.21	\$70,881.54



Quotation for Noble Creek Park Maint

Date: October 24, 2018

Quote No:3293585-00

Configuration Product Details

010-Groundsmaster 4000-D T4 Compliant Diesel 54HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
30609	Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$63,500.75	\$63,500.75	\$4,921.30	\$68,422.05
30669	Universal Sunshade White	1	\$559.91	\$559.91	\$43.39	\$603.30
03247	Operating Cooling Fan	1	\$203.32	\$203.32	\$15.76	\$219.08
03248	Switch Panel, Universal Sunshade	1	\$177.51	\$177.51	\$13.76	\$191.27
30422	Leaf Mulching Kit	1	\$1,198.02	\$1,198.02	\$92.85	\$1,290.87
108-1450	BLADE SERVICE PACK, 21.7 5 IN (107-0214)	1	\$143.82	\$143.82	\$11.15	\$154.97
Totals:						\$70,881.54



Quotation for Noble Creek Park Maint

Date: October 24, 2018

Quote No:3293585-00

Configuration Product Details

020-PreOwn SP5040 w/Tooth & Spring Rake, EdgePro

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
08705-311000201	PreOwn SP5040 w/Tooth & Spring Rake, EdgePro	1	\$0.00	\$0.00	\$0.00	\$0.00
Totals:						\$0.00



Quotation for Noble Creek Park Maint

Date: October 24, 2018

Quote No:3293585-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

20224 80th Ave South
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>

For more information, please visit <http://www.ticoCProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: RFP#2017025

RFP Issued: October 25, 2016

Pre-Proposal Date: November 15, 2016

Response Due Date: December 14, 2016

Proposals Received: 3

Awarded to:



The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Toro Company. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.


Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

Staff Report

Agenda Item No. 3.9

To: Chairman and Board Members
From: Duane Burk, General Manager 
Date: November 14, 2018
Subject: Garland Company Roof Asset Management Program, and Grand American Builders.

Background and Analysis:

Noble Creek Community Center was constructed in 1983. Construction material used to build the building is wood, plaster, wood siding, glass and a hot mop flat roof. Through the many years the roof and wood siding have been deteriorating and are in need of replacement. Staff has met with the Garland Company which specializes in roofing products. Additionally, Garland has been in business for over 100 years inspecting and certifying roofing material and contractors for installation. On November 1, 2018 at 10:00 am the General Manager and Nancy Law (Finance Coordinator) met with Jason Busanovitch along with four roofing contractors and two general contractors to inspect the roof condition of Noble Creek Community Center. (Report attached)
Garland Company Inc provides products that are recognized by the State of California by utilizing the California Multiple Award Schedule (CMAS) (Report Attached). This process allows the Board to specify their product and approve the material for purchase. Hence, the District can buy directly from the vendor which has been approved through the CMAS process.
Garland has provided specifications for this project and a schedule. (Report attached).

Recommendations:

Staff recommends utilizing Garland Company Inc for roofing material utilizing the CMAS process approved by the State of California. Also, staff recommends Garland to inspect the installation of product from the lowest responsive bidder.
Also, during the removal of the existing hot mop roof we will expose damaged sheeting and structural materials staff recommends using Grand American Builders Inc for repairs to the structure.

Fiscal Impact:

Garland Company Inc, Material and shipping \$38,000
Grand American Builders Inc, unknown at this time however the labor and material process is requested for payment.

The Garland Company

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST STREET-CLEVELAND, OHIO 44105-21937
PHONE (216) 641 7500 – FAX (216) 641 0633

November, 2018

Beaumont – Cherry Valley Recreation & Park District

Material List for: Noble Creek Community Center

CMAS Contract #4-01-56-0006A

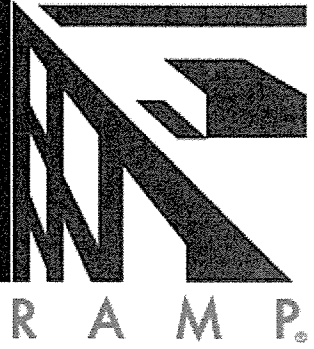
Noble Creek Community Center Re-Roof Project

Material	Quantity	Price	Total
StressPly Plus FR Min	65 Rolls	212.00	\$13,780.00
HPR Base Sheet	18 Rolls	118.00	\$2,124.00
VersiPly 40	4 Rolls	282.00	\$1,128.00
Pyramic	3 Drums	2,916.00	\$8,748.00
White Star	2 Pails	606.00	\$1,212.00
KEE Loc White Mastic	7 Pails	293.00	\$2,051.00
Garmesh	3 Rolls	58.00	\$174.00
Tuff Stuff Caulking (white)	1 Cases	360.00	\$360.00
StressPly IV Min	6 Rolls	292.00	\$1,752.00
HPR Torch Base	4 Rolls	217.00	\$868.00
	Subtotal		\$32,197.00
	Sales Tax 8.00%		\$ 2,575.76
	Estimated Shipping		<u>\$ 2,500.00</u>
	Total		\$37,272.76

All prices F.O.B. Cleveland Ohio
Sales Tax, if applicable will be added to all invoices
All pricing good through December 31, 2018

The Garland Company, Inc.

Roof Asset Management Program



Noble Creek Community Center

Prepared By
Jason Busanovitch

Prepared For
Mr. Duane Burk



Photo Report

Client: Beaumont Cherry Valley Recreation & Park District

Facility: Noble Creek Community Center

Report Date: 10/29/2018

Title: Roof Inspection

Roof Section: Noble Creek Community Center

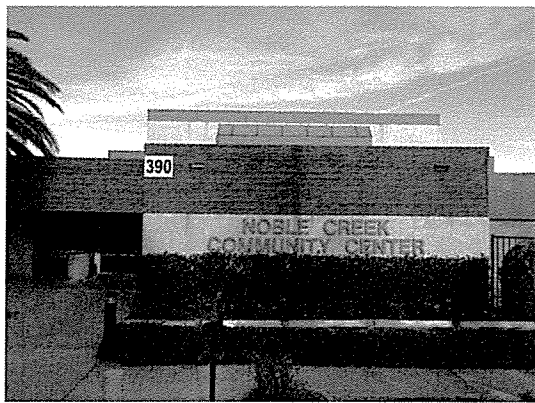


Photo 1

Beaumont - Cherry Valley
Recreation & Park District

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

Roof Inspection October 2018

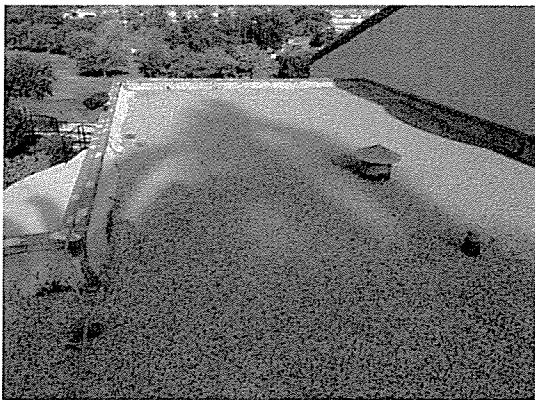


Photo 2

Overview of current roof system
(BUR) Built Up Roof with a Flood & Gravel surface

Failing condition due to time in service
This roof has passed its useful life cycle



Photo 3

Overview of current roof system



Photo 4

Overview of current roof system



Photo 5

Overview of current roof system



Photo 6

Overview of current roof system

This section of wood decking needs to be replaced
It is very "Soft & Spongy"

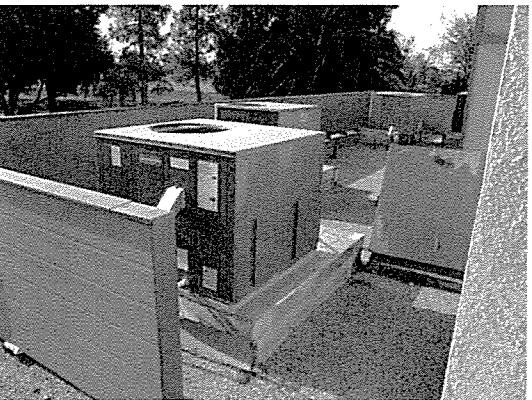


Photo 7

Overview of current roof system & equipment area



Photo 8

Overview of current roof system & equipment area

These metal pans need to be replaced

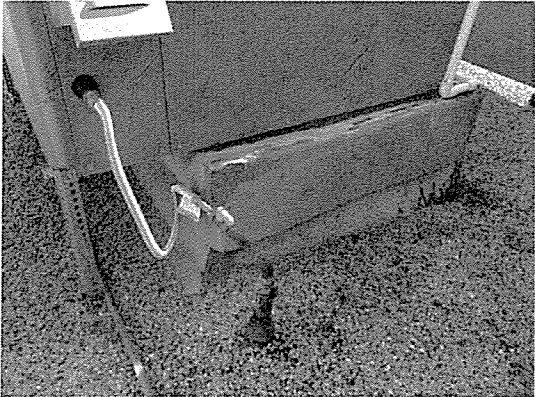


Photo 9

Overview of current roof system & equipment area

These metal pans need to be replaced



Photo 10

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project

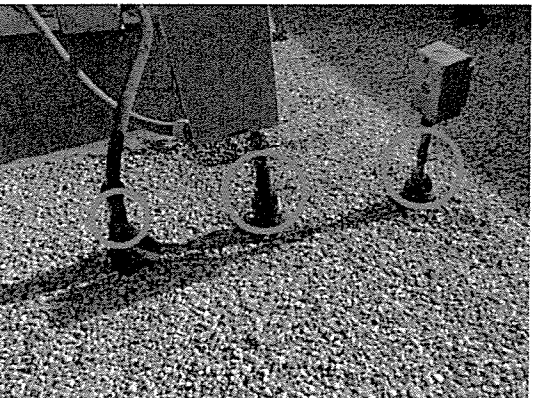


Photo 11

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 12

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 13

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project

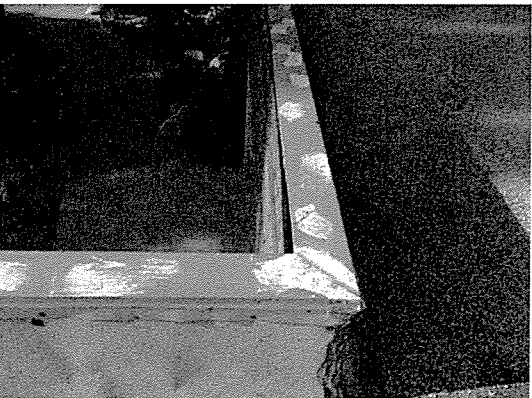


Photo 14

The metal coping cap system will be replaced during the re-roof project

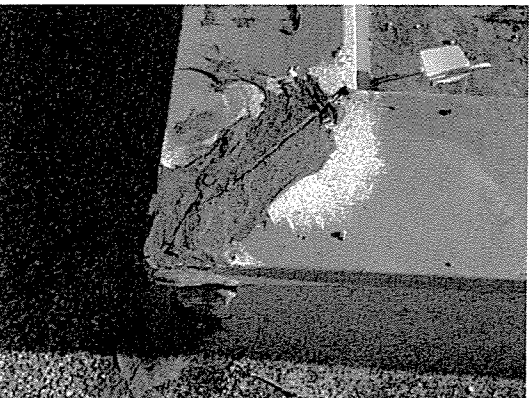


Photo 15

The metal coping cap system will be replaced during the re-roof project

Many failed repair attempts, black mastic should not be used on metal roofing components



Photo 16

The metal coping cap system will be replaced during the re-roof project

Many failed repair attempts, black mastic should not be used on metal roofing components



Photo 17

These pitch pans will be replaced during the re-roof project. They are a maintenance item and always leak.



Photo 18

These pitch pans will be replaced during the re-roof project. They are a maintenance item and always leak.



Photo 19

The trees around the Bldg need to be trimmed way back
Not only do they wear the roof they allow animals access to the roof /
Bldg



Photo 20

The trees around the Bldg need to be trimmed way back
Not only do they wear the roof they allow animals access to the roof /
Bldg

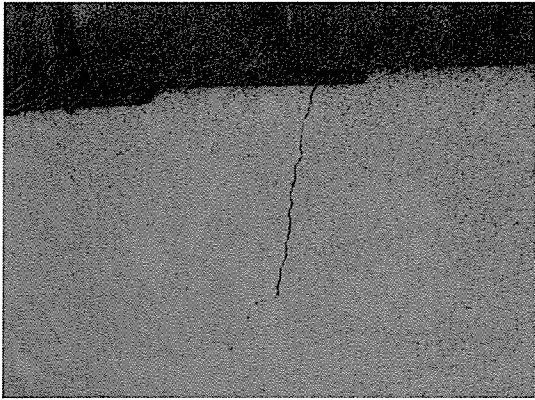


Photo 21

FYI - Cracks in the stucco should be sealed

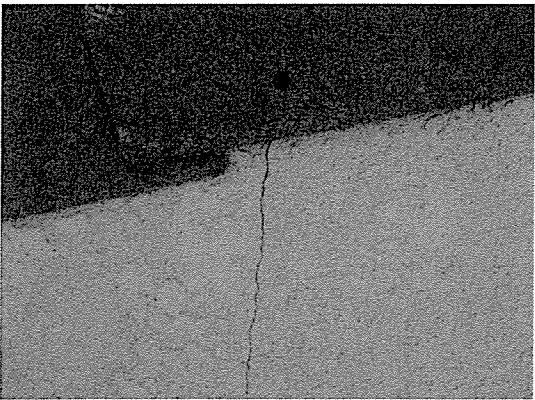


Photo 22

FYI - Cracks in the stucco should be sealed



Photo 23

Overview of drainage system
Currently only (2) Drainage locations
Internal drain and overflow scupper

Additional drainage to be installed



Photo 24

Overview of drainage system
Currently only (2) Drainage locations
Internal drain and overflow scupper

Additional drainage to be installed

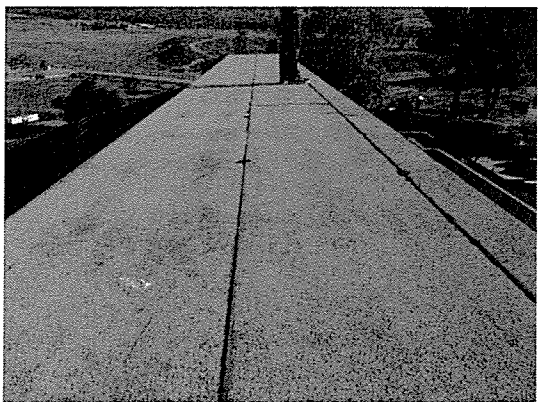


Photo 25

Overview of upper roof section
This will be replaced during re-roof project

April 23, 2015

Mr. Chuck Ripepi
The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH. 44105

Subject: RENEWAL of The Garland Company, Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-01-56-0006A, SUPPLEMENT NO. 4
CMAS Contract Term: April 23, 2015 through April 30, 2020
Base GSA Schedule No.: GS-07F-0130K

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2015 (APR-JUN)
DUE BY JULY 15, 2015.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4408. Thank you for your continued cooperation and support of the CMAS Program.


YOLANDA TUTT, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
The Garland Company, Inc.

CONTRACT NUMBER:	4-01-56-0006A
SUPPLEMENT NO.:	4
CMAS CONTRACT TERM:	4/23/2015 through 4/30/2020
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0130K
BASE SCHEDULE HOLDER:	The Garland Company, Inc.

This contract provides for the purchase and warranty of roofing and flooring materials. (See page 2 for restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 4-30-20. In addition, this supplement replaces in its entirety The Garland Company, Inc's existing California Multiple Award Schedule (CMAS) that expires on 4-30-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010 products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



Effective Date: **4/23/2015**

YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Construction Flooring-Epoxy
Construction Roofing-Material

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation services, and public works service with a requirement for State contractor licensing are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0130K (The Garland Company, Inc.) with a GSA term of 1/20/2015 through 1/19/2020. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (216) 883-2055:

The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH 44105
Attn: Steve Rojek

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (216) 430-3613
E-mail: srojek@garlandind.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

The Garland Company, Inc.'s California Seller's Permit No. is 30651030. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via: _____
Carrier's telephone number: _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____
_____ UPS account number applies.
State of California Purchase Order Number _____
_____. SHIP COLLECT. Estimated UPS charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$100.00

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx>

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

The Garland Company, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
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**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are 1.5%-10 days; net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision
 Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 For Questions Regarding This Report Contact: Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified SIBs): \$ _____
 Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) "Buyer" means the State's authorized Contracting official.
 - c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions – Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
- 24. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State, against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

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or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**
Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. **CMAS -- PUBLIC WORKS REQUIREMENTS
(LABOR/INSTALLATION):**

- Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- The Contractor hereby certifies by signing this Contract that:
 - Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- Laws to be Observed
 - Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - Worker's Compensation Insurance

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The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

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The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract

BEAUMONT – CHERRY VALLEY RECREATION & PARK DISTRICT

SECTION 07 52 00 – ROOF SPECIFICATION - MODIFIED BITUMINOUS MEMBRANE ROOFING - HOT APPLIED

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Provide all labor, equipment, and miscellaneous material to install District furnished and purchased modified bitumen roofing system over the properly prepared substrate for the Beaumont – Cherry Valley Recreation & Park District. The Installer shall be financially responsible for the materials that are not supplied by the District and The Garland Company, Inc. If additional material is required to finish the project it will be the financial responsibility of the Installer to supply and install. Addition details under section 3.14 of this specification.
- B. Scope of Work: Re-Roof Noble Creek Community Center @ 390 Oak Valley Pkwy
1. Tear off the existing roof system down to substrate and properly dispose of material.
 2. Replacement of damaged or failed wood substrate will be performed by other trades.
 3. Install “Cool Roof” roofing system as per the Manufacturers specifications.
 4. Contractor must submit Contractors Approved Applicator Letter with bid package
 5. Mechanically fasten red rosin paper and HPR GlasBase to substrate.
 6. Install (2) Type IV inner plies in hot asphalt.
 7. Install StressPly Plus FR Mineral cap sheet in hot asphalt.
 8. Upper small roof section, mechanically fasten Primed Densdeck, install HPR Torch Base Sheet, and StressPly IV Min. Torch Cap Sheet.
 9. Install Pyramic Cool Roof Coating at (1.5) gallon a square (2) coats required for a total of (3) gallons per square.
 10. Drainage areas will receive a coating of White Star at 2 gals per sq. and White Minerals. Up to (4) drainage areas, each area to be a minimum of (4' x 4'). Replace all plastic and / or missing drainage baskets with new metal baskets.
 11. Contractor must submit a line item price for installation of additional drainage areas. The roofer will supply new Zurn Drain and properly roof in. Other trades to install the plumbing connections and run all drainage lines.
 12. No pitch pans will be allowed on this project, 4 lbs lead flashings or goosenecks.
 13. Install new 24 gauge galvanized coping cap system, color to be dark brown from standard color chart. District to provide measurements of new coping cap.
 14. Install traffic pads / walk pads on roof surface at the roof hatch and areas and around air conditioning units.
 15. HVAC: Other trades to removed & reinstall HVAC Units. While the HVAC Units are off the roof the roofer will roof in the curbs and provide new metal pans to cover the curbs. Other trades will be responsible for disconnection and reconnection of Units.
 16. Site Screen: Other trades to remove current site screen and pitch pans. Other trades to install new round pipe supports for the new site screen. Removal and installation of new round pipe to be completed before roofing begins. Roofer to supply and install new lead flashings at each new round pipe support.
 17. This is a Prevailing Wage Project requiring registration with the DIR.

1.2 SUMMARY

- A. Section includes modified bituminous roofing system.
- B. Related Sections:
 - 1. Section - Common Work Results for Thermal and Moisture Protection.
 - 2. Section - Maintenance of Modified Bituminous Membrane Roofing.
- C. Related Work Specified Elsewhere:
 - 1. Quality Assurance: – Roofing Manufacturer’s Field Services.
 - 2. Rough Carpentry: - Rough Carpentry.
 - 3. Roofing Demolition: - Modified Bituminous Membrane Re-Roofing Procedures.
 - 4. Roof Insulation: - Roof Insulation.
 - 5. Sheet Metal Flashing and Trim: - Sheet Metal Flashing and Trim.
 - 6. Sheet Metal Roof Accessories: - Roof Specialties.

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing.
 - 2. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 3. ASTM D451 Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
 - 4. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 5. ASTM D1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
 - 6. ASTM D1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

7. ASTM D2178 Standard Specification for Asphalt Glass Felt Used as a Protective Coating for Roofing.
 8. ASTM D4586 Standard Specification for Asphalt Roof Cement.
 9. ASTM D2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
 10. ASTM D4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
 11. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 12. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 13. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 14. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.
- C. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- D. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- E. Warnock Hersey (WH):
1. Fire Hazard Classifications.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Samples: Submit two (2) samples of the following:
 1. 2 (1'x1') sample of Cap Sheet for review.
 2. 2 (1'x1') sample of Base Flashing for review.
- C. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

- D. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Manufacturer's Certificate: Certify that the roof system furnished is approved or accepted by Factory Mutual Approval Standard 4470.
- E. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- G. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- H. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- I. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding, sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- J. Qualification data for firms and individuals identified in Quality Assurance Article below.
- K. Test Reports: Submit third party validation of environmental claims, prepared UL Environment, and for all modified bituminous sheet material containing recycled content and/or bio based content.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A.** General: Comply with Requirements of Division 01 Section - Closeout Submittals.
- B.** Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C.** Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D.** Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- E.** Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.

1.7 QUALITY ASSURANCE

- A.** Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience and have ISO 9001 certification.
- B.** Installer Qualifications: Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C.** Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D.** Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.
- E.** Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.8 PRE-INSTALLATION CONFERENCE

- A.** Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B.** Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other

representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks) inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for weather or non-working days.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner of Record. This shall not be construed as interference with the progress of Work on the part of the Owner of Record.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor, and the deck will be repaired or replaced at his expense.

1.10 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following: (FREE OF CHARGE)
 - 1. Report progress and quality of the work as observed.
 - 2. Provide job site inspections a minimum of 3 days per week.
 - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - 4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.11 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank one (1) inch cap nails, or screws and plates at a rate of one (1) fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and four (4) ft o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install four (4) additional fasteners at the upper edge of the membrane when strapping the plies.

1.12 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other Sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted.

1.13 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner the Manufacturer will supply to the Owner a (30) year water tight warranty.
- B. Installer will submit a two (2) year bonded warranty and a (3) year contractor warranty for a total of a (5) year warranty to the membrane manufacturer with a copy directly to Owner.

1.14 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity
 - 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as given in Part 3. (Completed and submitted by Contractor)
 - a. Design Code: ASCE 7-05, Method 2 for Components and Cladding.
 - b. Category [I, II, III, or IV] Building with an Importance Factor of [0.77, 1.0, 1.15, or 2.0]
 - c. Wind Speed: [] mph
 - d. Ultimate Pullout Value: [] pounds per each of the fastener
 - e. Exposure Category: [B, C, D]
 - f. Design Roof Height: [] feet.
 - g. Minimum Building Width: [] feet.
 - h. Roof Pitch: [] inches per foot.
 - i. Topographic Factor: []
 - 1) Roof Area Design Uplift Pressure:
 - 2) Zone 1 - Field of roof [] psf

- 3) Zone 2 - Eaves, ridges, hips and rakes [] psf
- 4) Zone 3 - Corners [] psf

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

- A.** Refer to Division 01 Section Common Product Requirements.
- B.** Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C.** Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1.** Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2.** Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 - 3.** Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 4.** The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A.** The design is based upon roofing systems engineered and manufactured by The Garland Company or approved equals: The Garland Company 3800 East 91st Street Cleveland, Ohio 44105 Telephone: (951) 300-8377 Website: www.garlandco.com

2.3 DESCRIPTION

- A.** Modified bituminous roofing work including but not limited to:

1. Minimum two (2) plies of approved ASTM D2178, Type IV glass fiber roofing felt bonded to the prepared substrate with hot bitumen.
2. Hot Bitumen: ASTM D312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185°F - 205°F
 - b. Flash Point 500°F
 - c. Penetration @ 77°F 15-35 units
 - d. Ductility @ 77°F 2.5 cm
3. Base Flashing Ply: One (1) ply of 40 mil SBS base flashing ply covered by an additional layer of modified bitumen membrane and set in bitumen.
4. Modified Membrane: STRESSPLY PLUS FR MINERAL - Environmentally Friendly; 145 mil SBS (Styrene-Butylene-Styrene) mineral surfaced, rubber modified roofing membrane incorporating recycled rubber, fire retardant characteristics and reinforced with a fiberglass and polyester composite scrim.
5. Surfacing: Apply white acrylic coating ASTM G26.

2.4 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D4586, Type II.
- C. Interply Adhesive: ASTM D312, Type III.

2.5 SHEET MATERIALS

- A. Felt Plies: Fiberglass Felts: ASTM D2178, Type IV
- B. Base Flashing Ply: 40 mil SBS modified membrane with woven ploy/fbgls scrim reinforcement with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane)
- C. Modified Flashing Ply:
 1. Versiply 40
- D. Modified Membrane Properties (Finished Membranes): STRESSPLY PLUS FR MINERAL; ASTM D6162, Type III Grade G

1. Tensile Strength (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 310 lbf/in CMD 310 lbf/in
 - b. 50 mm/min. @ 23 ± 3°C MD 54.2 kN/m CMD 54.2 kN/m
2. Tear Strength (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 500 lbf CMD 500 lbf
 - b. 50 mm/min. @ 23 ± 3°C MD 2224 N CMD 2224 N
3. Elongation at Maximum Tensile (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 3.5% CMD 3.5%
 - b. 50 mm/min. @ 23 ± 3°C MD 3.5% CMD 3.5%
4. Low Temperature Flexibility (ASTM D5147): Passes -30°F (-34°C)

2.6 SURFACINGS

- A. White Elastomeric Roof Coating: Pyramic; Energy Star approved white acrylic roof coating:
 1. Weight/Gallon 12 lbs./gal. (1.44 g/cm³)
 2. Non-Volatile % (ASTM D 1644) 66 min
 3. Reflectance 81%

2.7 RELATED MATERIALS

- A. Roof Insulation: Installed per NRCA guidelines.
- B. Roof Insulation Fasteners: per wind uplift calculations and NRCA guidelines.
- C. Base Sheet: ASTM D4601, Type II; as recommended and furnished by the modified membrane manufacturer.
- D. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

- E. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.
- F. Walkway Pads: Factory formed recycled rubber, nonporous, with a slip-resisting surface texture, manufactured specifically for adhering to modified bituminous membrane roofing as a protection course for foot traffic, of the following thickness:
 - 1. ¾" thick for use in high traffic areas
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Supplied by membrane manufacturer.
- G. Walkway Pad Adhesive: Adhesive used to adhere approved walk way pads as recommended and furnished by the membrane manufacturer
- H. Rust Inhibitive Paint: As recommended and furnished by the membrane manufacturer for mechanical units and other metal surfaces to control and prevent surface rust.
- I. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.
 - 1. Tensile Strength (ASTM D412) 250 psi
 - 2. Elongation (ASTM D412) 950%
 - 3. Hardness, Shore A (ASTM C920) 35
 - 4. Adhesion-in-Peel (ASTM C920) 30 pli
- J. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 - 1. Elongation (ASTM D412) 300%
 - 2. Hardness, Shore A (ASTM C920) 50
 - 3. Shear Strength (ASTM D1002) 300 psi
- K. Silicone Sealant: One part, medium modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.
 - 1. Tensile Strength (ASTM D412) 230 psi
 - 2. Elongation (ASTM D412) 360%
 - 3. Hardness, Shore A (ASTM C920) 24

- L. Silicone Damp-Proofing: Transparent and colorless solution designed to damp-proof above grade masonry surfaces as recommended and furnished by the membrane manufacturer.
 - 1. Density @77°F 8.4 lb/gal min.
 - 2. Viscosity (Zahn #2 cup) Typical 14 sec.
- M. Acrylic Damp-Proofing: Damp-proofing that provides heavy body protection while bridging small hair line cracks and masonry imperfections as recommended and furnished by the membrane manufacturer.
 - 1. Density @77°F 12.25 lb/gal typical
 - 2. Viscosity (ASTM D562) 95 KU
- N. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- O. Non-Shrink Grout: Use an all weather fast setting chemical action concrete material to fill pitch pans.
 - 1. Flexural Strength (ASTM C78 (modified)) 7 days 1100psi
 - 2. High Strength (ASTM C109 (modified)) 24 days 8400lbs (3810kg)
- P. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.
- Q. Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- R. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- S. Roof Drains: Metal Roof drains as recommended by the membrane manufacturer.
- T. Sky Light Protection System: Compression mounted skylight protection system that meets OSHA requirements for skylights as recommended and furnished by the membrane manufacturer.
- U. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled
- V. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

- A.** Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 EXAMINATION

- A.** Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B.** Verify that deck is supported and secured to structural members.
- C.** Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains, valleys, or eaves.
- D.** Verify that adjacent roof substrate components do not vary more than [1/4] inch in height.
- E.** Verify that deck surfaces are dry.
- F.** Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.

3.3 DECK PREPARATION

- A.** Wood Deck
 - 1.** Verify that wood decking is flat and has tight joints.

3.4 GENERAL INSTALLATION REQUIREMENTS

- A.** Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B.** Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C.** Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.
- D.** Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.

- E.** Asphalt Bitumen Heating: Heat and apply bitumen in accordance with the Equiviscous Temperature (EVT) Method as recommended by National Roofing Contractors Association (NRCA). Do not raise temperature above minimum normal fluid-holding temperature necessary to attain EVT (plus 5°F at point of application) more than one (1) hour prior to time of application. Determine flash point, finished blowing temperature, EVT, and fire-safe handling temperature of bitumen either from information by manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than twenty five degrees (25°F) below flash point. Discard bitumen that has been held at temperature exceeding Finishing Blowing Temperature (FBT) for more than three (3) hours. Keep kettle lid closed except when adding bitumen.
- F.** Asphalt Bitumen Mopping Rate:

 - 1. Interply Mopping: Apply bitumen at the rate of approximately twenty five (25) lb.(11.3kg) of bitumen per roof square.
 - 2. Modified Membrane Mopping: Apply bitumen at the rate of approximately thirty (30) lb (13.6kg). of bitumen per roof square.
 - 3. Flood Coat: Apply bitumen at the rate of approximately sixty (60) to seventy (70) lb.(27-31kg) of bitumen per square (plus or minus twenty five (25) percent on a total job average basis).
- G.** Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H.** Apply roofing materials as specified by manufacturer's instructions.

 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.
 - 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 4. Begin and apply only as much roofing in one day as can be completed that same day.
- I.** Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.
- J.** Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.5 INSULATION INSTALLATION

- A.** Deck type: Wood
- B.** Install per NRCA guidelines. Replace with same like and kind.

3.6 FELT PLY INSTALLATION

- A.** Fiberglass Plies: Install two (2) fiberglass ply sheets in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve two plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on felt rolls until asphalt has cooled, fish mouths should be cut and patched.
- B.** Lap ply sheet ends eight (8) inches (203mm). Stagger end laps twelve (12) inches (304mm) minimum.
- C.** Lightly broom in fiberglass plies to assure complete adhesion.
- D.** Extend plies two (2) inches (50mm) beyond top edges of cants at wall and roof projections and equipment bases.
- E.** Install base flashing ply to all perimeter and projection details after membrane application.

3.7 MODIFIED MEMBRANE APPLICATION

- A.** Solidly bond the modified membrane to the base layers with specified asphalt at the rate of twenty five (25) to thirty (30) lbs. (11-13kg) per 100 square feet.
- B.** The modified membrane roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Exercise care during application to eliminate air entrapment under the membrane.
- C.** Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- D.** Install subsequent rolls of modified membrane across the roof as above with a minimum of four (4) inch (101mm) side laps and eight (8) inch (203mm) end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
- E.** Apply asphalt no more than five (5) feet (1.5m) ahead of each roll being embedded.
- F.** Extend membrane two (2) inches (50mm) beyond top edge of all cants in full moppings of the specified asphalt.

3.8 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate.
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work [as specified in other Sections].
- H. Metal Edge:
 - 1. Inspect the nailer to assure proper attachment and configuration.
 - 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at eight (8) inches o.c.
 - 3. Install continuous cleat and fasten at six (6) inches o.c.
 - 4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every three (3) inches o.c. staggered.
 - 5. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
 - 6. Strip in flange with base flashing ply covering entire flange in bitumen with six (6) inches on to the field of roof. Assure ply laps do not coincide with metal laps.
 - 7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof.
- I. Coping Cap:

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with six (6) inches on to field of roof and set in hot asphalt. Nail membrane at eight (8) inches o.c.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
6. Install continuous cleat and fasten at six (6) inches o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat.
8. Fasten inside cap twenty four (24) inches o.c. with approved fasteners and neoprene washers through slotted holes which allow for expansion and contraction.
11. Fasten inside of cap twenty four (24) inches o.c. with approved fasteners and neoprene washers.

J. Surface Mounted Counterflashing:

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering wall set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall.
6. Secure counterflashing set on butyl tape above flashing at eight (8) inches o.c. and caulk top of counterflashing.

K. Equipment Support:

1. Minimum curb height is eight (8) inches. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering curb set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Attach top of membrane to top of curb and nail at eight (8) inches o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at twenty four (24) inches o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

L. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in (¼) inch bed of mastic. Run lead/copper into drain a minimum of two (2) inches. Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inch square minimum) in bitumen.
6. Install modified membrane (forty eight (48) inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

M. Plumbing Stack:

1. Minimum stack height is twelve (12) inches.
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.

3. Prime flange of new sleeve. Install properly sized sleeves set in (1/4) inch bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of one (1) inch down inside of stack.

3.9 APPLICATION OF SURFACING

A. Reflective Coating:

1. Allow all cold applied mastics and coating to properly dry and cure before installing the white coating.
2. Paint all exposed membrane with manufacturer's Energy Star acrylic coating installed at a rate of one (1.5) gallon per square per coat in a two coat application.

B. Mineral Surfaced Membrane System: While bleed out from the side and end laps are still hot, hand broadcast minerals into asphalt bleed out for a monolithic appearance. Apply mineral lap sealant to any areas of improper adherence of minerals and rebroadcast minerals while coating is still wet.

3.10 FIELD QUALITY CONTROL

- A.** Perform field inspection and and testing as.
- B.** Correct defects or irregularities discovered during field inspection.
- C.** Require attendance of roofing [and insulation] materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.11 CLEANING

- A.** Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B.** In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C.** Repair or replace defaced or disfigured finishes caused by work of this Section.

3.12 CONSTRUCTION WASTE MANAGEMENT

- A.** Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.13 FINAL INSPECTION

- A.** At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B.** Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C.** The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.
- D.** If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E.** Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F.** Notify the Contractor and Owner upon completion of corrections.
- G.** Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- H.** Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the District will exercise rights to correct the Work under the terms of the Conditions of the Contract.

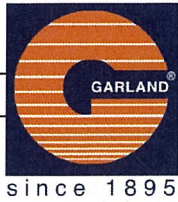
3.14 OWNER SUPPLIED MATERIALS

- A.** Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with section 07 52 00. Overages will be returned to the District and under estimated quantities will be the full responsibility of the contractor to supply and install in full compliance with this section. Freight charges of District supplied materials will be the responsibility of the District. Contractor must take delivery of materials, properly protect, cover and store at jobsite. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of section 07 52 00.

B. Materials Quantities Provided by the District;

- 65 Rolls: Stressply Plus FR Mineral surface Cap Sheet (75 sq ft per roll)
- 18 Rolls: HPR GlasBase Sheet (300 sq ft per roll)
- 4 Rolls: VersiPly 40 Base Flashing Sheet (200 sq ft per roll)
- 4 Rolls: HPR Torch Base Sheet (100 sq ft per roll)
- 6 Rolls: Stressply Plus FR IV Min Torch Cap Sheet (75 sq ft per roll)
- 7 Pails: KEE White Mastic (3.5 gal pail)
- 1 Cases: Tuff Stuff Urethane Sealant (24 per case)
- 3 Rolls: Garmesh (150' x 6")
- 3 Drums: Pyramic Cool Roof Coating (3) gals per sq. (55 gal drum)
- 2 Pails: White Star (2) gals per sq. (5 gal pail)
- Freight to jobsite

END OF SECTION 07 52 00 - MODIFIED BITUMINOUS MEMBRANE
ROOFING - HOT APPLIED



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

Riverside, CA. 92504

951/300-8377 Phone

NATIONWIDE: 800-321-9336

Jason R. Busanovitch
Roof Asset Manager
Jbusanovitch@garlandind.com

Mr. Duane Burk
Beaumont – Cherry Valley Recreation & Park District

The Garland Company has been the leading manufacturer of high performance roof systems for over 120 years. We assist facility managers with all types of repair, restoration, and replacement solutions that are customized to accommodate your specific needs and budgets.

Garland has developed effective methods and processes for use in **preventive maintenance (PM)**. Experience has shown that the key to roof longevity and low life-cycle cost is a proactive PM program. This translates into fewer problems, longer life and direct dollar savings. If your roofs are in maintainable condition, we will recommend a detailed plan to extend the service life of those roofs.

The following is a list of services we provide to our customers:

- **Roof inspections** at least twice a year
- **Photographic analysis** of each roof area. This will document the overall condition of the roof and any existing problems
- **Written recommendations and budgets** customized to each facility and roof area
- **Competitive bidding** will allow you to take full advantage of the services provided by Garland and still obtain the best possible price through an independent bid process
- **Project coordination** as your local Garland representative, I will handle all responsibilities associated with any roof project and act as a liaison between you and the contractor
- **Inspections** I will be responsible for ensuring the quality of preparation and installation of all roof improvements
- **Single source responsibility** Garland controls all projects from spec preparation to warranty issuance, leaving you with only one call to make should any problem arise
- **Garland is on the CMAS Schedule and has the US Communities Contract**

I look forward to the opportunity of discussing these benefits with you in the near future.

Sincerely,

Jason R. Busanovitch

Jason R. Busanovitch

GARLAND'S HISTORY

More than 120 years of experience

Not many companies can make that claim. Founded in 1895, Garland has withstood the test of time to become a worldwide leader in the commercial building industry

1895



Samuel D. Wise loans his younger brother, Jacob B. Wise, \$100 to purchase Garland Refining Company.

1914



The company name is changed under Ohio law to The Garland Company, Inc.®

1917



Jacob Wise's patent for roofing compositions is approved by the U.S. Patent Office, launching Garland's history of innovation.

1919



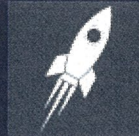
Garland purchases large plant and warehouse property at 3800 East 91st Street in Cleveland, Ohio, which remains the company headquarters today.

1932



Plant operations are unionized, making Garland one of the earliest – if not the first – manufacturers of industrial paints to run a union shop.

1945



The Garland Company celebrates its 50th anniversary.

1967



V.L. Wise resigns. Brothers John T. Wise and Edward F. Wise split the company.

1974



On May 1, Mel Chrostowski, Dick Olivier and Doug Raynow enter into agreement to purchase The Garland Company. Their leadership marks the beginning of a new era for Garland. By year's end, they are joined by Dick DeBacco, Perry Demming, Bill Oley and Elmer Soliday, forming a solid group of visionaries to take Garland to the next level.

1980



Garland formally introduces [StressPly®](#), the first high-performance modified bitumen roofing system manufactured in North America.

1985



Garland initiates employee ownership through the ESOP program.

1987



Garland Canada Inc.® is formed with headquarters in Toronto, Canada.

1987



Dick DeBacco assumes presidency of Garland after John T. Wise retires.

1988



GMX, Inc.®, a manufacturer and supplier of waterproofing and dampproofing products for the building envelope, is created as a wholly-owned subsidiary headquartered in Cleveland.

1990



Garland forges a joint venture with ImageWorks, Inc., a Cleveland advertising firm, to expand public relations and marketing capabilities within the company. ImageWorks remains today as Garland's in-house marketing department.

1992



The Energizer rubberized liquid membrane for roof restoration is introduced.

1994



Garland becomes the first in the U.S. commercial roofing industry to achieve ISO 9002 certification.

1994



Garland obtains full ownership of Innovative Metals Company, Inc.® (IMETCO), headquartered in Tucker, Georgia, adding to our capabilities high-quality manufacturing operations for structural and architectural standing seam metal systems.

1995



The Garland Company celebrates 100 years of continuing growth and success.

1995



Garland is among the first roofing companies in North America to embrace green technologies, introducing the first green roofing system.

1996



Garland introduces Roof Asset Management Program® (RAMP), the industry's most comprehensive software for tracking and managing building assets.

1996



Commercial Innovations, Inc.®, a supplier of a wide range of high-performance roofing products for contractors and distribution networks, is formed as a wholly-owned subsidiary of Garland Industries.

1998



Garland ISO 9001 certification for research and development begins.

1999



A new business, V2 Composites, Inc.® is launched in Auburn, Alabama to ensure a continuous supply of scrims and to support product and industry diversification.

2000



Garland inaugurates "The Healy," a new, state-of-the-art product line for roll good products, restructuring and expanding our warehouse around these new capabilities and increasing our total production, warehousing, research and office space in Cleveland to more than 100,000 square feet. Company celebrates 100 years of continuing growth and success.

2001



The Garland Company UK, LTD® is formed in Gloucester, England to expand Garland distribution in Europe.

2001



Today, Garland's corporate training center for new salesmen is named the Soliday Center, in honor of Elmer Soliday, one of Garland's first salesmen and trainers.

2001



Garland introduces the R-Mer Edge product family to protect the roof's perimeter.

2001



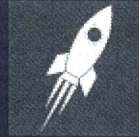
Design-Build Solutions, Inc.® (DBS) is formed as a wholly-owned subsidiary headquartered in Cleveland, to give owners an alternative construction delivery system.

2003



ISO 9001:2000 certification is achieved.

2004



Garland becomes 100 percent employee owned through ESOP.

2004



Dave Sokol, who joined Garland in 1990 and served in various capacities from advertising and marketing manager to vice president of operations, assumes Garland Industries presidency.

2006



Garland acquires a roll goods manufacturer to expand production capabilities.

2008



Garland launches the Garland Greenhouse®, branding our sustainable product line and services.

2009



Garland achieved ISO 9001:2008 certification, assuring customers of our ongoing commitment to continuous quality improvement.

2009



Garland is one of only five regional employers to be honored with the NorthCoast 99 Legacy Award, which is reserved for organizations that have won the NorthCoast 99 award from the Employers Resource Council (ERC) for 10 years.

2009



Garland launches a dynamic new product category, the Dura-Walk® plaza deck system for roofing areas that are to be used for walkways, decking, or vehicular traffic.

2010



Garland adds StressPly® E (Environmental) membranes that feature selected reinforcements, a unique rubber-modified asphalt and surfacing that contain 8% post-consumer recycled content, 27% pre-consumer recycled content and 2.5% rapidly renewable content.

2010



Garland expands its national manufacturing capabilities by acquiring polymer coatings manufacturer, Urethane Polymers International, Inc.™, allowing for the in-house manufacturing of all Garland elastomeric, white roof coatings.

2011



Garland becomes the first roofing manufacturer to have its modified membranes certified by UL Environment, the leading environmental claims accreditation body, for both recycled and bio-based content.

2011



Garland begins manufacturing coal tar-based Millennium® at its Cleveland, Ohio, manufacturing facility.

2012



Garland begins manufacturing all reflective materials at its West Coast manufacturing facility.

2012



Garland acquires DryDog Barriers, LLC and integrates it into GMX, Inc.®, expanding the company's line of commercial and residential below-grade waterproofing solutions.

2013



Garland acquires alloy manufacturer in the large equipment and oil and gas drilling industries.

2013



Garland acquires Ram Board®, a manufacturer and distributor of heavy-duty temporary floor protection with headquarters in Burbank, California.

2013



Garland acquires United Plastics Corporation, Inc.®, a leading plastics manufacturer located in Mt. Airy, North Carolina.

2014



Garland acquires two companies in the surface protection industry.

2014



Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the fifteenth consecutive year as one of the best places to work in Northeast Ohio.

2015



Garland introduces OptiMax®, the world's first and only thermoset polyurethane-modified membrane designed to retain its resiliency, making it the longest lasting roof system in the commercial roofing market.

2015



Garland introduces R-Mer Shield, an innovative standing seam roof system designed to provide unrivaled strength, durability and waterproofing protection.

2015



Each year, we present the Demming Award to Garland's top salesman to honor his legacy.

2016



Garland introduces KEE-Stone® FB 60, a 60 mil, fleece-backed, thermoplastic membrane modified with DuPont's™ Elvaloy® HP KEE material and reinforced with a high tensile strength polyester scrim, making it the longest lasting and most durable membrane of its kind in the industry.

2016



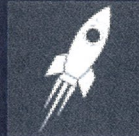
During its seventh annual Spirit Week, Garland employees raise more than \$80,000 for Ohio Cancer Research in honor of several Garland family members battling the disease.

2017



R-Mer Force, Garland's patent-pending innovative flashless edge metal, is introduced offering unmatched protection for roof perimeters all while saving building owners time and money.

2017



Garland is honored with the Smart Business Longevity Award, recognizing 122 years in business in Cleveland.

2017



Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio - our eighteenth consecutive recognition!

2018



Garland introduces the CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting) program operated by Garland's R&D team to test and evaluate roof core samples to answer questions about the system type or identify the source of performance issues.

2018



Garland acquires a leading company specializing in surface, job site and personal protection products.

2018



Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the nineteenth consecutive year.

2018



Pyramic® Plus LO, a water-based reflective coating, is introduced. This new coating smells no stronger than standard house paint, is formulated with urethane chemistry for strength, and includes a biocide package to minimize the growth of mold and fungus on the surface of the coating.

BASIC SCHEDULE – TO BE REVIEWED AND APPROVED BY CM & ROOFING CONTRACTOR

ITEM #1: SITE SCREEN, POST, AND HVAC REMOVAL, INSTALL NEW SITE SCREEN POST – PERFORMED CM

ITEM #2: ROOF REMOVAL – PERFORMED BY ROOFER (2 – 3 DAYS)

ITEM #3: WOOD DECK REPAIR / REPLACE – PERFORMED BY CM

ITEM #4: INSTALLATION OF 1 TO 2 NEW DRAINS – PERFORMED BY ROOFER
INSTALLATION OF PLUMBING FOR 1 TO 2 NEW DRAINS – PERFORMED BY CM

ITEM #5: INSTALLATION OF NEW ROOF SYSTEM – PERFORMED BY ROOFER (2 – 3 WEEKS) COMPLETE
WATER TIGHT IN (2 – 3 DAYS)


ITEM #6: RE-INSTALLATION AND HOOK UP OF HVAC UNITS – PERFORMED BY CM

ITEMS TO REVIEW:

- ASBESTOS TEST / REPORT
- RESPONSIBILITY TO COVER OPEN ROOF DURING DIFFERENT TRADE WORK
- COPING CAP SIZE
- COPING CAP WOOD NAILER NEEDS TO BE A (2" X WIDTH)
- SITE SCREEN ROUND PIPE SUPPORTS, WE NEED A TOTAL COUNT OF NEW PIPE SUPPORTS

Staff Report

Agenda Item No. 3.9

To: Chairman and Board Members
From: Duane Burk, General Manager 
Date: November 14, 2018
Subject: Garland Company Roof Asset Management Program, and Grand American Builders.

Background and Analysis:

Noble Creek Community Center was constructed in 1983. Construction material used to build the building is wood, plaster, wood siding, glass and a hot mop flat roof. Through the many years the roof and wood siding have been deteriorating and are in need of replacement.

Staff has met with the Garland Company which specializes in roofing products. Additionally, Garland has been in business for over 100 years inspecting and certifying roofing material and contractors for installation.

On November 1, 2018 at 10:00 am the General Manager and Nancy Law (Finance Coordinator) met with Jason Busanovitch along with four roofing contractors and two general contractors to inspect the roof condition of Noble Creek Community Center. (Report attached)

Garland Company Inc provides products that are recognized by the State of California by utilizing the California Multiple Award Schedule (CMAS) (Report Attached). This process allows the Board to specify their product and approve the material for purchase. Hence, the District can buy directly from the vendor which has been approved through the CMAS process.

Garland has provided specifications for this project and a schedule. (Report attached).

Recommendations:

Staff recommends utilizing Garland Company Inc for roofing material utilizing the CMAS process approved by the State of California. Also, staff recommends Garland to inspect the installation of product from the lowest responsive bidder.

Also, during the removal of the existing hot mop roof we will expose damaged sheeting and structural materials staff recommends using Grand American Builders Inc for repairs to the structure.

Fiscal Impact:

Garland Company Inc, Material and shipping \$38,000

Grand American Builders Inc, unknown at this time however the labor and material process is requested for payment.

The Garland Company
HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST STREET-CLEVELAND, OHIO 44105-21937
PHONE (216) 641 7500 – FAX (216) 641 0633

November, 2018
Beaumont – Cherry Valley Recreation & Park District
Material List for: Noble Creek Community Center
CMAS Contract #4-01-56-0006A

Noble Creek Community Center Re-Roof Project

Material	Quantity		Price	Total
StressPly Plus FR Min	65	Rolls	212.00	\$13,780.00
HPR Base Sheet	18	Rolls	118.00	\$2,124.00
VersiPly 40	4	Rolls	282.00	\$1,128.00
Pyramic	3	Drums	2,916.00	\$8,748.00
White Star	2	Pails	606.00	\$1,212.00
KEE Loc White Mastic	7	Pails	293.00	\$2,051.00
Garmesh	3	Rolls	58.00	\$174.00
Tuff Stuff Caulking (white)	1	Cases	360.00	\$360.00
StressPly IV Min	6	Rolls	292.00	\$1,752.00
HPR Torch Base	4	Rolls	217.00	\$868.00
			Subtotal	\$32,197.00
			Sales Tax 8.00%	\$ 2,575.76
			Estimated Shipping	\$ 2,500.00
			Total	\$37,272.76

All prices F.O.B. Cleveland Ohio
Sales Tax, if applicable will be added to all invoices
All pricing good through December 31, 2018

The Garland Company, Inc.
Roof Asset Management Program



Noble Creek Community Center

Prepared By
Jason Busanovitch

Prepared For
Mr. Duane Burk



Photo Report

Client: Beaumont Cherry Valley Recreation & Park District

Facility: Noble Creek Community Center

Roof Section: Noble Creek Community Center

Report Date: 10/29/2018

Title: Roof Inspection



Photo 1

Beaumont - Cherry Valley
Recreation & Park District

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

Roof Inspection October 2018



Photo 2

Overview of current roof system
(BUR) Built Up Roof with a Flood & Gravel surface

Failing condition due to time in service
This roof has passed its useful life cycle



Photo 3

Overview of current roof system



Photo 4

Overview of current roof system



Photo 5

Overview of current roof system

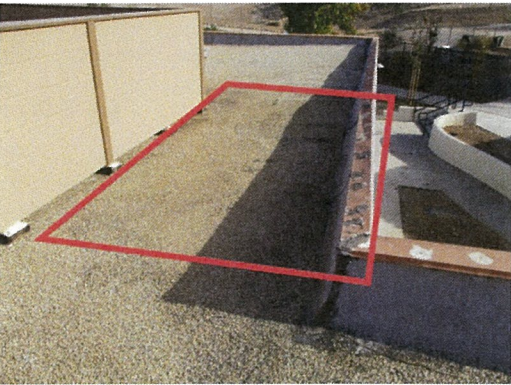


Photo 6

Overview of current roof system

This section of wood decking needs to be replaced
It is very "Soft & Spongy"



Photo 7

Overview of current roof system & equipment area



Photo 8

Overview of current roof system & equipment area

These metal pans need to be replaced



Photo 9

Overview of current roof system & equipment area

These metal pans need to be replaced



Photo 10

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 11

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 12

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 13

The pipe flashing's have failed, they are open and allowing water into the Bldg

All flashing's will be replaced during the re-roof project



Photo 14

The metal coping cap system will be replaced during the re-roof project



Photo 15

The metal coping cap system will be replaced during the re-roof project

Many failed repair attempts, black mastic should not be used on metal roofing components



Photo 16

The metal coping cap system will be replaced during the re-roof project

Many failed repair attempts, black mastic should not be used on metal roofing components



Photo 17

These pitch pans will be replaced during the re-roof project. They are a maintenance item and always leak.



Photo 18

These pitch pans will be replaced during the re-roof project. They are a maintenance item and always leak.



Photo 19

The trees around the Bldg need to be trimmed way back
Not only do they wear the roof they allow animals access to the roof /
Bldg



Photo 20

The trees around the Bldg need to be trimmed way back
Not only do they wear the roof they allow animals access to the roof /
Bldg



Photo 21

FYI - Cracks in the stucco should be sealed



Photo 22

FYI - Cracks in the stucco should be sealed



Photo 23

Overview of drainage system
Currently only (2) Drainage locations
Internal drain and overflow scupper

Additional drainage to be installed



Photo 24

Overview of drainage system
Currently only (2) Drainage locations
Internal drain and overflow scupper

Additional drainage to be installed



Photo 25

Overview of upper roof section
This will be replaced during re-roof project

April 23, 2015

Mr. Chuck Ripepi
The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH. 44105

Subject: RENEWAL of The Garland Company, Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-01-56-0006A, SUPPLEMENT NO. 4
CMAS Contract Term: April 23, 2015 through April 30, 2020
Base GSA Schedule No.: GS-07F-0130K

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

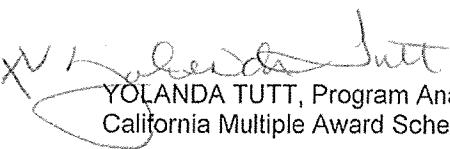
To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/emas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2015 (APR-JUN)
DUE BY JULY 15, 2015.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "emas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4408. Thank you for your continued cooperation and support of the CMAS Program.


YOLANDA TUTT, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
The Garland Company, Inc.

CONTRACT NUMBER:	4-01-56-0006A
SUPPLEMENT NO.:	4
CMAS CONTRACT TERM:	4/23/2015 through 4/30/2020
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0130K
BASE SCHEDULE HOLDER:	The Garland Company, Inc.

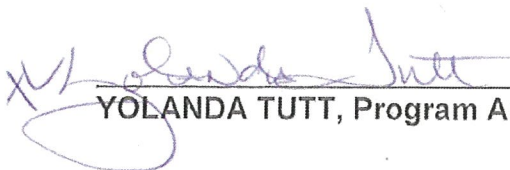
This contract provides for the purchase and warranty of roofing and flooring materials. (See page 2 for restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 4-30-20. In addition, this supplement replaces in its entirety The Garland Company, Inc's existing California Multiple Award Schedule (CMAS) that expires on 4-30-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010 products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.


YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **4/23/2015**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Construction Flooring-Epoxy
Construction Roofing-Material

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation services, and public works service with a requirement for State contractor licensing are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0130K (The Garland Company, Inc.) with a GSA term of 1/20/2015 through 1/19/2020. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (216) 883-2055:

The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH 44105
Attn: Steve Rojek

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (216) 430-3613
E-mail: srojek@garlandind.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at [www.ftb.ca.gov/aboutFTB/Delinquent Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml).

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/delq.cgi.

CALIFORNIA SELLER'S PERMIT

The Garland Company, Inc.'s California Seller's Permit No. is 30651030. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via: _____
Carrier's telephone number: _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ of
_____ UPS account number applies.
State of California Purchase Order Number
_____. SHIP COLLECT. Estimated UPS
charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$100.00

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx>

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

The Garland Company, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are 1.5%-10 days; net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision

Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar) Q2 (Apr-Jun) Q3 (Jul-Sep) Q4 (Oct-Dec)

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES							
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Purchase Order	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) "Buyer" means the State's authorized Contracting official.
 - c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions - Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

- d) Statement of Work, including any specifications incorporated by reference herein;
 - e) special terms and conditions; and
 - f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
 - b) All Goods may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
- 24. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
 - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
 - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
 - e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
 - f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.
- 37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
- 38. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
 - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 40. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

- 41. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

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or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance

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The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. **CMAS -- TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. **CMAS -- CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. **CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. **CMAS -- RENTAL AGREEMENTS:**

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The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract

BEAUMONT – CHERRY VALLEY RECREATION & PARK DISTRICT

SECTION 07 52 00 – ROOF SPECIFICATION - MODIFIED BITUMINOUS MEMBRANE ROOFING - HOT APPLIED

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Provide all labor, equipment, and miscellaneous material to install District furnished and purchased modified bitumen roofing system over the properly prepared substrate for the Beaumont – Cherry Valley Recreation & Park District. The Installer shall be financially responsible for the materials that are not supplied by the District and The Garland Company, Inc. If additional material is required to finish the project it will be the financial responsibility of the Installer to supply and install. Addition details under section 3.14 of this specification.
- B. Scope of Work: Re-Roof Noble Creek Community Center @ 390 Oak Valley Pkwy
1. Tear off the existing roof system down to substrate and properly dispose of material.
 2. Replacement of damaged or failed wood substrate will be performed by other trades.
 3. Install “Cool Roof” roofing system as per the Manufacturers specifications.
 4. Contractor must submit Contractors Approved Applicator Letter with bid package
 5. Mechanically fasten red rosin paper and HPR GlasBase to substrate.
 6. Install (2) Type IV inner plies in hot asphalt.
 7. Install StressPly Plus FR Mineral cap sheet in hot asphalt.
 8. Upper small roof section, mechanically fasten Primed Densdeck, install HPR Torch Base Sheet, and StressPly IV Min. Torch Cap Sheet.
 9. Install Pyramic Cool Roof Coating at (1.5) gallon a square (2) coats required for a total of (3) gallons per square.
 10. Drainage areas will receive a coating of White Star at 2 gals per sq. and White Minerals. Up to (4) drainage areas, each area to be a minimum of (4' x 4'). Replace all plastic and / or missing drainage baskets with new metal baskets.
 11. Contractor must submit a line item price for installation of additional drainage areas. The roofer will supply new Zurn Drain and properly roof in. Other trades to install the plumbing connections and run all drainage lines.
 12. No pitch pans will be allowed on this project, 4 lbs lead flashings or goosenecks.
 13. Install new 24 gauge galvanized coping cap system, color to be dark brown from standard color chart. District to provide measurements of new coping cap.
 14. Install traffic pads / walk pads on roof surface at the roof hatch and areas and around air conditioning units.
 15. HVAC: Other trades to removed & reinstall HVAC Units. While the HVAC Units are off the roof the roofer will roof in the curbs and provide new metal pans to cover the curbs. Other trades will be responsible for disconnection and reconnection of Units.
 16. Site Screen: Other trades to remove current site screen and pitch pans. Other trades to install new round pipe supports for the new site screen. Removal and installation of new round pipe to be completed before roofing begins. Roofer to supply and install new lead flashings at each new round pipe support.
 17. This is a Prevailing Wage Project requiring registration with the DIR.

1.2 SUMMARY

- A. Section includes modified bituminous roofing system.
- B. Related Sections:
 - 1. Section - Common Work Results for Thermal and Moisture Protection.
 - 2. Section - Maintenance of Modified Bituminous Membrane Roofing.
- C. Related Work Specified Elsewhere:
 - 1. Quality Assurance: – Roofing Manufacturer’s Field Services.
 - 2. Rough Carpentry: - Rough Carpentry.
 - 3. Roofing Demolition: - Modified Bituminous Membrane Re-Roofing Procedures.
 - 4. Roof Insulation: - Roof Insulation.
 - 5. Sheet Metal Flashing and Trim: - Sheet Metal Flashing and Trim.
 - 6. Sheet Metal Roof Accessories: - Roof Specialties.

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing.
 - 2. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 3. ASTM D451 Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
 - 4. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 5. ASTM D1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
 - 6. ASTM D1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

7. ASTM D2178 Standard Specification for Asphalt Glass Felt Used as a Protective Coating for Roofing.
 8. ASTM D4586 Standard Specification for Asphalt Roof Cement.
 9. ASTM D2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
 10. ASTM D4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
 11. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 12. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 13. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 14. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.
- C. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- D. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- E. Warnock Hersey (WH):
1. Fire Hazard Classifications.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Samples: Submit two (2) samples of the following:
 1. 2 (1'x1') sample of Cap Sheet for review.
 2. 2 (1'x1') sample of Base Flashing for review.
- C. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

- D. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Manufacturer's Certificate: Certify that the roof system furnished is approved or accepted by Factory Mutual Approval Standard 4470.
- E. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- G. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- H. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- I. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding, sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- J. Qualification data for firms and individuals identified in Quality Assurance Article below.
- K. Test Reports: Submit third party validation of environmental claims, prepared UL Environment, and for all modified bituminous sheet material containing recycled content and/or bio based content.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A.** General: Comply with Requirements of Division 01 Section - Closeout Submittals.
- B.** Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C.** Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D.** Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- E.** Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.

1.7 QUALITY ASSURANCE

- A.** Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience and have ISO 9001 certification.
- B.** Installer Qualifications: Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C.** Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D.** Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.
- E.** Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.8 PRE-INSTALLATION CONFERENCE

- A.** Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B.** Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other

representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks) inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for weather or non-working days.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner of Record. This shall not be construed as interference with the progress of Work on the part of the Owner of Record.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor, and the deck will be repaired or replaced at his expense.

1.10 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following: (FREE OF CHARGE)
 - 1. Report progress and quality of the work as observed.
 - 2. Provide job site inspections a minimum of 3 days per week.
 - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - 4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.11 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank one (1) inch cap nails, or screws and plates at a rate of one (1) fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and four (4) ft o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install four (4) additional fasteners at the upper edge of the membrane when strapping the plies.

1.12 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other Sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted.

1.13 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner the Manufacturer will supply to the Owner a (30) year water tight warranty.
- B. Installer will submit a two (2) year bonded warranty and a (3) year contractor warranty for a total of a (5) year warranty to the membrane manufacturer with a copy directly to Owner.

1.14 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity
 - 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as given in Part 3. (Completed and submitted by Contractor)
 - a. Design Code: ASCE 7-05, Method 2 for Components and Cladding.
 - b. Category [I, II, III, or IV] Building with an Importance Factor of [0.77, 1.0, 1.15, or 2.0]
 - c. Wind Speed: [] mph
 - d. Ultimate Pullout Value: [] pounds per each of the fastener
 - e. Exposure Category: [B, C, D]
 - f. Design Roof Height: [] feet.
 - g. Minimum Building Width: [] feet.
 - h. Roof Pitch: [] inches per foot.
 - i. Topographic Factor: []
 - 1) Roof Area Design Uplift Pressure:
 - 2) Zone 1 - Field of roof [] psf

- 3) Zone 2 - Eaves, ridges, hips and rakes [] psf
- 4) Zone 3 - Corners [] psf

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

- A.** Refer to Division 01 Section Common Product Requirements.
- B.** Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C.** Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1.** Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2.** Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 - 3.** Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 4.** The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A.** The design is based upon roofing systems engineered and manufactured by The Garland Company or approved equals: The Garland Company 3800 East 91st Street Cleveland, Ohio 44105 Telephone: (951) 300-8377 Website: www.garlandco.com

2.3 DESCRIPTION

- A.** Modified bituminous roofing work including but not limited to:

1. Minimum two (2) plies of approved ASTM D2178, Type IV glass fiber roofing felt bonded to the prepared substrate with hot bitumen.
2. Hot Bitumen: ASTM D312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185°F - 205°F
 - b. Flash Point 500°F
 - c. Penetration @ 77°F 15-35 units
 - d. Ductility @ 77°F 2.5 cm
3. Base Flashing Ply: One (1) ply of 40 mil SBS base flashing ply covered by an additional layer of modified bitumen membrane and set in bitumen.
4. Modified Membrane: STRESSPLY PLUS FR MINERAL - Environmentally Friendly; 145 mil SBS (Styrene-Butylene-Styrene) mineral surfaced, rubber modified roofing membrane incorporating recycled rubber, fire retardant characteristics and reinforced with a fiberglass and polyester composite scrim.
5. Surfacing: Apply white acrylic coating ASTM G26.

2.4 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D4586, Type II.
- C. Interply Adhesive: ASTM D312, Type III.

2.5 SHEET MATERIALS

- A. Felt Plies: Fiberglass Felts: ASTM D2178, Type IV
- B. Base Flashing Ply: 40 mil SBS modified membrane with woven ploy/fbgls scrim reinforcement with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane)
- C. Modified Flashing Ply:
 1. Versiply 40
- D. Modified Membrane Properties (Finished Membranes): STRESSPLY PLUS FR MINERAL; ASTM D6162, Type III Grade G

1. Tensile Strength (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 310 lbf/in CMD 310 lbf/in
 - b. 50 mm/min. @ 23 ± 3°C MD 54.2 kN/m CMD 54.2 kN/m
2. Tear Strength (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 500 lbf CMD 500 lbf
 - b. 50 mm/min. @ 23 ± 3°C MD 2224 N CMD 2224 N
3. Elongation at Maximum Tensile (ASTM D5147)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 3.5% CMD 3.5%
 - b. 50 mm/min. @ 23 ± 3°C MD 3.5% CMD 3.5%
4. Low Temperature Flexibility (ASTM D5147): Passes -30°F (-34°C)

2.6 SURFACINGS

- A. White Elastomeric Roof Coating: Pyramic; Energy Star approved white acrylic roof coating:
 1. Weight/Gallon 12 lbs./gal. (1.44 g/cm³)
 2. Non-Volatile % (ASTM D 1644) 66 min
 3. Reflectance 81%

2.7 RELATED MATERIALS

- A. Roof Insulation: Installed per NRCA guidelines.
- B. Roof Insulation Fasteners: per wind uplift calculations and NRCA guidelines.
- C. Base Sheet: ASTM D4601, Type II; as recommended and furnished by the modified membrane manufacturer.
- D. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

- E. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.
- F. Walkway Pads: Factory formed recycled rubber, nonporous, with a slip-resisting surface texture, manufactured specifically for adhering to modified bituminous membrane roofing as a protection course for foot traffic, of the following thickness:
 - 1. ¾" thick for use in high traffic areas
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Supplied by membrane manufacturer.
- G. Walkway Pad Adhesive: Adhesive used to adhere approved walk way pads as recommended and furnished by the membrane manufacturer
- H. Rust Inhibitive Paint: As recommended and furnished by the membrane manufacturer for mechanical units and other metal surfaces to control and prevent surface rust.
- I. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.
 - 1. Tensile Strength (ASTM D412) 250 psi
 - 2. Elongation (ASTM D412) 950%
 - 3. Hardness, Shore A (ASTM C920) 35
 - 4. Adhesion-in-Peel (ASTM C920) 30 pli
- J. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 - 1. Elongation (ASTM D412) 300%
 - 2. Hardness, Shore A (ASTM C920) 50
 - 3. Shear Strength (ASTM D1002) 300 psi
- K. Silicone Sealant: One part, medium modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.
 - 1. Tensile Strength (ASTM D412) 230 psi
 - 2. Elongation (ASTM D412) 360%
 - 3. Hardness, Shore A (ASTM C920) 24

- L. Silicone Damp-Proofing: Transparent and colorless solution designed to damp-proof above grade masonry surfaces as recommended and furnished by the membrane manufacturer.
 - 1. Density @77°F 8.4 lb/gal min.
 - 2. Viscosity (Zahn #2 cup) Typical 14 sec.
- M. Acrylic Damp-Proofing: Damp-proofing that provides heavy body protection while bridging small hair line cracks and masonry imperfections as recommended and furnished by the membrane manufacturer.
 - 1. Density @77°F 12.25 lb/gal typical
 - 2. Viscosity (ASTM D562) 95 KU
- N. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- O. Non-Shrink Grout: Use an all weather fast setting chemical action concrete material to fill pitch pans.
 - 1. Flexural Strength (ASTM C78 (modified)) 7 days 1100psi
 - 2. High Strength (ASTM C109 (modified)) 24 days 8400lbs (3810kg)
- P. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.
- Q. Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- R. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- S. Roof Drains: Metal Roof drains as recommended by the membrane manufacturer.
- T. Sky Light Protection System: Compression mounted skylight protection system that meets OSHA requirements for skylights as recommended and furnished by the membrane manufacturer.
- U. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled
- V. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains, valleys, or eaves.
- D. Verify that adjacent roof substrate components do not vary more than [1/4] inch in height.
- E. Verify that deck surfaces are dry.
- F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.

3.3 DECK PREPARATION

- A. Wood Deck
 - 1. Verify that wood decking is flat and has tight joints.

3.4 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.
- D. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.

- E.** Asphalt Bitumen Heating: Heat and apply bitumen in accordance with the Equiviscous Temperature (EVT) Method as recommended by National Roofing Contractors Association (NRCA). Do not raise temperature above minimum normal fluid-holding temperature necessary to attain EVT (plus 5°F at point of application) more than one (1) hour prior to time of application. Determine flash point, finished blowing temperature, EVT, and fire-safe handling temperature of bitumen either from information by manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than twenty five degrees (25°F) below flash point. Discard bitumen that has been held at temperature exceeding Finishing Blowing Temperature (FBT) for more than three (3) hours. Keep kettle lid closed except when adding bitumen.
- F.** Asphalt Bitumen Mopping Rate:
1. Interply Mopping: Apply bitumen at the rate of approximately twenty five (25) lb.(11.3kg) of bitumen per roof square.
 2. Modified Membrane Mopping: Apply bitumen at the rate of approximately thirty (30) lb (13.6kg). of bitumen per roof square.
 3. Flood Coat: Apply bitumen at the rate of approximately sixty (60) to seventy (70) lb.(27-31kg) of bitumen per square (plus or minus twenty five (25) percent on a total job average basis).
- G.** Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H.** Apply roofing materials as specified by manufacturer's instructions.
1. Keep roofing materials dry before and during application.
 2. Do not permit phased construction.
 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 4. Begin and apply only as much roofing in one day as can be completed that same day.
- I.** Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.
- J.** Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.5 INSULATION INSTALLATION

- A.** Deck type: Wood
- B.** Install per NRCA guidelines. Replace with same like and kind.

3.6 FELT PLY INSTALLATION

- A.** Fiberglass Plies: Install two (2) fiberglass ply sheets in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve two plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on felt rolls until asphalt has cooled, fish mouths should be cut and patched.
- B.** Lap ply sheet ends eight (8) inches (203mm). Stagger end laps twelve (12) inches (304mm) minimum.
- C.** Lightly broom in fiberglass plies to assure complete adhesion.
- D.** Extend plies two (2) inches (50mm) beyond top edges of cants at wall and roof projections and equipment bases.
- E.** Install base flashing ply to all perimeter and projection details after membrane application.

3.7 MODIFIED MEMBRANE APPLICATION

- A.** Solidly bond the modified membrane to the base layers with specified asphalt at the rate of twenty five (25) to thirty (30) lbs. (11-13kg) per 100 square feet.
- B.** The modified membrane roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Exercise care during application to eliminate air entrapment under the membrane.
- C.** Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- D.** Install subsequent rolls of modified membrane across the roof as above with a minimum of four (4) inch (101mm) side laps and eight (8) inch (203mm) end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
- E.** Apply asphalt no more than five (5) feet (1.5m) ahead of each roll being embedded.
- F.** Extend membrane two (2) inches (50mm) beyond top edge of all cants in full moppings of the specified asphalt.

3.8 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate.
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work [as specified in other Sections].
- H. Metal Edge:
 - 1. Inspect the nailer to assure proper attachment and configuration.
 - 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at eight (8) inches o.c.
 - 3. Install continuous cleat and fasten at six (6) inches o.c.
 - 4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every three (3) inches o.c. staggered.
 - 5. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
 - 6. Strip in flange with base flashing ply covering entire flange in bitumen with six (6) inches on to the field of roof. Assure ply laps do not coincide with metal laps.
 - 7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof.
- I. Coping Cap:

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with six (6) inches on to field of roof and set in hot asphalt. Nail membrane at eight (8) inches o.c.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
6. Install continuous cleat and fasten at six (6) inches o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat.
8. Fasten inside cap twenty four (24) inches o.c. with approved fasteners and neoprene washers through slotted holes which allow for expansion and contraction.
11. Fasten inside of cap twenty four (24) inches o.c. with approved fasteners and neoprene washers.

J. Surface Mounted Counterflashing:

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering wall set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall.
6. Secure counterflashing set on butyl tape above flashing at eight (8) inches o.c. and caulk top of counterflashing.

K. Equipment Support:

1. Minimum curb height is eight (8) inches. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering curb set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Attach top of membrane to top of curb and nail at eight (8) inches o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at twenty four (24) inches o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

L. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in (¼) inch bed of mastic. Run lead/copper into drain a minimum of two (2) inches. Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inch square minimum) in bitumen.
6. Install modified membrane (forty eight (48) inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

M. Plumbing Stack:

1. Minimum stack height is twelve (12) inches.
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.

3. Prime flange of new sleeve. Install properly sized sleeves set in (1/4) inch bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of one (1) inch down inside of stack.

3.9 APPLICATION OF SURFACING

- A. Reflective Coating:
 1. Allow all cold applied mastics and coating to properly dry and cure before installing the white coating.
 2. Paint all exposed membrane with manufacturer's Energy Star acrylic coating installed at a rate of one (1.5) gallon per square per coat in a two coat application.
- B. Mineral Surfaced Membrane System: While bleed out from the side and end laps are still hot, hand broadcast minerals into asphalt bleed out for a monolithic appearance. Apply mineral lap sealant to any areas of improper adherence of minerals and rebroadcast minerals while coating is still wet.

3.10 FIELD QUALITY CONTROL

- A. Perform field inspection and and testing as.
- B. Correct defects or irregularities discovered during field inspection.
- C. Require attendance of roofing [and insulation] materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.11 CLEANING

- A. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.12 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.13 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.
- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Contractor and Owner upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- H. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the District will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.14 OWNER SUPPLIED MATERIALS

- A. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with section 07 52 00. Overages will be returned to the District and under estimated quantities will be the full responsibility of the contractor to supply and install in full compliance with this section. Freight charges of District supplied materials will be the responsibility of the District. Contractor must take delivery of materials, properly protect, cover and store at jobsite. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of section 07 52 00.

B. Materials Quantities Provided by the District;

- 65 Rolls: Stressply Plus FR Mineral surface Cap Sheet (75 sq ft per roll)
- 18 Rolls: HPR GlasBase Sheet (300 sq ft per roll)
- 4 Rolls: VersiPly 40 Base Flashing Sheet (200 sq ft per roll)
- 4 Rolls: HPR Torch Base Sheet (100 sq ft per roll)
- 6 Rolls: Stressply Plus FR IV Min Torch Cap Sheet (75 sq ft per roll)
- 7 Pails: KEE White Mastic (3.5 gal pail)
- 1 Cases: Tuff Stuff Urethane Sealant (24 per case)
- 3 Rolls: Garmesh (150' x 6")
- 3 Drums: Pyramic Cool Roof Coating (3) gals per sq. (55 gal drum)
- 2 Pails: White Star (2) gals per sq. (5 gal pail)
- Freight to jobsite

END OF SECTION 07 52 00 - MODIFIED BITUMINOUS MEMBRANE
ROOFING - HOT APPLIED



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

Riverside, CA. 92504

951/300-8377 Phone

NATIONWIDE: 800-321-9336

Jason R. Busanovitch
Roof Asset Manager
Jbusanovitch@garlandind.com

Mr. Duane Burk
Beaumont – Cherry Valley Recreation & Park District

The Garland Company has been the leading manufacturer of high performance roof systems for over 120 years. We assist facility managers with all types of repair, restoration, and replacement solutions that are customized to accommodate your specific needs and budgets.

Garland has developed effective methods and processes for use in **preventive maintenance (PM)**. Experience has shown that the key to roof longevity and low life-cycle cost is a proactive PM program. This translates into fewer problems, longer life and direct dollar savings. If your roofs are in maintainable condition, we will recommend a detailed plan to extend the service life of those roofs.

The following is a list of services we provide to our customers:

- **Roof inspections** at least twice a year
- **Photographic analysis** of each roof area. This will document the overall condition of the roof and any existing problems
- **Written recommendations and budgets** customized to each facility and roof area
- **Competitive bidding** will allow you to take full advantage of the services provided by Garland and still obtain the best possible price through an independent bid process
- **Project coordination** as your local Garland representative, I will handle all responsibilities associated with any roof project and act as a liaison between you and the contractor
- **Inspections** I will be responsible for ensuring the quality of preparation and installation of all roof improvements
- **Single source responsibility** Garland controls all projects from spec preparation to warranty issuance, leaving you with only one call to make should any problem arise
- **Garland is on the CMAS Schedule and has the US Communities Contract**

I look forward to the opportunity of discussing these benefits with you in the near future.

Sincerely,

Jason R. Busanovitch

Jason R. Busanovitch

GARLAND'S HISTORY

More than 120 years of experience

Not many companies can make that claim. Founded in 1895, Garland has withstood the test of time to become a worldwide leader in the commercial building industry

1895



Samuel D. Wise loans his younger brother, Jacob B. Wise, \$100 to purchase Garland Refining Company.

1914



The company name is changed under Ohio law to The Garland Company, Inc.®

1917



Jacob Wise's patent for roofing compositions is approved by the U.S. Patent Office, launching Garland's history of innovation.

1919



Garland purchases large plant and warehouse property at 3800 East 91st Street in Cleveland, Ohio, which remains the company headquarters today.

1932



Plant operations are unionized, making Garland one of the earliest – if not the first – manufacturers of industrial paints to run a union shop.

1945



The Garland Company celebrates its 50th anniversary.

1967



V.L. Wise resigns. Brothers John T. Wise and Edward F. Wise split the company.

1974



On May 1, Mel Chrostowski, Dick Olivier and Doug Raynow enter into agreement to purchase The Garland Company. Their leadership marks the beginning of a new era for Garland. By year's end, they are joined by Dick DeBacco, Perry Demming, Bill Oley and Elmer Soliday, forming a solid group of visionaries to take Garland to the next level.

1980



Garland formally introduces [StressPly®](#), the first high-performance modified bitumen roofing system manufactured in North America.

1985



Garland initiates employee ownership through the ESOP program.

1987



Garland Canada Inc.® is formed with headquarters in Toronto, Canada.

1987



Dick DeBacco assumes presidency of Garland after John T. Wise retires.

1988



GMX, Inc.®, a manufacturer and supplier of waterproofing and dampproofing products for the building envelope, is created as a wholly-owned subsidiary headquartered in Cleveland.

1990



Garland forges a joint venture with ImageWorks, Inc., a Cleveland advertising firm, to expand public relations and marketing capabilities within the company. ImageWorks remains today as Garland's in-house marketing department.

1992



The Energizer rubberized liquid membrane for roof restoration is introduced.

1994



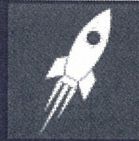
Garland becomes the first in the U.S. commercial roofing industry to achieve ISO 9002 certification.

1994



Garland obtains full ownership of Innovative Metals Company, Inc.® (IMETCO), headquartered in Tucker, Georgia, adding to our capabilities high-quality manufacturing operations for structural and architectural standing seam metal systems.

1995



The Garland Company celebrates 100 years of continuing growth and success.

1995



Garland is among the first roofing companies in North America to embrace green technologies, introducing the first green roofing system.

1996



Garland introduces Roof Asset Management Program® (RAMP), the industry's most comprehensive software for tracking and managing building assets.

1996



Commercial Innovations, Inc.®, a supplier of a wide range of high-performance roofing products for contractors and distribution networks, is formed as a wholly-owned subsidiary of Garland Industries.

1998



Garland ISO 9001 certification for research and development begins.

1999



A new business, V2 Composites, Inc.® is launched in Auburn, Alabama to ensure a continuous supply of scrims and to support product and industry diversification.

2000



Garland inaugurates "The Healy," a new, state-of-the-art product line for roll good products, restructuring and expanding our warehouse around these new capabilities and increasing our total production, warehousing, research and office space in Cleveland to more than 100,000 square feet. Company celebrates 100 years of continuing growth and success.

2001



The Garland Company UK, LTD® is formed in Gloucester, England to expand Garland distribution in Europe.

2001



Today, Garland's corporate training center for new salesmen is named the Soliday Center, in honor of Elmer Soliday, one of Garland's first salesmen and trainers.

2001



Garland introduces the R-Mer Edge product family to protect the roof's perimeter.

2001



Design-Build Solutions, Inc.® (DBS) is formed as a wholly-owned subsidiary headquartered in Cleveland, to give owners an alternative construction delivery system.

2003



ISO 9001:2000 certification is achieved.

2004



Garland becomes 100 percent employee owned through ESOP.

2004



Dave Sokol, who joined Garland in 1990 and served in various capacities from advertising and marketing manager to vice president of operations, assumes Garland Industries presidency.

2006



Garland acquires a roll goods manufacturer to expand production capabilities.

2008



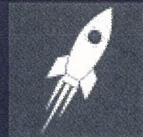
Garland launches the Garland Greenhouse®, branding our sustainable product line and services.

2009



Garland achieved ISO 9001:2008 certification, assuring customers of our ongoing commitment to continuous quality improvement.

2009



Garland is one of only five regional employers to be honored with the NorthCoast 99 Legacy Award, which is reserved for organizations that have won the NorthCoast 99 award from the Employers Resource Council (ERC) for 10 years.

2009



Garland launches a dynamic new product category, the Dura-Walk® plaza deck system for roofing areas that are to be used for walkways, decking, or vehicular traffic.

2010



Garland adds StressPly® E (Environmental) membranes that feature selected reinforcements, a unique rubber-modified asphalt and surfacing that contain 8% post-consumer recycled content, 27% pre-consumer recycled content and 2.5% rapidly renewable content.

2010



Garland expands its national manufacturing capabilities by acquiring polymer coatings manufacturer, Urethane Polymers International, Inc.™, allowing for the in-house manufacturing of all Garland elastomeric, white roof coatings.

2011



Garland becomes the first roofing manufacturer to have its modified membranes certified by UL Environment, the leading environmental claims accreditation body, for both recycled and bio-based content.

2011



Garland begins manufacturing coal tar-based Millennium® at its Cleveland, Ohio, manufacturing facility.

2012



Garland begins manufacturing all reflective materials at its West Coast manufacturing facility.

2012



Garland acquires DryDog Barriers, LLC and integrates it into GMX, Inc.®, expanding the company's line of commercial and residential below-grade waterproofing solutions.

2013



Garland acquires alloy manufacturer in the large equipment and oil and gas drilling industries.

2013



Garland acquires Ram Board®, a manufacturer and distributor of heavy-duty temporary floor protection with headquarters in Burbank, California.

2013



Garland acquires United Plastics Corporation, Inc.®, a leading plastics manufacturer located in Mt. Airy, North Carolina.

2014



Garland acquires two companies in the surface protection industry.

2014



Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the fifteenth consecutive year as one of the best places to work in Northeast Ohio.

2015



Garland introduces OptiMax®, the world's first and only thermoset polyurethane-modified membrane designed to retain its resiliency, making it the longest lasting roof system in the commercial roofing market.

2015



Garland introduces R-Mer Shield, an innovative standing seam roof system designed to provide unrivaled strength, durability and waterproofing protection.

2015



Each year, we present the Demming Award to Garland's top salesman to honor his legacy.

2016



Garland introduces KEE-Stone® FB 60, a 60 mil, fleece-backed, thermoplastic membrane modified with DuPont's™ Elvaloy® HP KEE material and reinforced with a high tensile strength polyester scrim, making it the longest lasting and most durable membrane of its kind in the industry.

2016



During its seventh annual Spirit Week, Garland employees raise more than \$80,000 for Ohio Cancer Research in honor of several Garland family members battling the disease.

2017



R-Mer Force, Garland's patent-pending innovative flashless edge metal, is introduced offering unmatched protection for roof perimeters all while saving building owners time and money.

2017



Garland is honored with the Smart Business Longevity Award, recognizing 122 years in business in Cleveland.

2017



Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio - our eighteenth consecutive recognition!

2018



Garland introduces the CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting) program operated by Garland's R&D team to test and evaluate roof core samples to answer questions about the system type or identify the source of performance issues.

2018



Garland acquires a leading company specializing in surface, job site and personal protection products.

2018



Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the nineteenth consecutive year.

2018



Pyramic® Plus LO, a water-based reflective coating, is introduced. This new coating smells no stronger than standard house paint, is formulated with urethane chemistry for strength, and includes a biocide package to minimize the growth of mold and fungus on the surface of the coating.

BASIC SCHEDULE – TO BE REVIEWED AND APPROVED BY CM & ROOFING CONTRACTOR

ITEM #1: SITE SCREEN, POST, AND HVAC REMOVAL, INSTALL NEW SITE SCREEN POST – PERFORMED CM

ITEM #2: ROOF REMOVAL – PERFORMED BY ROOFER (2 – 3 DAYS)

ITEM #3: WOOD DECK REPAIR / REPLACE – PERFORMED BY CM

ITEM #4: INSTALLATION OF 1 TO 2 NEW DRAINS – PERFORMED BY ROOFER
INSTALLATION OF PLUMBING FOR 1 TO 2 NEW DRAINS – PERFORMED BY CM

ITEM #5: INSTALLATION OF NEW ROOF SYSTEM – PERFORMED BY ROOFER (2 – 3 WEEKS) COMPLETE
WATER TIGHT IN (2 – 3 DAYS)

ITEM #6: RE-INSTALLATION AND HOOK UP OF HVAC UNITS – PERFORMED BY CM

ITEMS TO REVIEW:

- ASBESTOS TEST / REPORT
- RESPONSIBILITY TO COVER OPEN ROOF DURING DIFFERENT TRADE WORK
- COPING CAP SIZE
- COPING CAP WOOD NAILER NEEDS TO BE A (2" X WIDTH)
- SITE SCREEN ROUND PIPE SUPPORTS, WE NEED A TOTAL COUNT OF NEW PIPE SUPPORTS



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.10**

To: Board of Directors:
From: Kyle Simpson, Activities Coordinator
Via: Duane Burk, General Manager
Date: November 14, 2018
Subject: 2019 Calendar of Events

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District holds special events throughout the year to benefit the community. Each year the dates change slightly due to holidays, park availability and other community events. The District would like to present the following 2019 event dates, all events are subject to change due to weather or other unforeseen natural disaster and reserve the right to change any date as necessary.

Welcome Home Vietnam Veterans	March 29, 2019
Fishing Derby	April 6 & 7, 2019
Spring Fling	April 20, 2019
Arbor Day	April 26, 2019
Memorial Wall	May 11, 2019
Movies Under the Stars (Every Monday)	June 17, 2019 – July 22, 2019
Oktoberfest	September 20 – 22, 2019
Pumpkin Carve	October 26, 2018
Winterfest	December 6, 2019 – December 7, 2019

Recommendations:

Staff recommends that the Board approves the 2019 Event dates with possibility of changes as the General Manager and Staff deem appropriate.

Fiscal Impact:

Each event has its own fiscal impact on the district and has been presented in the FY 18/19 and FY 19/20 Budget.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



Staff Report

Agenda Item No. **3.11**

To: Board of Directors:
From: Kyle Simpson, Activities Coordinator
Via: Duane Burk, General Manager
Date: December 13, 2017
Subject: 2019 Parking Fee Dates

Background and Analysis:

March 5, 2010 the Board approved (10) parking fee admission (donation) days of \$2.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball.

February 9, 2011 the Board approved (13) parking fee for donation of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball.

March 14, 2012 the Board approved (11) parking fee for donation of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball, (2) parking fee for donation of \$5.00 per car to raise money for Pass Heat Baseball Club to Travel to New York to play in the Cooperstown All Star Village Experience and will be split 50/50 with BCVRPD, along with (5) parking fee for donation for 2 events Ho'olaule'a and Oktoberfest that will go 100% to the District.

November 8, 2013 the Board approved (11) parking fee for donation days of \$5.00 per car to raise money for mutually agreed upon joint projects with Beaumont Youth Baseball, along with (4) parking fee for donation for 2 events Music Festival and Oktoberfest that will go 100% to the District.

February 12, 2014 the Board approved changes to the parking fees days, the admission will be a \$5.00 fee no longer a donation, the income from the (3) BYB regular season days will be divided 50/50 split after supplies and employee wages 50% going to joint mutual projects between BYB and BCVRPD, and 50% will go to the BCVRPD field and equipment maintenance, the additional BYB parking fee days for donation will be collected by BYB, Along with the (2) events Music Festival and Oktoberfest that will go to the District.

February 18, 2015 the Board approved the parking fees as they did in 2014, with an addition note stating how the BYB families were becoming increasingly aggressive to the district employees, and they have been yelled at, spit on and hit by a car.

November 9, 2016 the Board approved the parking fees days of (3) BYB Regular season and (2) District events as \$5.00 per card admission no donation. We also during this year changed parking fee days to be manned by security and not our staff.

Recommendations:

Staff recommends the Board approve the 2019 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 2, 2019**, (1) Parking fee day **April 13, 2018**, and (1) Closing Ceremonies Parking Fee **May 18, 2018** with all of the proceeds to be designated to the

Improvement Corporation, along with the District **September 20-22, 2019** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account. Moreover, we recommend that the Board approve to continue to use security for these said parking days.

Fiscal Impact:

There will be a positive impact to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors

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

Date: November 14, 2018

Employees:

Total Employees are 33.

Reports:

Workers Compensation Cases: None

Training:

Safety Compliance Company provided "Electrical" safety training on October 24, 2018 in the maintenance department.

Kyle Simpson completed a "Certified Playground Safety Inspector" course. This is the first time a District employee has completed this course.

Nancy Law and Janet Covington attended the California Special District Associations (CSDA) Board Secretary Conference and both received certificates of completion.

Conference topics included Staying in Compliance with Special District Laws, Understanding Board Member and District Liability issues, Board Secretary Roles and training on the California Public Records Act. Nancy attended a pre-conference workshop on E-Records, E-mail, Trustworthy Electronic Records, Retention and Document Imaging. Janet also attended a pre-conference workshop on Policy and Procedure Writing and both received certificates of completion. Dodie Carlson attended the Women's Conference on October 22, 2018 and received certificate of completion.

Other:

1 pending accident claim – Flores, Date of Injury 8/5/2016 – Next update expected to be on January 18, 2019.

Staff holiday party is scheduled for Friday, December 14, 2018 starting at 5:00pm at the Cherry Valley Grange Hall. This year we will be having a casino night and escape room experience. Directors need to submit their "Directors Choice" for presentation at the event this week.

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

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



Department Report

To: Board of Directors
From: Nancy Law, Financial Services Technician/Office Manager
Date: November 14, 2018

The Finance Committee meet Thursday, November 8, 2018 to review October 2018 Financial Reports for Fiscal Year 2018-2019.

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

Property Tax Disbursement – The Financial Services Technician has not received deposits into the Riverside County Fund for October 2018 as of 11/6/2018.

The Finance Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution and transferred to operating \$57,383.19 for Capital Expenditure bringing our balance to \$309,777.05.

Additional items:

- ❖ Finance attended CSDA Board Secretary Conference with Janet.
- ❖ Finance attended Good Morning Beaumont Breakfast.
- ❖ Finance has been working with Activities Coordinator and Staff on Pumpkin Carve. .
- ❖ Finance has been working with Laurie our CPA to enter Auditors Journal Entries and fix some issues in Quickbooks.

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

To: Board of Directors
From: Kyle Simpson, Activities Coordinator
Date: November 14, 2018

Facility Users-

We are busy with facility rentals and showing properties to potential users. Noble Creek Community Center, The Grange, and the Women's Club have been busy with events. Facility users have sent me their dates for 2019 License agreements.

Recently held District Events-

- October 27th Pumpkin Carve. There were a lot of kids and families. The event was a success. We sold a lot of pumpkins and were able to give out a lot of candy thanks to our generous donations from the Board members, Contract instructors, and Walmart. Rod's Bicycle Ministry donated 6 bikes for the winners of the Scary and Funny pumpkin carving and decorating contests

Upcoming District Events-

- November 30th and December 1st -Winterfest- We have a handful return and new vendors. All advertisements are in placed on our outdoor marquee at the Grange, signs at park entrances, through Chamber of Commerce email blast, peachjar at the school district, and an ad in Record Gazette will be going out for 2 weeks before the event. Snow for the snow hill has been ordered and road closure paperwork has been submitted to the county.

Community Events/Meetings/Networking

October 30th - Facilities AdHoc meeting

Next Facilities ADHOC will meet November 13th and November 27th

Recommendations: This report is for Information purposes only.

Thank you,

Kyle Simpson
Activities Coordinator

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

Department Report

To: Chairman and Board Members
From: Dodie Carlson – Athletic Coordinator
Date: November 8, 2018

Reports:

The Fall Slow Pitch and Fast pitch season is about half way over, we will wrap it up before Christmas barring any weather or Fire camps. The Holiday canned food drive has started with teams bringing cans for Winter Wish. This will run thru December 13, 2018

We have flyers up for the Toys for Tots tournament December 1 & 2, 2018

We held the Spooky Spectacular Slow Pitch tournament on October 26, 2018. We had 5 teams playing with Ridge Runner being the winners. Our net profit for Winter Wish was \$ 432.00

We currently have \$ 542 for Winter Wish any Board members wanting to make a donation on behalf of the District will be greatly appreciated.

I am working on the Calendar for 2019

Thank you for allowing me to attend a women's conference on October 22, 2018

We would like to thank the Board of Directors and General Manager for all the lighting upgrades in the park.

Other:

Staff would like a reduction in fees as a contribution to Engine 57 tournament in the amount of \$ 700.00 as we have done for the last 10 years. This tournament is to raise money for the families of Fallen Firefighters and Law enforcement.

Recommendations:

This report is for Informational purposes only.

Respectfully Submitted,

Dodie Carlson

**Dodie Carlson
Athletic Coordinator**

Beaumont-Cherry Valley Recreation & Park District
Department Report

Maintenance

To: *Chairman and Board Members*
From: *Frank Flores, Maintenance Foreman*
Date: *October 2018*
Subject: *Irrigation Repairs/Annual Pumpkin Carve/Park Grounds Cultural Practices*

Background and Analysis:

The Maintenance Department has been involved in all of the following:

- ❖ *Annual Pumpkin Carve Event.*
- ❖ *Removal of Water Tank from NCCC Well Yard.*
- ❖ *Purchased new trailer for the Maintenance Department.*
- ❖ *New concrete for the maintenance yard; including the new maintenance restroom*
- ❖ *Purchased materials for WinterFest.*
- ❖ *Renovation of NCCC offices.*
- ❖ *Aerated turf throughout districts grounds.*
- ❖ *Dethatched field 1.*
- ❖ *Renovated Noble Creek Parks 2" and 4" main lines located near NCCC.*
- ❖ *Irrigation repairs to the Dog Park.*
- ❖ *Irrigation main line repair near field 2.*

Fiscal Impact:

Please refer to the Finance Department.

Recommendations:

*The Maintenance Department has no recommendations at this time.
For informational purposes only.*

Thank you,

Frank Flores

