

**BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT (BCVRPD)
BOARD OF DIRECTORS MEETING AGENDA**

**Wednesday, January 8th, 2025
Regular Meeting: 6:00p.m.**

**Chairman
Chris Diercks**

**Vice Chair/Secretary
Dan Hughes**

**Treasurer
John Flores**

**Directors
Christian Linnemann
Janet Covington**

**General Manager
Mickey Valdivia**

**General Counsel
Albert Maldonado
BB&K**

**This meeting is being held in person.
Remote access is available for the convenience of the public. Please note
that in the case of audio/video failure, the board meeting will continue.**

To join via Zoom, click here: [BCVRPD Board Meeting](#)

To join the meeting by telephone, call: 1(669)900-6833.

Meeting ID: 323 943 4355.

REGULAR SESSION:

1. ROLL CALL:

- 1.1. Invocation: Treasurer Flores
- 1.2. Pledge of Allegiance: Vice-Chair/Secretary Hughes
- 1.3. Adjustments to the Agenda:

2. PRESENTATIONS:

- 3. PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to deidre@bcvparks.com. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

- 4. 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).

- 4.1. Minutes of December 11, 2024
- 4.2. Bank Balances for December 2024
- 4.3. Warrants for December 2024
- 4.4. Payment of the Legal Invoice for November 2024
- 4.5. Approval of 2025 Facility Use Agreements
 - 4.6.1. Beaumont Lions Club
 - 4.6.2. Beaumont Youth Baseball
 - 4.6.3. Beaumont Woman's Club

5. GENERAL COUNSEL REPORT:

- 5.1. General Counsel, Albert Maldonado

6. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS

- 6.1. Discuss Redistricting Procedure – National Demographics Corporation
- 6.2. Discuss Rebranding Project
- 6.3. Appoint Directors to the Beaumont-Cherry Valley Recreation & Park Improvement Corporation Board of Directors
- 6.4. Cherry Festival Contract (Possible Action)

6.5. Formation of Ad Hoc Committee for Redistricting and Rebranding

7. DEPARTMENT HIGHLIGHTS:

7.1. Nancy Law, Executive Assistant

8. GENERAL MANAGER REPORT:

8.1. General Manager, Mickey Valdivia

- Thunder Alley RFP Update
- General Manager's Evaluation March 2025 Reminder
- 2025 Policies
 - Reserve Fund Policy
 - Special Event Cancellation Policy
 - Employee Facility Rental Policy
 - Other

9. CALENDAR OF EVENTS

9.1. Next BCVRPD Board Meeting: NCCC – February 12th, 2025, 6:00p.m.

9.2. Next BCVRPIC Board Meeting: NCCC – March 12th, 2025, 6:00p.m.

9.3. Committee Meetings

- Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center, next meeting March 5th.
- Finance Committee – Monday before Board Meeting monthly, 9:00a.m., next meeting January 6th, NCCC.
- Personnel Committee – first Tuesday monthly, 12:00p.m.
- Facility Ad Hoc Committee – second Tuesday monthly, 10:30a.m.
- Foundation Golf Tournament Ad-Hoc Committee – third Thursday, 4:00p.m.
- Government Liaison Committee – third Tuesday monthly, 10:30a.m.
- BYB/SB Meeting – first and third Tuesdays monthly, 7:00p.m.
- District Community Member Recognition Ad Hoc Committee – time and dates TBD

9.4. Upcoming Holidays

- Monday, January 20th – ***Martin Luther King, Jr. Day***
- Monday, February 17th – ***President's Day***

9.5. BCVRPD Events

- Wednesday, January 15th, 2025, 6:00p.m. – ***Redistricting and Rebranding Public Forum***
- Wednesday, January 22nd, 2025, 6:00p.m. – ***Redistricting and Rebranding Meeting (Repeat of January 8th Kickoff Meeting)***
- Saturday, January 25th, 2025, 10:00a.m. - ***Strategic Planning***
- Wednesday, February 12th, 2025, 6:00p.m. – ***Redistricting and Rebranding Meeting (Draft Map Presentation)***
- Wednesday, February 26th, 2025, 6:00p.m. – ***Redistricting and Rebranding Meeting (Map Revisions)***
- Wednesday, March 12th, 2025, 6:00p.m. – ***Redistricting and Rebranding Final Meeting (Map Adoption)***

9.6. Community Events

10. DIRECTORS MATTERS/COMMITTEE REPORTS:

11. TOPICS FOR FUTURE AGENDAS:

12. ADJOURNMENT:

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee
Youth Memorial Committee	Ward/ Diercks	11/2024	Assigned to District Community Impact Recognition Committee

Any person with a disability who requires accommodation to participate in the meeting should telephone Deidre Chatigny at 951-845-9555, at least 48 hours prior to the meeting 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 Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District website January 3rd, 2024.

Deidre Chatigny

Deidre Chatigny, Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD) REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, December 11th, 2024, 5:30p.m.

This meeting is being held in person.

Remote access is available for the convenience of the public. Please note that in the case of audio/video failure, the board meeting will continue.

To join via Zoom, click here: [BCVRPD Board Meeting](#)

To join the meeting by telephone, call: 1(669)900-6833.

Meeting ID: 323 943 4355.

Regular session began at 5:30 p.m.

1. ROLL CALL:

Director Covington: Present

Director Linnemann: Present

Director Flores: Present

Director Hughes: Present

Director Diercks: Present

General Manager, Mickey Valdivia and Legal Counsel of Best, Best & Krieger, Holland Stewart are in attendance

1.1. INVOCATION: Richard Lawhead provided the invocation.

1.2. PLEDGE OF ALLEGIANCE: Director Covington led the Pledge of Allegiance.

1.3. ADJUSTMENTS TO THE AGENDA:

Director Diercks made a motion to move 6.1 up to follow item 2.2.

Director Hughes seconded the motion.

PUBLIC COMMENT OPENED AT 5:33 p.m.

PUBLIC COMMENT CLOSED AT 5:34 p.m.

Director Covington: Aye

Director Linnemann: Aye

Director Flores: Aye

Director Hughes: Aye

Director Diercks: Aye

Result of Motion: Carried 5-0

2. PRESENTATIONS:

2.1. Exiting of elected and appointed officials:

The Board presented Rich Lawhead with a proclamation and thanked him for the year that he served as a Director. Mr. Lawhead thanked the Board and Staff. Mrs. Ward was not in attendance but the Board recognized her for her time spent as a Director. She was online and could hear the meeting but could not connect via audio.

2.2. Taking Oaths of Office:

Director Janet Covington was sworn in by John Covington.

Director Christian Linnemann was sworn in by Tim Voight.

6.1. Reorganization of the BCVRPD Board

General Manager Mickey Valdivia opened the floor for nominations for Chairman.

Director Flores nominated Director Diercks

Director Hughes seconded the nomination

Director Covington: Aye

Director Linnemann: Aye
Director Flores: Aye
Director Hughes: Aye
Director Diercks: Aye
Result of Motion: Carried 5-0

General Manager Mickey Valdivia opened the floor for nominations for Vice-Chair/Secretary.

Chairman Diercks nominated Director Hughes

Director Covington seconded the nomination

Director Covington: Aye
Director Linnemann: Aye
Director Flores: Aye
Director Hughes: Aye
Chairman Diercks: Aye

Result of Motion: Carried 5-0

General Manager Mickey Valdivia opened the floor for nominations for Treasurer.

Chairman Diercks nominated Director Flores

Director Linnemann nominated Director Covington

Director Flores seconded the nomination for Director Flores

Director Covington: Aye
Director Linnemann: Aye
Director Flores: Aye
Vice-Chair/Secretary Hughes: Aye
Chairman Diercks: Aye

Result of Motion: Carried 5-0

3. PUBLIC COMMENT:

Chairman Diercks opened public comment at 5:52p.m.

Clerk Deidre Chatigny read an email from Cathy Jones, President of the Hemet Valley Gymkhana Club regarding daily rental fees.

Adam Drake addressed the Board and thanked them for their attention to the Thunder Alley matter.

Josh Alici addressed the Board to note his support of the Drakes as future Thunder Alley owners.

Joey Christensen addressed the Board and stated that he would love to be a part of Thunder Alley.

Peter White addressed the Board to support Adam and Ronda Drake as ambassadors for the racetrack.

Jason Snyder addressed the Board via Zoom to thank the Board for allowing Thunder Alley to stay open and support Adam and Ronda Drake as candidates to operate the track.

Chairman Diercks closed public comment at 6:03p.m.

4. CONSENT CALENDAR:

- 4.1. Minutes of November 20, 2024
- 4.2. Bank Balances for November 2024
- 4.3. Warrants for November 2024
- 4.4. Payment of the Legal Invoice for October 2024
- 4.5. Approval of 2025 Holiday Schedule/Closed Office Dates
- 4.6. Approval of 2025 Facility Use Agreements
 - 4.6.1. Beaumont Lions Club
 - 4.6.2. Cherry Valley Horsemen's Association

Nancy Law confirmed that the Finance Committee met and approved items 4.2 through 4.4.

Motion was made to accept items 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6.

PUBLIC COMMENT OPENED AT 6:04 p.m.

PUBLIC COMMENT CLOSED AT 6:05 p.m.

Director Covington noted that 4.6.1 was not included in the packet and requested a copy from Staff.

Vice-Chair/Secretary Hughes made a motion to approve with the notes from Director Covington.

Director Linnemann made a second.

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

5. GENERAL COUNSEL REPORT:

5.1. General Counsel, Holland Steward had nothing to report.

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

6.1. Reorganization of the BCVRPD Board

6.1.1. Committee Assignments

The following committees were assigned:

- *Finance*: Chair – Treasurer Flores; Director – Chairman Diercks; Alternate – Director Covington
- *Personnel*: Chair – Director Covington; Director – Chairman Diercks; Alternate – Director Linnemann
- *Collaborative Agency*: Chair – Director Linnemann; Director – Treasurer Flores; Alternate – Chairman Diercks
- *Facility Ad Hoc*: Chair – Chairman Diercks; Director – Director Covington; Alternate – Treasurer Flores
- *BYB Liaison*: Chair – Chairman Diercks; Director – Director Linnemann; Alternate – Director Covington
- *Government Liaison*: Chair – Vice-Chair/Secretary Hughes; Director – Director Linnemann; Alternate – Director Covington
- *Foundation Golf Tournament Ad Hoc*: Chair – Director Linnemann; Director – Vice-Chair/Secretary Hughes; Alternate Chairman Diercks
- *District Community Impact Recognition*: Chair – Vice-Chair/Secretary Hughes; Director – Chairman Diercks; Alternate – Director Covington

PUBLIC COMMENT OPENED AT 6:14p.m.

PUBLIC COMMENT CLOSED AT 6:14p.m.

Motion was made to approve the Committee Assignments.

Initial Motion: Director Linnemann

Second: Treasurer Flores

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.2. Approval of 2025 Board Meeting Dates and Times

Clerk Deidre Chatigny presented a report to the Board and requested direction on Board meeting dates in 2025. General Manager Mickey Valdivia noted that the traditional 5:00 start time is challenging to some of the members.

Director Covington suggested Wednesdays at 5:30 or 6:00.

Board member discussion ensued.

PUBLIC COMMENT OPENED AT 6:18p.m.

PUBLIC COMMENT CLOSED AT 6:18p.m.

Motion was made to approve the 2025 Board meeting schedule with a 6:00p.m. start time on the second Wednesday of each month.

Initial Motion: Vice-Chair/Secretary Hughes

Second: Director Linnemann

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.3. Approval of 2025 Facility Use Agreements

6.3.1. San Geronio Pass Historical Society

General Manager Valdivia presented the agreement to the Board.

PUBLIC COMMENT OPENED AT 6:48p.m.

PUBLIC COMMENT CLOSED AT 6:49p.m.

Motion was made to approve the SGPHS agreement.

Initial Motion: Chairman Diercks

Second: Director Linnemann

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.3.2. Beaumont Youth Baseball

Chairman Diercks addressed the Board and presented his report from the BYB meeting he attended on Tuesday, December 10th.

General Manager Valdivia presented the changes in the 2025 Facility Use Agreement.

PUBLIC COMMENT OPENED AT 6:19p.m.

PUBLIC COMMENT CLOSED AT 6:19p.m.

Motion was made to allow Staff to make minor changes to the Facility Use Agreement.

Initial Motion: Director Linnemann

Second: Chairman Diercks

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.3.3. Beaumont Woman's Club

Director Covington questioned the date of May 10th, it is booked for the Woman's Club and the San Geronio Pass Historical Society.

General Manager Valdivia presented the report on the Beaumont Woman's Club. Board member discussion ensued.

President Mickey Reid from the Beaumont Women's Club addressed the Board and she wants to move forward with a partnership. Treasurer Flores encouraged the Woman's Club to come to future meetings.

PUBLIC COMMENT OPENED AT 6:40p.m.

PUBLIC COMMENT CLOSED AT 6:47p.m.

Motion was made to approve the 2025 Beaumont Woman's Club agreement.

Initial Motion: Vice-Chair/Secretary Hughes

Second: Chairman Diercks

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.4. Approval of Dates for Public Redistricting Meetings with National Demographics Corporation

Deidre Chatigny presented the report to the Board on the proposed Redistricting meeting schedule with National Demographics Corporation.

PUBLIC COMMENT OPENED AT 6:54p.m.

PUBLIC COMMENT CLOSED AT 6:54p.m.

Motion was made to approve the proposed dates for public redistricting meetings with the National Demographics Corporation.

Initial Motion: Chairman Diercks

Second: Director Covington

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.5. Approval of Strategic Planning Meeting Date

General Manager Valdivia presented a report to suggest a date for Strategic Planning with the new and returning Board members.

Board member discussion ensued.

PUBLIC COMMENT OPENED AT 6:57p.m.

PUBLIC COMMENT CLOSED AT 6:57p.m.

Motion was made to approve Saturday, January 25, 2025 for the Strategic Planning session.

Initial Motion: Chairman Diercks

Second: Vice-Chair/Secretary Hughes

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.6. Approval of SitelogIQ Letter of Agreement

General Manager Valdivia presented a report on SitelogIQ and requested that the Board approve the LOA attached.

Director Covington asked if we had contacted other vendors to compare.

Board member discussion ensued.

PUBLIC COMMENT OPENED AT 7:06p.m.

PUBLIC COMMENT CLOSED AT 7:07p.m.

Motion was made to approve the SitelogIQ letter of agreement.

Initial Motion: Vice-Chair/Secretary Hughes

Second: Treasurer Flores
Director Covington: Aye
Director Linnemann: Aye
Treasurer Flores: Aye
Vice-Chair/Secretary Hughes: Aye
Chairman Diercks: Aye
Result of Motion: Carried 5-0

6.7. Approval of Cherry Festival Association Agreement

General Manager Valdivia presented the proposed Cherry Festival agreement with the Cherry Festival Association and outlined changes from the prior agreement. President Dan Roush and Treasurer Ari Roush (Valdez) from the CFA addressed the Board. They made it clear that assistance from the City of Beaumont is critical to their ability to hold the festival in 2025.

Board member discussion ensued.

PUBLIC COMMENT OPENED AT 7:23p.m.

PUBLIC COMMENT CLOSED AT 7:26p.m.

Motion was made to charge the Cherry Festival a flat fee of \$50,000 for rental of the facility.

Initial Motion: Vice-Chair/Secretary Hughes

Second: Director Linnemann

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

7. DEPARTMENT HIGHLIGHTS:

7.1. Deidre Chatigny, Human Resources Administrator/Clerk of the Board

Deidre Chatigny presented her Department Report to the Board.

7.2. Nancy Law, Executive Assistant

Nancy Law welcomed Directors Covington and Linnemann to the Board, she looks forward to working with them. She provided a financial update to the Board.

8. GENERAL MANAGER REPORT:

8.1. General Manager, Mickey Valdivia

Mickey Valdivia presented the following topics to the Board:

- 2024 Winter Golf League recap
- Bleacher update
- Thunder Alley update
- Strategic Planning – Reserve Fund Policy will be presented in February/March at the latest.

9. CALENDAR OF EVENTS

9.1. Next BCVRPD Board Meeting: NCCC – December 11th, 2024, 5:00p.m.

9.2. Next BCVRPIC Board Meeting: NCCC – January 8th, 2024, 5:00p.m.

9.3. Committee Meetings

- Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center – Chairman Diercks noted the next meeting is March 5th.
- Finance Committee – Monday before Board Meeting monthly 9:00a.m., next meeting January 6th, NCCC.
- Personnel Committee – first Tuesday monthly 12:00p.m.
- Facility/Bogart Ad Hoc Committee– second Tuesday monthly 10:30a.m.
- Foundation Golf Tournament Ad-Hoc Committee – third Thursday 4:00p.m., next meeting November 21st, NCCC

- Government Liaison Committee – third Tuesday monthly 10:30a.m.
 - BYB/SB Meeting – first Tuesday monthly 7:00p.m.
- 9.4. Upcoming Holidays
- Tuesday, December 24th – Christmas Eve
 - Wednesday, December 25th – Christmas Day
 - Tuesday, December 31st – New Year’s Eve
 - Tuesday, December 24th – Wednesday, January 1st – **All BCVRPD Facilities Closed**
- 9.5. BCVRPD Events
- Friday, December 13th – **BCVRPD Holiday Party**, 5:30p.m., Cherry Valley Grange
- 9.6. Community Events

10. DIRECTORS MATTERS/COMMITTEE REPORTS:

Director Covington: She stated that she is happy to be here and is looking forward to working with everyone. She said she knows she asks a lot of questions but that’s so she understands what she is voting for or what she’s reading. She is looking forward to meeting the employees at the Christmas party. She mentioned snail races at the Cherry Festival and suggested potentially revisiting that. She requested that any changes to agreements be redlined for easier readability.

Director Linnemann: He is excited and looking forward to working with everyone. He said he will not let Mickey cancel Oktoberfest again.

Treasurer Flores: Treasurer Flores is excited for the new board, he knows they will be strong. He is pleased to be back on the Board, he wore his dad’s tie tonight. He wants to move forward and do what is best for the community.

Vice-Chair/Secretary Hughes: He thanked the staff for their hard work and Holland for stepping in for Albert while he’s away. He congratulated Rich and Denise and the new board members. He predicted a cohesive board that will be able to do some of the things that they’ve always wanted. He wants to do what is in the best interest of the District.

Chairman Diercks: Chairman Diercks congratulated Christian and Janet and agreed with John and Dan that it’s going to be a great board. He complimented the staff on their hard work.

11. TOPICS FOR FUTURE AGENDAS: None.

12. CLOSED SESSION:

12.1. Public comments regarding Closed Session

Public Comment OPENED at 8:08p.m.

Public Comment CLOSED at 8:08p.m.

A.1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – 1 Case.

A1.1. Attached is a Claim for Damages letter received from Moet Law Group, declaring representation of Laureen Linda Shinsky.

12.2. Adjournment to Closed Session at 8:08p.m.

Returned from Closed Session at 8:22p.m.

12.3. Report out on any action(s) taken during Closed Session:

The Board’s final reportable action is to deny the government code claim submitted by Ms. Shinsky. They have directed the General Manager and General Counsel to take all appropriate action in that event.

13. ADJOURNMENT:

Motion made to adjourn the meeting at 8:23p.m.

Initial Motion: Chairman Diercks

Second: Director Linnemann

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee.
Youth Memorial Wall Committee	Ward/Diercks	11/2024	Pending discussion in a committee.

Minutes Completed on 01/02/2024

By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 12/31/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 38,340.54	\$ 339,195.52	\$ 799,796.03	\$ 498,941.05	
2 HCN Bank- Payroll Account	\$ 5,272.52	\$ 109,895.54	\$ 155,000.00	\$ 50,376.98	
3 HCN Bank - Project Loan	\$ 677.16		\$ 65,000.00	\$ 65,677.16	
4 HCN Bank - Bogart	\$ 9,901.26		\$ 3,571.00	\$ 13,472.26	
5 HCN Bank - Money Market	\$ 8,622.90		\$ 7,503.76	\$ 16,126.66	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 97,280.00		\$ 5,007.24	\$ 102,287.24	
7 HCN Bank - Quimby/DIF	\$ 52,946.28		\$ 5,077.46	\$ 58,023.74	
9 Riverside County Fund	\$ 8,833.12			\$ 8,833.12	
10	\$ 221,873.78	\$ 449,091.06	\$ 1,040,955.49	\$ 813,738.21	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 41,708.23		\$ 5,000.00	\$ 46,708.23	NOT to be USED
13 Capital Reserve	\$ 55,571.77		\$ 7.24	\$ 55,579.01	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 97,280.00	\$ -	\$ 5,007.24	\$ 102,287.24	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 12/31/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 HCN Bank	\$ 69,052.51	\$ 6,914.07	\$ 2,000.00	\$ 64,138.44	

Beaumont-Cherry Valley Recreation & Park District

Grant Balances

As of 12/31/2024

	Funded	Requested Distbursement	Received	Balance	Notes/Comments
16 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 29,582.00	\$ -	\$ -	\$ 29,582.00	
17 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 177,952.00	\$ 50,069.00	\$ -	\$ 177,952.00	
18 Housing and Workforce Solutions CDBG 2022-2023 <i>Bogart Regional Park ADA Parking Lot Improvements</i>	\$ 58,266.00	\$ 58,266.00	\$ 58,266.00	\$ -	COMPLETED
19 Housing and Workforce Solutions CDBG 2023-2024 <i>Bogart Regional Park ADA Parking Lot Improvements Project Phase II</i>	\$ 82,231.00	\$ -	\$ -	\$ 82,231.00	Submitted: Bid Package Review
20 County of Riverside Unincorporated Communities Initiative <i>Danny Thomas Ranch Infrastructure</i>	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	Approved 10/8/2024 from County
21 Housing and Workforce Solutions CDBG 2023-2024 <i>Bnoble Creek Community Center ADA Restroom Project</i>	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Signed Contract Sent 11/14/2024
22	\$ 758,031.00	\$ 108,335.00	\$ 458,266.00	\$ 299,765.00	

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 12/31/2024

Beaumont-Cherry Valley Recreation & Park District

Loan Balances

As of 12/31/2024

		opened date	Funded	Payments	Balance owed	Notes/Comments
22	Citizens Business Bank 2020 Projects	11/6/2020	\$ 400,000.00	\$ 348,868.72	\$ 51,131.28	Yearly Payment - \$87,217.18 Last payment Due: 11/6/2025 PAY OFF: MAY 2025
23	Ford F150 XLT Maintenance Superintendent Truck	12/16/2019	\$ 45,792.00	\$ 45,792.00	\$ -	Paid Off 2/7/2024
24	KS State Bank (10) Radios/ (3) Repeaters	7/1/2022	\$ 37,937.70	\$ 18,007.64	\$ 19,930.06	Yearly Payment - \$9,003.82 Last payment Due: 7/1/2027 PAY OFF: JULY 2025
25	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 16,276.15	\$ 29,258.33	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
26	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 23,130.66	\$ 41,729.45	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
27	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 72,809.16	\$ 327,190.84	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
28			\$ 994,124.29	\$ 524,884.33	\$ 469,239.96	

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

December 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating					
12/01/2024	Check	127433	Michael Valdivia	Car Allowance	-900.00
12/01/2024	Check	af11272025	HP Store	Insta Ink - Finance Printer	-15.07
12/01/2024	Check	127434	Michael Valdivia	December 2024 - 457 Retirement Contribution	-1,562.60
12/02/2024	Check	SVCCHRG		Service Charge	-78.00
12/03/2024	Bill Payment (Check)	621556445635613	The Home Depot	Sink Faucet Replacement Field #7/Lights for NCCC Restroom/ Cordless Water Transfer Pump	-429.40
12/04/2024	Check	127435	Dan Hughes	Director Fees- November 2024	-500.00
12/04/2024	Check	af12042025	EPX	Fees - Credit Card Machine	-131.84
12/06/2024	Check	127431	Cassidy Paige	Remaining balance for Winterfest Entertainment 12/06-12/07 (1.5 hrs each day)	-500.00
12/06/2024	Bill Payment (Check)	127436	Gophix Gopher Control	Monthly Gopher Maintenance - October 2024	-2,500.00
12/06/2024	Check	am12052024	Amazon.com	L/XL Gloves	-152.33
12/06/2024	Check	MV12062024	Christmas Cheer All Year	Golf Tournament - Package	-80.00
12/07/2024	Check	127432	Soo Kim	Remaining balance - 12/07/2024 - 2:30p-4:30p Performance - (1) 20 Min Break	-350.00
12/07/2024	Check	MV12072024	El Mariachi Taco Shop	Burritos for Maintenance Crew - Winterfest	-58.77
12/09/2024	Bill Payment (Check)	127437	Slugg Bugg Pest Control	Bi- Monthly Pest Control	-795.00
12/09/2024	Bill Payment (Check)	127438	Cintas	Supplies Refill - Monthly Janitorial	-2,716.39
12/09/2024	Check	ss12092024	Stater Bros. Markets	Holiday Party - Drinks, Gift Cards, Coffee Creamers	-214.89
12/09/2024	Check	MV12092024	RJ's Express Car Wash	Car Wash - Traverse	-16.00
12/09/2024	Bill Payment (Check)	12082024Nex	Nextiva	Monthly Telephone Service	-387.98
12/10/2024	Bill Payment (Check)	127439	Best Best & Krieger	Monthly Attorney Fees - August - December	-14,402.54
12/10/2024	Bill Payment (Check)	127440	PROCAM INC.	Security Alarm Monitoring w/ Alarm.com - Quarterly 2024 NCCC	-135.00
12/10/2024	Bill Payment (Check)	127441	Cintas	Janitorial Supplies -(10) Boxes 100 CT Large Gloves/(10) Boxes 100 CT XL Gloves	-215.50
12/10/2024	Bill Payment (Check)	127442	Chadrick L. Halliday	2023 Audit - Financial Statement Audit Progress	-8,972.00
12/10/2024	Bill Payment (Check)	127443	Clean by Design	Monthly Cleaning Service - All Location - Nov 2024 - Added (1) additional Day	-1,895.00
12/10/2024	Bill Payment (Check)	127444	Diamond Environmental Services	Special Event Exp -Fishing Derby RR	-575.40
12/10/2024	Bill Payment (Check)	127445	Rosalind Otero	Unfunded Health Payment - Feb 2024	-166.25
12/10/2024	Bill Payment (Check)	127446	Total Compensation Systems, Inc.	Gasb 75 Full Valuation - 2nd Installment	-1,530.00

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

December 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
12/10/2024	Check	NL12102024	Beaumont Chamber of Commerce	Director Fees - Good Morning Beaumont Breakfast (3) - Christian Linnemann, Noah Valdivia & Deidre Chatigny	-75.00
12/10/2024	Check	AM12102024	Sport Turf Managers Association	(SFMA) Conference Jan 13th - 16th, 2025 (Morris, Aaron) ,(SFMA) Conference - Golf Tournament	-645.00
12/11/2024	Check	ss12092024	Trader Joe's	Holiday Party Decor	-81.50
12/11/2024	Bill Payment (Check)	1002796483	CalPERS-OPEB	Rate Plan: 1357	-8,396.62
12/11/2024	Bill Payment (Check)	1002796513-514	CalPers	26921 Rate Plan and 1357 Rate Plan	-7,328.18
12/11/2024	Bill Payment (Check)	1002796518	CalPers	Employee - Health Insurance	-6,384.37
12/11/2024	Bill Payment (Check)	blus12112024	Blue Shield	Employee - Dental - December 2024	-486.30
12/11/2024	Bill Payment (Check)	unum12112024	UNUM	Employee - Monthly Disability Insurance - December 2024	-638.32
12/11/2024	Bill Payment (Check)	wc3460069	SoCalGas	Utilities - Gas - Woman's Club	-34.06
12/11/2024	Bill Payment (Check)	806021761486	SCE (700194594370)	Utilities - Electric - Caretaker Trailer	-343.72
12/11/2024	Bill Payment (Check)	806021761508	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-911.22
12/11/2024	Bill Payment (Check)	806021761534	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel) - October & November	-275.93
12/11/2024	Bill Payment (Check)	806021761550	SCE (700518137163)	Utilities - Electric - RV Park - October & November	-901.72
12/11/2024	Bill Payment (Check)	806021761576	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6 - October & November	-931.08
12/11/2024	Bill Payment (Check)	806021761987	SCE (700005100729)	Utilities-Electricity - (7) Locations - October & November	-3,525.62
12/11/2024	Bill Payment (Check)	806021762017	SCE (700593589625)	Utilities - Electricity - General Electricity & Thunder Alley - October & November	-1,497.75
12/11/2024	Bill Payment (Check)	806021762112	SCE (700857153476)	Utilities - Electric - DTR - 10/22 - 11/20	-19.26
12/11/2024	Bill Payment (Check)	p247BF5NSX	Frontier (10478 Bmt Ave5721) G	Monthly Wifi Service - Grange	-151.62
12/11/2024	Check	127448	Austin Gilmour	Adult Softball Umpire	-70.00
12/11/2024	Check	127449	Malik Coleman	Adult Softball Umpire	-105.00
12/11/2024	Check	127450	Pete Gerlach	Adult Softball Umpire	-70.00
12/11/2024	Check	127451	James W. Halbrook	Adult Softball Umpire	-245.00
12/11/2024	Check	127452	Jessica Warrick	Payroll Period 10/21/2024 - 11/3/2024	-1,760.00
12/11/2024	Check	127453	Jessica Warrick	Payroll Period 11/4/2024 - 11/17/2024	-1,760.00
12/11/2024	Check	127454	Jessica Warrick	Payroll Period 11/18/2024 - 12/1/2024	-1,760.00
12/11/2024	Check	MV12112024	Ei Charro Authentic Mexican	Bus. Meal - Agenda Review - Chris Diercks, Dan Hughes, Mickey Valdivia & Deidre Chatigny	-88.00
12/11/2024	Check	DC12112024	Stater Bros. Markets	Office and Meeting Expenses - Coffee / Binders and Board Meeting Snacks	-150.28

Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

December 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
12/11/2024	Check	NL12112024	Jersey Mikes	Meeting Expenses - Sub Sandwiches - Board Meeting 12/11/2024	-205.90
12/11/2024	Check	NL12112024	Clover	Monthly Equipment Rental	-204.85
12/11/2024	Check	nv12112024	Oak Valley Golf Club	Golf League Green Fees 12/10/2024 (16 Golfers @ \$35)	-560.00
12/11/2024	Check	nv121124	1906Inc	Golf League Meal Fee 12/10/2024 (16 Golfers @ \$10)	-160.00
12/12/2024	Check	127455	Chris Diercks.	12/10/2024 - Facility AdHOC Meeting & BYB/SB Board Meeting , 12/11/2024 - Board Meeting	-300.00
12/12/2024	Check	DC12122024	Walmart	Holiday Party Raffle - Sub with money from Masonry Design & Hot Coco Bar Pods (Coco/Cider)	-231.59
12/12/2024	Check	127456	Abelardo Pedral Angeles	Holiday Party Food/Entertainment 2024	-5,480.86
12/12/2024	Check	127457	Gracefully Sweet Bake shop	Holiday Party - 120 Dessert Package	-400.00
12/12/2024	Check	af12122024	Amazon.com	Office Expenses -(1) Misc 1099 3 Part Form / (2) NEC 1099 3 Part Form	-59.06
12/12/2024	Check	af12102024	Amazon.com	Coffee Maker/Holiday Party Supplies	-112.00
12/16/2024	Check	af12192024	Amazon.com	1099 Forms	-59.06
12/18/2024	Check	127458	John DeLongchamp	Refundable Tournament Security Deposit - DC Travel Baseball 11/16/2024-11/17/2024	-500.00
12/18/2024	Check	127459	James W. Halbrook	Adult Softball Umpire	-280.00
12/18/2024	Check	127460	Austin Gilmour	Adult Softball Umpire	-140.00
12/18/2024	Check	127461	Pete Gerlach	Adult Softball Umpire	-70.00
12/19/2024	Bill Payment (Check)	127462	Pro Care Landscape Services, INC,	Landscape Maintenance at Franco Gardens/WC for month November 2024	-1,550.00
12/19/2024	Check	af12192024	Johnny Russo's	Christmas Lunch 2024 - 10 Employees	-275.73
12/23/2024	Check	af12232024	7 Days Market	Holiday Breakfast - (7) Burritos	-86.20
					\$ 343,916.63



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
www.bcvparks.com

LEGAL INVOICES

Best Best & Krieger, LLP

No Invoices at this time.

\$0

Total Invoices for approval - \$0



Staff Report

Agenda Item No. **4.5**

To: Board of Directors
From: Noah Valdivia, Athletic Facilities Manager
Deidre Chatigny, HR Administrator and Clerk of the Board
Via: Mickey Valdivia, General Manager

Date: January 08, 2025
Subject: Approval of 2025 Facility Use License Agreements

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District annually reviews and refines Facility Use License Agreements for independent operators that benefit our local community. For the 2025 calendar year, BCVRPD staff recommends renewing the following Facility Use License Agreements:

- Beaumont Lions Club (Amendments)
- BYB/SB – Beaumont Youth Baseball and Softball
- Beaumont Woman’s Club
- San Gorgonio Pass Historical Society

Staff proposed several updates to the agreement with BYB/SB, including changes to payment deadlines, facility access, insurance requirements, and other terms. Staff also recommended renewing the agreement with the Beaumont Woman’s Club with minor adjustments. Both agreements were approved at the December 2024 Board meeting with the changes red-lined on the documents attached.

Fiscal Impact:

The operating account will see a modest increase in revenue from the annual BYB/SB Snack Bar monthly rental fee, while all other fees will remain unchanged.

Recommendations:

Staff recommends that the BCVRPD Board of Directors review, provide feedback, and approve the changes to the Facility Use License Agreements, and authorize the General Manager to make any non-substantial adjustments.

Respectfully Submitted,

Deidre Chatigny
HR Administrator and Clerk of the Board



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Beaumont-Cherry Valley Recreation and Park

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2024 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and LIONS CLUB OF BEAUMONT. BCVRPD and LIONS CLUB OF BEAUMONT may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the MAINTENANCE SHOP “C” located at 650 W Oak Valley Parkway, Beaumont CA 92223.
2. Whereas, LIONS CLUB OF BEAUMONT desires to utilize BCVRPD facilities between January 1, 2024 and December 31, 2026 for MEETINGS and EVENTS.
3. Whereas, LIONS CLUB OF BEAUMONT represents that it has the skill, ability and personnel to render such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize LIONS CLUB OF BEAUMONT rental of the MAINTENANCE SHOP “C”. On the 2nd and 4th Thursday of every month for Club Meetings starting at 5pm – 10pm, including (15) events a year, date to be determined at later date.
- II. Building availability and ALL MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2024- 2026 ARE NOT GUARANTEED.
 - ii. LIONS CLUB OF BEAUMONT must get approval for any other usage of MAINTENANCE SHOP “C” or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. BCVRPD will give notice to LIONS CLUB OF BEAUMONT if there are any other meetings or event scheduled in the building.



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Beaumont-Cherry Valley Recreation and Park

- iv. In the case there is ROOM CAPACITY restrictions, LIONS CLUB OF BEAUMONT shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
 - v. Two members of the Beaumont Lions Club must obtain the RBS certificate to volunteer at District events and assist with pouring beer.
- III. This agreement includes full access to MAINTENANCE SHOP “C” and surrounding parking. Specialty equipment needed to operate the MAINTENANCE SHOP “C” will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Athletic Facilities Coordinator or General Manager of the park District.
- IV. BCVRPD will give notice to LIONS CLUB OF BEAUMONT if there is another event taking place at the MAINTENANCE SHOP “C” that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. LIONS CLUB OF BEAUMONT shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. LIONS CLUB OF BEAUMONT agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. LIONS CLUB OF BEAUMONT further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke LIONS CLUB OF BEAUMONT right to use of the facility under this agreement should LIONS CLUB OF BEAUMONT fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that LIONS CLUB OF BEAUMONT chooses to store in or around the facility.
- i. LIONS CLUB OF BEAUMONT must get prior approval for any stored items on the district property.



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Beaumont-Cherry Valley Recreation and Park

- ii. LIONS CLUB OF BEAUMONT will provide an inventory list of all items stored in/or around MAINTENANCE SHOP “C” and the square footage needed to store the items.
 - iii. LIONS CLUB OF BEAUMONT will provide a set of keys or combinations to the District to anything stored on the district property.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. \$515.00 bi- monthly (\$450.00 + \$65 for Pest Control) starting “February 1, 2024 through December 1, 2026”. With LIONS CLUB OF BEAUMONT to agree to do (3 or more) projects for BCVRPD a year, in which the rent will be \$0 for the month of said project completion.
 - iii. Rent for the months of January and February will always be due by the Beaumont Lions Club. Rent for the remaining months will be determined based on project completion. The BCVRPIC will donate \$500 to the Beaumont Lions Club scholarship program and wave 2 months of rent for 2025 BCVRPIC golf tournament assistance.
 - iv. Payable to BCVRPD the 1st of every month.
 - 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 is required in order to restore contract.
- VIII. LIONS CLUB OF BEAUMONT agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT.
- IX. LIONS CLUB OF BEAUMONT shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the kitchen and bathroom shall be the responsibility of LIONS CLUB OF BEAUMONT during and after all facility use.
 - ii. LIONS CLUB OF BEAUMONT will remove all trash from the outside trash containers after each use.



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Beaumont-Cherry Valley Recreation and Park

- iii. LIONS CLUB OF BEAUMONT shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
 - iv. LIONS CLUB OF BEAUMONT shall abide by state and federal guidelines regarding safe distancing.
 - v. LIONS CLUB OF BEAUMONT agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the MAINTENANCE SHOP "C" with CDC approve COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of LIONS CLUB OF BEAUMONT and must meet all City/County/State legal standards.
- i. Cost of any approved permanent fixtures will be the responsibility of LIONS CLUB OF BEAUMONT and will be donated to BCVRPD and remain as part of the MAINTENANCE SHOP "C" property if/when the LIONS CLUB OF BEAUMONT no longer resides at the MAINTENANCE SHOP "C".
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time LIONS CLUB OF BEAUMONT could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIII. BCVRPD reserves the right to reassign LIONS CLUB OF BEAUMONT to another facility if the MAINTENANCE SHOP "C" should become unavailable due to an emergency.
- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. LIONS CLUB OF BEAUMONT shall not duplicate any keys. If a key is lost or stolen, LIONS CLUB OF BEAUMONT shall immediately report the loss to BCVRPD. LIONS CLUB OF BEAUMONT will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. LIONS CLUB OF BEAUMONT will provide the District a list of anyone that has been issued keys and for what locations.
- XVI. LIONS CLUB OF BEAUMONT shall not make any changes to lock(s) on District property.



Beaumont-Cherry Valley Recreation and Park District

- XVII. LIONS CLUB OF BEAUMONT shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD email aaron@bcvparks.com and noah@bcvparks.com. BCVRPD will address reported issues.
- XVIII. LIONS CLUB OF BEAUMONT will be responsible for any damage to the facility caused by LIONS CLUB OF BEAUMONT members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to LIONS CLUB OF BEAUMONT.
- XIX. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XX. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXI. LIONS CLUB OF BEAUMONT 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. LIONS CLUB OF BEAUMONT members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXII. FORCE MAJEURE
- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. LIONS CLUB OF BEAUMONT waives any right of recovery against BCVRPD and LIONS



Beaumont-Cherry Valley Recreation and Park

District

CLUB OF BEAUMONT shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.

XXIII. LIONS CLUB OF BEAUMONT shall maintain its own liability insurance, naming BCVRPD as additional insured.

A. INDEMNIFICATION

1. The LIONS CLUB OF BEAUMONT shall indemnify, defend, and hold harmless BCVRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the LIONS CLUB OF BEAUMONT ’s use or occupancy of a facility or property controlled by the BCVRPD, unless solely caused by the gross negligence or willful misconduct of BCVRPD, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The LIONS CLUB OF BEAUMONT shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The LIONS CLUB OF BEAUMONT shall file certificates of such insurance with the BCVRPD, which shall be endorsed to provide thirty (30) days’ notice to the BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the BCVRPD may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the BCVRPD’s self-insurance pool.



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Beaumont-Cherry Valley Recreation and Park

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the LIONS CLUB OF BEAUMONT maintains higher limits than the minimums shown above, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the LIONS CLUB OF BEAUMONT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

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

D. FORCE MAJEURE

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



District

Beaumont-Cherry Valley Recreation and Park

Insurance Standards for Rentals

A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Per Occurrence
 - \$1,000,000 Automotive
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Products Completed-Operations
 - \$1,000,000 Sexual Abuse and Molestation
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also



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Beaumont-Cherry Valley Recreation and Park

provide evidence of Participant Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**

- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:
Your District Name, Its Directors, Officers, Agents, Volunteers, and Employees
1234 Park Drive, Anywhere, CA 90000
- **Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.

i. **Minimum Requirements:** LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT, its agents, representatives, employees, or subcontractors. LIONS CLUB OF BEAUMONT shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover December 1st, 2024 through December 31, 2026, and January 1 through December 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.



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ii. **Minimum Limits of Insurance:** LIONS CLUB OF BEAUMONT 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. Therefore the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence; General Aggregate is (\$4,000,000.00)
2. *Sexual Abuse or Molestation (SAM) Liability:* If the work will include contact with minors, and the (CGL) policy referenced above is not indorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than (\$1,000,000.00) per occurrence or claim.
3. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
4. *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 LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT; and,



District

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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 LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT or for which LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the LIONS CLUB OF BEAUMONT 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 LIONS CLUB OF BEAUMONT.
- 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. LIONS CLUB OF BEAUMONT 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. LIONS CLUB OF BEAUMONT 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:** LIONS CLUB OF BEAUMONT shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.



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- xiii. **Reporting of Claims:** LIONS CLUB OF BEAUMONT shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by LIONS CLUB OF BEAUMONT in connection with this agreement.
- XXIV. LIONS CLUB OF BEAUMONT shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the LIONS CLUB OF BEAUMONT use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXV. LIONS CLUB OF BEAUMONT shall defend, with counsel of its choosing and at LIONS CLUB OF BEAUMONT 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. LIONS CLUB OF BEAUMONT 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. LIONS CLUB OF BEAUMONT shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVI. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXVII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVIII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXIX. All notices pertaining to this agreement shall be in writing and addressed as follows:



District

Beaumont-Cherry Valley Recreation and Park

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

LIONS CLUB OF BEAUMONT
c/o Glenn Shelley
1632 Sams Canyon
Beaumont CA 92223

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

- XXX. This agreement is to be affective on January 1, 2024 and end on December 31, 2026. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XXXI. The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.
- XXXII. The recitals above are true and correct and are incorporated herein by this reference.
- XXXIII. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

Mickey Valdivia, General Manager (BCVRPD)

Nicholas Hughes, Secretary (Lions Club)

Date

Glenn Shelley, Treasure (Lions Club)

Date



Contract Amendment

This Contract Amendment (the "Amendment") is made between Beaumont-Cherry Valley Recreation and Park District and Beaumont Lions Club on this 11 day of December 2024. This Amendment is to the contract entitled Facility Use Agreement originally executed on the 12 day of January 2024.

The contract is amended as follows:

Rent for January and February will always be due and paid by the Lions Club. Rent for the remaining months will be determined based on project completion. The BCVRPIC will donate \$500 to the Beaumont Lions Club Scholarship and waive two months of rent for 2025 golf tournament assistance. Two members of the club must obtain their RBS certificate in order to volunteer at District events and assist with pouring beer. Attached are the updated insurance requirements and language as provided by CAPRI.

The below-listed changes are the only changes to the original above-referenced contract. The original contract is attached as **Exhibit** 1/FUA. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

Other:

Dated: _____

Dated: _____

Signature

Signature

Printed Name and Title

Printed Name and Title

Updated CAPRI Insurance Requirements

I. INDEMNIFICATION

- i. The **Beaumont Lions Club** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **Beaumont Lions Club's** use or occupancy of a facility or property controlled by the **BCVRPD**, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its officers, employees, or agents.

II. INSURANCE REQUIREMENTS

- i. General liability insurance: The **Beaumont Lions Club** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Beaumont Lions Club** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD's** self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **Beaumont Lions Club** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **Beaumont Lions Club**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

III. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. **Beaumont Lions Club** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **Beaumont Lions Club** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Beaumont Lions Club** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. **BCVRPD** reserves the right to immediately revoke **Beaumont Lions Club's** right to use of the facility under this agreement should **Beaumont Lions Club** fail to comply with any provision of this section.

IV. FORCE MAJEURE

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

V. A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."

- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. Insurance provided must be primary and noncontributory and include an endorsement.
- iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- viii. Minimum liability limits are as follows:
 - o \$2,000,000 General Aggregate
 - o \$1,000,000 Per Occurrence
 - o \$1,000,000 Automotive
 - o \$1,000,000 Personal & Advertising Injury
 - o \$1,000,000 Products Completed-Operations
 - o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**

- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

VI. The Certificate Holder and Name of Additional Insured sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers,
Agents, Volunteers, and Employees
390 W Oak Valley Pkwy, Beaumont, CA 92223**

Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

No blanket endorsements will be accepted.



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT YOUTH BASEBALL/SOFTBALL, INC, (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas BYB/SB desires to utilize BCVRPD facilities between January 1, 2025, and December 31, 2025, 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 NOBLE CREEK REGIONAL PARK, for spring season practices/games, and all-star practices/tournaments to begin January 1, 2025, through July 31, 2025, fields 1-7 and meadow Monday through Saturday, east end of meadow to be reserved for t-ball only due to fitness court user safety. Practices and games to run Monday through Saturday fields 1-7 for spring regular season and Monday through Friday during All-Star season. If the fields are not scheduled for BYB/SB use, BCVRPD reserves the right to schedule external practices, games, and or other facility use events reserved by BCVRPD. BYB/SB will work with the General Manager, Athletic Facilities Manager, and Assistant Maintenance Superintendent to adjust field usage for prior and existing field rentals.
- II. The final day for the BYB/SB 2025 Spring season is May 9th. Consequently, the All-Star season will begin on May 12th.
 - i. All-Star tournament dates include but are not limited to:
 - i. BYB/SB All-Star Warm-up tournament May 15th – May 18th, 2025.
 - ii. USA Softball “C” District All-Star Tournament June 12th - June 15th, 2025. This tournament will be tentative due to the potential Cherry Festival at Noble Creek Regional Park.



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- iii. All other tournament are TBD.
- III. BCVRPD shall authorize BYB/SB rental of NOBLE CREEK REGIONAL PARK, for fall season practices/games to begin September 1, 2025, through November 21, 2025, fields 1-7 and meadow Monday through Friday, east end of meadow to be reserved for t-ball only due to fitness court user safety. Practices and games to run Monday through Friday fields 1-7 for Fall regular season. If the fields are not scheduled for BYB/SB use, BCVRPD reserves the right to schedule external practices, games, and or other facility use events reserved by BCVRPD. BYB/SB will work with the General Manager, Athletic Facilities Manager, and Assistant Maintenance Superintendent to adjust field usage for prior and existing field rentals.
- IV. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
 - ii. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK BALL FIELDS or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. In the case there are ROOM CAPACITY restrictions, BYB/SB shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
 - iv. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - v. BYB/SB shall lease the snack bar all year. BYB/SB will reimburse BCVRPD for all utilities each month, including all fees for sewer cleaning. BYB/SB will also pay for inspections and monthly cleaning services for the installed grease trap.
 - vi. BYB/SB is provided the Noble Creek Community Center Copper Room for five (5) meetings in 2025, with dates to be determined. If the Copper Room is unavailable, BCVRPD will offer the Cherry Valley Grange Hall or Beaumont Women's Club, depending on availability.
- V. This agreement includes specified to NOBLE CREEK REGIONAL PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK REGIONAL PARK BALL FIELDS will not be the responsibility of BCVRPD.



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- i. Access to the parking area is by first request for event dates through the General Manager and Athletic Facilities Manager of the District.
 - ii. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
 - iii. Use of the tuff sheds will be permitted during regular spring and fall BYB/SB seasons. ~~Locks will be consistent with those that are used on the ball fields.~~
 - iv. 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.
 - ii. BYB/SB will pay for any grease trap maintenance/service.
 - iii. BYB/SB will replace one (1) major appliance per year in the snack bar with an energy-efficient model (e.g., refrigerator).
- VI. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- VII. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS.
 - i. BYB/SB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. BYB/SB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. BYB/SB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke BYB/SB right to use of the facility under this agreement should BYB/SB fail to comply with any provision of this section.
- VIII. 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.



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1. BYB/SB must get prior approval for any stored items on the district property.
 11. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK REGIONAL PARK and the square footage needed to store the items.
..
 111. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property.
...
 - IV. BYB/SB will be provided with four (4) sets of keys for necessary facilities at Noble Creek Regional Park. Key duplication is strictly prohibited. Outside of the regular spring and fall seasons, keys must be returned to BCVRPD. If BYB/SB duplicates any keys, they will be responsible and billed for new locks for all fields, tuff sheds, and any other locks matching the field locks.
- IX. Fees, payable to BCVRPD for the above, shall be as follows:
1. The following fees are applicable through the dates of this agreement.
 11. A fee of \$15.00 will be charged for each registered player in the spring and fall baseball/softball leagues. A copy of each sign-up form and roster will be provided to BCVRPD. An updated roster for each team will be submitted within five (5) days after the completion of late sign-ups.
 1. For the 2025 Spring BYB/SB season, two payments will be made: the first on 3/3/25 and the second on 4/1/25. Half of the total amount will be due on 3/3/25, with the remaining balance due on 4/1/25. BYB/SB will provide a list of any added players after 3/3/25 to be included in the final April invoice.
 11. For the 2025 Fall BYB/SB season, two payments will be made: the first on 9/2/25 and the second on 10/1/25. Half of the total amount will be due on 9/2/25, with the remaining balance due on 10/1/25. BYB/SB will provide a list of any added players after 10/2/24 to be included in the final October invoice.
 111. **BYB must provide evidence that they have acquired or are in the process of acquiring/reestablishing an active 501(c)3 status. Failure to do so will result in fees doubling from \$15.00 to \$30.00**
 111. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL \$400.00 per month for rental use of the snack bar for the duration of the contract.
 1. If the snack bar is open for business by BYB/SB throughout the duration of the contract, BYB/SB will incur the \$400.00 per month rental use fee during the months in which the snack bar is open for business.
 11. If the snack bar is NOT open for business by BYB/SB for an entire month throughout the duration of the contract then BYB/SB will not



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be responsible for the \$400.00 per month rental use during the months in which the snack bar is NOT in use.

- iv. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL BYB/SB will pay for both snack bars propane, electrical, and alarm service from January 1, 2025 – December 31, 2025.
 - v. BYB/SB will be billed for each sewer and grease trap cleaning.
 - vi. A late fee of 1.5% per day of the total amount owed per invoice will be applied to the balance of any invoice not paid by the due date.
 - vii. There will be a \$35.00 fee payable in cash/debit for all returned checks.
- X. 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 all facility use.
 - ii. BCVPRD will maintain the responsibility for the regular cleaning, maintenance, and sanitization of the bathrooms after all facility use.
 - iii. BYB/SB will remove all trash from the outside trash cans, restrooms, and snack bar each night of operation.
 - iv. BYB/SB shall not permit gatherings beyond that of MEETINGS, PRACTICES, AND GAMES before or after building/FACILITY use.
 - v. BYB/SB is responsible for opening and closing all facilities at the beginning and end of each day during use, including fields, lights, bins, snack bar, and restrooms. During dates of operation BYB/SB has access to the facility from 4 pm to 10 pm, BCVPRD will allow dugout gates to be opened no earlier than 3:30 pm. Failure to adhere to these times will result in the closure of facilities until proper action is taken.
 - vi. If BYB/SB is deficient in the cleanliness in the park, the district will contact the BYB/SB President, Jen Olson, “or her proxy” and if not cleaned in a timely manner, the District will clean and bill BYB/SB.
- XI. Any building upgrades or permanent fixtures must be approved by BCVPRD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.



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- XII. 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.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK REGIONAL PARK should become unavailable due to an emergency.
-
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. 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 facilities and for manufacturing new keys.
- XVI. BYB/SB will provide the District a list of anyone that has been issued one of the four sets of keys.
- XVII. Access to any District storage and Maintenance yard is prohibited to any BYB/SB volunteers.
- XVIII. BYB/SB shall not make any changes to lock(s) on District property. District issued codes may not be given out to any person that is not authorized. In doing so, BYB/SB will be subjected to a fine in consideration to changing the lock(s) or code(s)
- XIX. 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 REGIONAL PARK from any BYB/SB volunteers or Board members entering one of our buildings.
- XX. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code.
- XXI. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXII. 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.
- XXIII. BCVRPD reserves the right to enter and inspect any BYB/SB snack bar, building, or storage container at any time for any purpose during use of the facility. BYB/SB shall follow all directives from District representatives.



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- i. If BCVRPD is not satisfied with the condition of any BYB/SB-operated facility, BCVRPD reserves the right to suspend its use until the issues are resolved.
- XXIV. 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 always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXV. BYB/SB agrees to charge parking fees for All-Star Warm up Tournament May 15th-18th, 2025 and USA Softball "C" District Tournament JUNE 12th -15th, 2025.
 - i. 50% of the net parking revenue will be distributed to BCVRPD to cover fair share costs. Payment is due within three (3) business days following the tournament. A late fee of \$50 will be added to the total balance owed for each day payment is delayed. Proof of total cash collected, and credit card machine reports must also be submitted at the same time. The funds received will be allocated to the Improvement Corporation fund balance.
 - ii. Any minor helping with the collection of parking fees must be accompanied by an adult.
- XXVI. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXVII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is the responsibility of BYB/SB to repair and/or clean.
- XXVIII. Any volunteers operating a motorized vehicle must have a valid CA driver's license and insurance. BCVRPD is not responsible for any damage.
- XXIX. BYB/SB shall not assign or attempt to assign any portion of this agreement.
- XXX. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXXI. BYB/SB will require approval for advertisement banners on the inside ball field fences from January 31, 2025 – July 31, 2025. Any other locations will require prior approval of the General Manager. The placement, removal, and



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maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.

XXXII. Noble Creek Regional 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 closed to the public on very short notice. BYB/SB will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.

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

XXXIV. INDEMNIFICATION

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

XXXV. INSURANCE REQUIREMENTS

- i. General liability insurance: The **BYB/SB** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **BYB/SB** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California,



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with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD**'s self-insurance pool.

- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **BYB/SB** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **BYB/SB**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

XXXVI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. A **BYB/SB** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **BYB/SB** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **BYB/SB** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. **BCVRPD** reserves the right to immediately revoke **BYB/SB**'s right to use of the facility under this agreement should **BYB/SB** fail to comply with any provision of this section.

XXXVII. FORCE MAJEURE

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



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shall not charge results of “acts of God” to **BCVRPD**, its officers, employees, or agents.

XXXVIII. A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: “This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy.”
- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. Insurance provided must be primary and noncontributory and include an endorsement.
- iv. The Facility User’s General Liability and Workers’ Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers’ compensation and have an agreement/endorsement of waiver of subrogation for workers’ compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- viii. Minimum liability limits are as follows:
 - o \$2,000,000 General Aggregate
 - o \$1,000,000 Per Occurrence



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- o \$1,000,000 Automotive
- o \$1,000,000 Personal & Advertising Injury
- o \$1,000,000 Products Completed-Operations
- o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**
- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

XXXIX. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees
390 W Oak Valley Pkwy, Beaumont, CA 92223**

Cancellation Clause must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”

No blanket endorsements will be accepted.

XL. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:

- i. 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,

- 1. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect



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coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.

- ii. **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.

 - iii. **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.
 - iv. **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.
 - v. **Verification of Coverage:** BYB/SB shall furnish DISTRICT with original certificates of insurance and endorsements affecting coverage required by the agreement on forms.
 - vi. **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.
 - vii. **Reporting of Claims:** BYB/SB shall report to the BCVRPD, in addition to the insurer, all insurance claims submitted by BYB/SB in connection with this agreement.
- XLI. BYB/SB shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BYB/SB



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

- XLII. BYB/SB shall defend, with counsel of its choosing and at BYB/SB own cost, expense, and risk, 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 all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XLIII. In the event of litigation between parties arising out of 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.
- XLIV. This agreement represents the entire and integrated agreement of the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XLV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. The venue shall be in Riverside County.
- XLVI. 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 Jen Olson
950 Beaumont Ave
PO Box 3358
Beaumont, CA 92223
- Notices shall be deemed effective when received by the other party.
- XLVII. This agreement is to be effective on January 1, 2025 and end on December 31, 2025. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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- XLVIII. 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.
- XLIX. The recitals above are true and correct and are incorporated herein by this reference.
- L. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signature.
-

Mickey Valdivia, General Manager (BCVRPD)

Jen Olson, President (BYB/SB)

Date

Date



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FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB. 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, 2025 and December 31, 2025 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 the 2nd Saturday of every month in addition to February 21st and May 17th of 2025.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BCVRPD WILL GIVE REASONABLE NOTICE TO THE BEAUMONT WOMAN’S CLUB in the event that the building becomes unavailable.
 - ii. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
 - iii. 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.



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- iv. BEAUMONT WOMAN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS.
- v. In the case there are room capacity restrictions, BEAUMONT WOMAN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

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

- i. Access to the parking area is by first request of event dates through the Athletic Facilities Manager or General Manager of the District.

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

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

- i. BEAUMONT WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. BEAUMONT WOMAN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMAN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMAN'S CLUB, INC. fail to comply with any provision of this section.

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

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



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- 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.
 - iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. BEAUMONT WOMAN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degree for air conditioning. If the Thermostat is set outside of these settings by BEAUMONT WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- VII. BEAUMONT WOMAN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (alisonriversidewc@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- IX. BCVRPD shall during scheduled use perform set-up and take-down of all chairs, tables, and equipment. The BEAUMONT WOMAN'S CLUB shall be responsible for the general cleanliness of the building after use. The building shall be returned in the same condition as it was received.
 - i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
 - ii. **BCVRPD STAFF** will remove all trash to the outside trash containers after each use.



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- iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
 - iv. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS AND EVENTS
 - v. BEAUMONT WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
-
- X. 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.
 - XI. 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.
 - XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
 - XIII. 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.
 - XIV. 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.
 - XV. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.
 - XVI. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
 - XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. 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.



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- XVIII. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.
- XIX. 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.
- XX. 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.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. 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 always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXIII. BEAUMONT WOMAN'S CLUB, INC., shall maintain its own liability insurance, naming BCVRPD as additional insured.
- XXIV. **INDEMNIFICATION**
- i. The **Beaumont Womens Club** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **Beaumont Womens Club's** use or occupancy of a facility or property controlled by the **BCVRPD**, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its officers, employees, or agents.
- XXV. **INSURANCE REQUIREMENTS**
- i. General liability insurance: The **Beaumont Womens Club** shall procure and maintain, for the duration of the period contemplated herein, commercial general liability insurance with coverage with at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has



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not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Beaumont Womens Club** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days’ notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the **BCVRPD**’s self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **Beaumont Womens Club** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **Beaumont Womens Club**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

XXVI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. The **Beaumont Womens Club** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **Beaumont Womens Club** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Beaumont Womens Club** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.



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- iv. **BCVRPD** reserves the right to immediately revoke **Beaumont Womans Club**'s right to use of the facility under this agreement should **Beaumont Womans Club** fail to comply with any provision of this section.

XXVII. FORCE MAJEURE

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

XXVIII. A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. The insurance provided must be primary and noncontributory and include endorsement.
- iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the



Beaumont-Cherry Valley Recreation and Park District

permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

- i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.

vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).

viii. Minimum liability limits are as follows:

- o \$2,000,000 General Aggregate
- o \$1,000,000 Per Occurrence
- o \$1,000,000 Automotive
- o \$1,000,000 Personal & Advertising Injury
- o \$1,000,000 Products Completed-Operations
- o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage is \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**

x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

XXIX. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers,
Agents, Volunteers, and Employees
390 W Oak Valley Pkwy, Beaumont, CA 92223**



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Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

No blanket endorsements will be accepted.

XXX.

XXXI. **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.
- ii. **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.
- iii. **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.
- iv. **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.



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- v. **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.
 - vi. **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.
 - vii. **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.
- XXXII. BEAUMONT WOMAN'S CLUB, INC. shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BEAUMONT WOMAN'S CLUB, INC. use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMAN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMAN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXIV. 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.



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- XXXV. 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.
- XXXVI. 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.
- XXXVII. 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.
PO Box 352
Beaumont CA 92223

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

- XXXVIII. This agreement is to be effective on January 1, 2025, and end on December 31, 2025. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XXXIX. 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.
- XL. The recitals above are true and correct and are incorporated herein by this reference.
- XLI. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

Mickey Valdivia, General Manager, BCVRPD

Alyson Eccleston (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, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and San Geronio 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, 2025 and December 31, 2027 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, for the dates and times specified at the end of this agreement for 2025.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY is permitted to host MEETINGS AND EVENTS.



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- iv. In the case there are room Capacity restrictions, SAN GORGONIO PASS HISTORICAL SOCIETY shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). ~~Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER~~ will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Athletic Facilities Manager or General Manager of the District.
- IV. BCVRPD will give notice to SAN GORGONIO PASS HISTORICAL SOCIETY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke SAN GORGONIO PASS HISTORICAL SOCIETY right to use of the facility under this agreement should SAN GORGONIO PASS HISTORICAL SOCIETY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval for any stored items on the district property.



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- 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.
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide a set of keys or combinations to the District to anything stored on the district property.

 - iv. SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degree for air conditioning. If the Thermostat is set outside of these settings by SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, Members, Staff, or Volunteers SAN GORGONIO PASS HISTORICAL SOCIETY will have to pay for damages for the air conditioner/heater.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement.
 - ii. (BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY \$63.53)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (elenaenriquez@msn.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of the 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 the contract.
- VIII. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- IX. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.



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- ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY shall not permit gatherings beyond that of meetings and events before or after building use.
 - iv. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated while participating in MEETINGS AND EVENTS.
 - v. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEUAMONT WOMAN'S Club with CDC approved COVID-19 viral cleaning products.
- X. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time SAN GORGONIO PASS HISTORICAL SOCIETY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. SAN GORGONIO PASS HISTORICAL SOCIETY shall not duplicate any keys. If a key is lost or stolen SAN GORGONIO PASS



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HISTORICAL SOCIETY shall immediately report the loss to BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY will be charged the cost for the re-keying of the building and for manufacture of new keys.

- XVI. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations.
-
- XVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any SAN GORGONIO PASS HISTORICAL SOCIETY volunteers or Board members entering the building for business.
- XIX. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIII. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representative in a professional and courteous manner.



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

XXV. INDEMNIFICATION

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

XXVI. INSURANCE REQUIREMENTS

- i. General liability insurance: The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days’ notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the **BCVRPD**’s self-insurance pool.



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- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **SAN GORGONIO PASS HISTORICAL SOCIETY** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **SAN GORGONIO PASS HISTORICAL SOCIETY**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

XXVII. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **SAN GORGONIO PASS HISTORICAL SOCIETY** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **SAN GORGONIO PASS HISTORICAL SOCIETY** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. **BCVRPD** reserves the right to immediately revoke **SAN GORGONIO PASS HISTORICAL SOCIETY**'s right to use of the facility under this agreement should **SAN GORGONIO PASS HISTORICAL SOCIETY** fail to comply with any provision of this section.

XXVIII. FORCE MAJEURE

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



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SAN GORGONIO PASS HISTORICAL SOCIETY waives any right of recovery against **BCVRPD** and the **SAN GORGONIO PASS HISTORICAL SOCIETY** shall not charge results of “acts of God” to **BCVRPD**, its officers, employees, or agents.

XXIX. A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: “This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy.”
- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. Insurance provided must be primary and noncontributory and include an endorsement.
- iv. The Facility User’s General Liability and Workers’ Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers’ compensation and have an agreement/endorsement of waiver of subrogation for workers’ compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).



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viii. Minimum liability limits are as follows:

- o \$2,000,000 General Aggregate
- o \$1,000,000 Per Occurrence
- o \$1,000,000 Automotive
- o \$1,000,000 Personal & Advertising Injury
- o \$1,000,000 Products Completed-Operations
- o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**
- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

XXX. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers,
Agents, Volunteers, and Employees
390 W Oak Valley Pkwy, Beaumont, CA 92223**

Cancellation Clause must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”

No blanket endorsements will be accepted.

XXXI. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:



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- i. 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,
 1. 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.
- ii. **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.
- iii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY shall guarantee that, at the option of the BCVRPD, either:
 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. SAN GORGONIO PASS HISTORICAL SOCIETY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- iv. **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.
- v. **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.
- vi. **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



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require complete, certified copies of all required insurance policies, at any time.

- vii. **Reporting of Claims:** SAN GORGONIO PASS HISTORICAL SOCIETY shall report to the BCVRPD, in addition to the insurer, all insurance claims submitted by SAN GORGONIO PASS HISTORICAL SOCIETY in connection with this agreement.
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- XXXII. SAN GORGONIO PASS HISTORICAL SOCIETY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the SAN GORGONIO PASS HISTORICAL SOCIETY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIII. 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. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXIV. In the event of litigation between parties arising out of 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.
- XXXV. 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

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

XXXVII. 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 331
Beaumont, CA 92223

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

XXXVIII. This agreement is to be effective on January 1, 2025 and end on December 31, 2027. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXIX. 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.

XL. The recitals above are true and correct and are incorporated here by this reference.

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

Mickey Valdivia, General Manager, BCVRPD

Helen Enriquez (San Gorgonio Pass
Historical Society)

Date

Date

Historical society general membership meetings, set up at 5 p.m., leave by 10 p.m.:

Thursday, January 9

Thursday, February 13

Thursday, March 13

Thursday, April 10

Saturday, May 10 NOTE: In May, we will hold our meeting on Saturday instead of Thursday to accommodate members who do not drive at night. (Meeting cannot be held at Beaumont Woman's Club location due to scheduling conflict)

Thursday, June 12

NOTE: We do not have general membership meetings in July or August.

Thursday, September 11

Thursday, October 9

Thursday, November 13

Thursday, December 11

Historical society board meetings on third Thursday of each month:

January 16

February 13

March 20

April 17

May 15

June 19

July 17

August 21

September 18

October 16

November 20

December 18

Historical society Museum days are the last Saturday of each month:

January 25

February 22

March 29

April 26

May 31

June 28

July 26

August 30

September 27

October 25

November 29

December 27



Beaumont-Cherry Valley Recreation and Park District is **REDISTRICTING** and **REBRANDING**



BCVRPD WOULD LIKE YOUR OPINION ON DEVELOPING THE NEW DISTRICT BOUNDARY MAPS AND CREATING A NEW DISTRICT BRAND.

THE DISTRICT IS INVITING THE COMMUNITY TO PARTICIPATE IN PUBLIC HEARINGS TO LEARN ABOUT THE REDISTRICTING/REBRANDING PROCESSES AND PROVIDE INPUT.

January
08

Kickoff Meeting
Introduction and Overview

January
15

Public Forum
Open Meeting for Public Comments

January
22

Repeat of Kickoff Meeting
Introduction and Overview

February
12

Draft Map Presentation
First Map Versions Presented for Review

February
26

Map Revisions
Revised Map Versions Presented for Review

March
12

Map Adoption
Final District Map will be Approved

MEETINGS WILL BE HELD AT 6:00P.M.
390 W. OAK VALLEY PARKWAY, BEAUMONT, CA 92223

ALL MEETINGS LISTED ARE OPEN TO THE PUBLIC.

CONTACT DEIDRE@BCVPARKS.COM OR CALL 951-845-9555 WITH QUESTIONS OR CONCERNS



Staff Report

Agenda Item No. **6.3**

To: Board of Directors

From: Deidre Chatigny, Human Resource Administrator

Via: Mickey Valdivia, General Manager

Date: January 08, 2025

Subject: Appoint Directors to the Beaumont-Cherry Valley Recreation & Park Improvement Corporation Board of Directors

Background and Analysis:

The Beaumont-Cherry Valley Recreation & Park Improvement Corporation is authorized to have seven (7) members, appointed by the BCVRPD Board. As a result of Director Linnemann's election to the BCVRPD Board in December of 2024 and Director Letulle completing her one-year term, the BCVRPIC Board currently has two vacancies that need to be filled. As stated in the by-laws, the appointed directors will serve a one-year term.

The following applicants have applied for the Director positions and their applications and/or resumes are attached.

- Kristopher Galarza
- Rich Lawhead
- Tammy Letulle
- Bradley Roberts
- Sammi Jo Shubin
- Denise Ward

Fiscal Impact:

This action has no fiscal impact at this time.

Recommendations:

Staff recommends that the Board interview the candidates, discuss and appoint two directors to serve on the Beaumont-Cherry Valley Recreation and Park Improvement Corporation Board for the term of one year.

Respectfully Submitted,

Deidre Chatigny

Human Resource Administrator/Clerk of the Board



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

RECREATION & PARK IMPROVEMENT CORPORATION VACANCY

Instructions

If you are interested in serving on the Beaumont-Cherry Valley Recreation and Park Improvement Corporation Board of Directors, please complete this application and return it to the Clerk of the Board at either of the following:

Email: deidre@bcvparks.com

Mail: 390 W Oak Valley Parkway, Beaumont, CA 92223

Date Due: Thursday, January 2, 2025, by 5:00 p.m.

The seat will serve for a 1 year term. You will be advised by the District Board if your appointment is confirmed. Thank you for your interest.

CORPORATION: N/A DATE: 12/30/2024

NAME: Kristopher Galarza AGE (optional): 45

RESIDENCE ADDRESS: 11641 Ford St Beaumont, CA 92223

BUSINESS OR MAILING ADDRESS: _____

PHONE (DAYTIME): 714-322-3042 PHONE (EVENING): 714-322-3042

E-MAIL: kris.galarza@yahoo.com

EDUCATION			
Institution	Major	Degree	Year
WGU	Business	enrolled	2025

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
Beaumont Youth Baseball	Beaumont	Board Positions- currently Facility Cord.	2018	current
Diamond Jaxx Baseball	Beaumont	President	2019	curent
Package All	Fontana	Account Executive	2014	current

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

I bring a strong background in strategic planning, organizational development, and governance. With experience in leadership roles and a deep understanding of financial oversight and community engagement, I am equipped to make informed decisions that align with the corporation's mission and goals. My skills in problem-solving and collaboration would contribute to ensuring that the board functions effectively and addresses both short-term needs and long-term objectives.

I am passionate about contributing to initiatives that positively impact the community. Serving on the Improvement Corporation Board of Directors would allow me to leverage my skills to drive sustainable growth and foster innovation, ultimately improving the quality of life for those the corporation serves. I am committed to helping the board make impactful decisions that support its vision and mission.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Kristopher Galarza

Signature

12/30/2024

Date

Kristopher Galarza

Printed Name



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

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Mail: 390 W Oak Valley Parkway, Beaumont, CA 92223

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The seat will serve for a 1 year term. You will be advised by the District Board if your appointment is confirmed. Thank you for your interest.

CORPORATION: Retired DATE: 01/02/2025

NAME: Rich Lawhead AGE (optional): 63

RESIDENCE ADDRESS: 10486 Winesap Ave Cherry Valley CA 92223 United States

BUSINESS OR MAILING ADDRESS: _____

PHONE (DAYTIME): 1(909)723-7236 PHONE (EVENING): _____

E-MAIL: Lawhead_ri@yahoo.com

EDUCATION			
Institution	Major	Degree	Year
US University	Management	BA	2016
POST	Command College		2017

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
SBPD	San Berdo	Captain	1992	2019
SB public safety	SB	Chair	2006	Pres

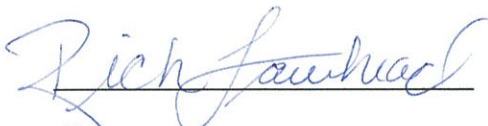
STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

I have served in both management and executive management positions throughout my career. I also sit as the chairman of the public safety Academy in San Bernardino where I have served for a number of years. I am interested in continuing to serve my community through volunteering on the Parks and Recreation foundation board.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.


Signature

01/02/2025
Date

Rich Lawhead
Printed Name



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

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CORPORATION: BCVRP District DATE: 01/02/2025

NAME: Tammy Letulle AGE (optional): 50 ish :)

RESIDENCE ADDRESS: 1425 Galaxy Drive Beaumont, Ca. 92223

BUSINESS OR MAILING ADDRESS: _____

PHONE (DAYTIME): 909-918-6418 PHONE (EVENING): 805-896-4186

E-MAIL: tletulle@outlook.com

EDUCATION			
Institution	Major	Degree	Year
Santa Barbara Business College	Medical Assisting	Diploma	1996
Christian Life School of Theology	Family Counseling	Associates of Theology	2002

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
BCVRPDI	Beaumont, CA	Director	09/21/2023	12/21/2024
Deluge Life Ministries	Beaumont, CA	Academic Advisor	2018	Present
Christian Community College	Redlands, CA	Academic Registrar	2020	2021

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

I am honored to be considered for the reappointment to the Board of Directors for the BCVRPDI. Over the past year I have had the privilege of serving in this role, participating in board meetings and gaining a deeper understanding of the governance and operations of the board. Along the way, I've built strong, positive relationships with many of the current board members and have worked to foster collaboration and open communication. I pride myself on being approachable and adaptable with an intentional focus on finding common ground and promoting collaboration and understanding to achieve shared goals for the benefit of our community.

In addition to my board experience, I hold an Associates of Arts degree in Theology and have a professional background as an academic registrar and advisor. In this capacity, I have guided high school students toward achieving a variety of graduation pathways, including earning college credits, completing an AA degree while in high school, and even graduating as early as age 16. These experiences have strengthened my skills in organization, mentorship and strategic planning- qualities that I bring to my role on the board.

I am passionate about the mission of the BCVRPD's and would be honored to continue serving our community on the Incorporation board. Thank you for your consideration.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Tammy Letulle

Signature

01/02/2025

Date

Tammy Letulle

Printed Name



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

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Email: deidre@bcvparks.com

Mail: 390 W Oak Valley Parkway, Beaumont, CA 92223

Date Due: Thursday, January 2, 2025, by 5:00 p.m.

The seat will serve for a 1 year term. You will be advised by the District Board if your appointment is confirmed. Thank you for your interest.

CORPORATION: County of San Diego Parks and Recreation DATE: 12/29/24

NAME: Bradley Roberts AGE (optional): _____

RESIDENCE ADDRESS: 1158 Brookmeade Circle, Beaumont, CA 92223

BUSINESS OR MAILING ADDRESS: 5510 Overland Ave., Suite 270, San Diego, CA 92123

PHONE (DAYTIME): (858) 837-2480 PHONE (EVENING): (858) 254-6103

E-MAIL: Bradleyroberts5384@gmail.com

EDUCATION			
Institution	Major	Degree	Year
California State Polytechnic University	Landscape Architecture	MLA	1997
Columbia University	Social Work	MSW	1988

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
County of San Diego Parks and Recreation	San Diego, CA	Project Manager	2004	Present
County of San Diego Parks and Recreation	San Diego, CA	ADA Coordinator	2023	Present
National Recreation and Park Association	Ashburn, VA	Certified Playground Safety Instructor	2013	Present

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

I am a resident of Beaumont, CA and I have a vested interest in the improvement of our local parks for the benefit of myself, my friends and family, and for the people who live within the city of Beaumont.

As a parks and recreation professional with over 20 years of experience with the planning, design, and construction of a diverse variety of park improvements projects at various local and regional parks within the County of San Diego ranging in value from \$25,000 to \$5,000,000, I believe that I can provide a unique and valuable perspective on both current and future capital improvement and major maintenance improvement projects for the city of Beaumont as a member of the Board of Directors for the Beaumont - Cherry Valley Recreation and Park Corporation.

Please see my attached resume for more information, and feel free to contact me at Bradleyroberts5384@gmail.com if you have any questions.

Thank you!

Best,
Bradley Roberts

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

**Bradley
Roberts**

Digitally signed by
Bradley Roberts
Date: 2024.12.29
18:07:06 -08'00'

12/29/24

Signature

Date

Bradley Roberts

Printed Name

Bradley A. Roberts

1158 Brookmeade Circle • Beaumont, CA 92223 • (858) 254-6103 • bradleyroberts5384@gmail.com

AWARD WINNING PROJECT MANAGER AND NATIONAL TRAINER

Effectively managing multi-million-dollar projects for government agencies and providing outstanding professional staff training throughout the U.S.

Results-oriented, creative, high-energy, hands-on professional with 20+ years' experience with an impressive record of accomplishments in the parks and recreation industry.

Awards and Recognitions:

- Governor's Historic Preservation Award for the Bancroft Rock House Rehabilitation – California Office of Historic Preservation, 2013
 - Outstanding Accomplishment in the Field of Parks and Recreation Award for the Bancroft Rock House Rehabilitation — National Association of County Park and Recreation Officials, 2011
 - Outstanding Organizational Achievement in Energy Award for the Hilton Head Aquatic Playground — San Diego Excellence in Energy, 2008
 - Outstanding Accomplishment in the Field of Parks and Recreation Award for the Hilton Head Aquatic Playground — National Association of County Park and Recreation Officials, 2008
 - Award of Excellence for the Hilton Head Aquatic Playground — California Parks and Recreation Society, 2008
 - Achievement Award for the Miracle Field of San Diego – National Association of Counties, 2008
 - Project of the Year Award for the Miracle Field of San Diego — American Public Works Association, 2007
 - Award of Excellence for the Miracle Field of San Diego — California Parks and Recreation Society, 2007
-

PROFESSIONAL EXPERIENCE

NATIONAL RECREATION AND PARK ASSOCIATION, *Ashburn, VA*

NATIONAL TRAINER (October 2013 – Present)

Train professionals and organizations to develop public playground policies and inspection programs, and help them to prepare for the Certified Playground Safety Inspector Certification Exam throughout the U.S.

Notable Accomplishments:

- Provide innovative training in public playground planning, design, construction, and safety.
- Achieved an average student passing rate of 90% on the Certified Playground Safety Inspector Certification Exam for every training class that I have taught.

COUNTY OF SAN DIEGO DEPARTMENT OF PARKS AND RECREATION, *San Diego, Calif.*

PARK PROJECT MANAGER AND ADA COORDINATOR (February 2004 – Present)

Responsible for managing more than 30 projects annually throughout the County of San Diego with budgets up to \$5.0 million.

Notable accomplishments:

- Planned, designed, and installed the first ADA accessible “Miracle Field” baseball field complex in southern California at San Dieguito Park in Del Mar, CA.
 - Created the first fully inclusive Americans with Disabilities Act (ADA) accessible playground surfacing game “Hop, Shuffle & Roll©” in southern California for children of all abilities at Collier Park in Ramona, CA, and at the Fallbrook Community Center in Fallbrook, CA. Hop, Shuffle & Roll©” was awarded a Copyright by the U.S. Copyright Office in 2014.
 - Designed and installed themed inclusive playgrounds at Collier Park in Ramona, CA; Eucalyptus Park in La Mesa, CA; and Old Ironsides Park in El Cajon, CA.
 - Appointed ADA Coordinator for the County of San Diego Department of Parks and Recreation.
 - Completed a diverse range of award-winning historic rehabilitation projects including the Bancroft Rock House, which was originally built in Spring Valley, CA in 1885; and the Whaley House, which was originally built in San Diego, CA in 1857.
 - Managed the design and installation of an aquatic playground at Hilton Head Park in El Cajon, CA, which included the first-of-its-kind recirculating water treatment system in San Diego, CA.
-

EDUCATION & CREDENTIALS

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, Pomona, Calif.

Master of Landscape Architecture

COLUMBIA UNIVERSITY, New York, NY

Master of Social Work

BELOIT COLLEGE, Beloit, WI

Bachelor of Arts

Certifications

Certified Playground Safety Inspector • OSHA Construction Safety Certification • Certified in First Aid/CPR

Information Technology Skills

Microsoft Office Suite • Adobe Acrobat • Microsoft Project

Publication

“Splashin’ Good Times at Hilton Head County Park: A First of its Kind Aquatic Playground is a Success in San Diego’s East County” — World Water Park Magazine, May 2009

Volunteer/Community Work

- Vice President, County of San Diego Diverse Ability Employee Resource Group, 2023 to present
- ADA Coordinator, County of San Diego Department of Parks and Recreation, 2023 to present
- Lead Equity, Diversity, and Inclusion Champion – County of San Diego, 2016 to present
- International Play Association Board Member – International Play Association USA, 2016 to 2022
- President – San Diego Sun Harbor Chorus, 2018 to 2020



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

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The seat will serve for a 1 year term. You will be advised by the District Board if your appointment is confirmed. Thank you for your interest.

CORPORATION: _____ DATE: 01.02.2025

NAME: Sammi Jo Shubin AGE (optional): _____

RESIDENCE ADDRESS: 1755 Date St., Beaumont CA 92223

BUSINESS OR MAILING ADDRESS: 1755 Date St., Beaumont CA 92223

PHONE (DAYTIME): 909.835.2938 PHONE (EVENING): 909.835.2938

E-MAIL: sammi.shubin@yahoo.com

EDUCATION			
Institution	Major	Degree	Year
Cal. State San Bernardino	Marketing	Bachelor	2015
Cal. State San Bernardino	Sports Entertainment	Bachelor	2015

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
Stagecoach Days	Banning	Volunteer	2015	2020
STEM Non-Profit	Banning	Fundraising	2015	2017

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

I am writing to express my interest in joining the Beaumont-Cherry Valley Recreation and Park Improvement Corporation Board. In my search for a new challenge, I seek to bring my strong background in management and community development, which has equipped me with a comprehensive understanding of strategic planning, financial oversight, and organizational growth.

Throughout my experience with Stagecoach Days and the STEM Non-Profit, I have come to realize that fundraising is never easy, yet the joy it brings is unparalleled. My involvement in organizing events such as Softball and Golf Tournaments has honed my decision-making, problem-solving, and collaboration skills. These experiences make me confident in my ability to contribute effectively to the board's mission and make a meaningful impact.

I am passionate about community development and local business growth, and I am eager to support the continued success of the Beaumont-Cherry Valley Recreation and Park Improvement Corporation.

Serving on the board would allow me to leverage my expertise and enthusiasm for community engagement to help shape the future of the Beaumont-Cherry Valley Recreation and Park Improvement Corporation. I am committed to contributing to its strategic vision, ensuring its growth, sustainability, and long-term success.

Thank you for considering my application. I look forward to the opportunity to collaborate with your team to further the important work.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Sammi Shubin

Signature

01.02.2025

Date

Sammi Jo Shubin

Printed Name

Sammi Jo Shubin

Executive Assistant Profile

Beaumont, California 92223 • (909) 835-2938
sammi.shubin@yahoo.com

Seasoned professional with experience providing administrative support and overseeing the daily operations of the business while working in a fast-paced environment. History of success in achieving exceptional results and effectively communicating with all levels of the organization.

Areas of Expertise

- ◆ Customer Relations / Support
- ◆ Meeting Planning / Scheduling
- ◆ Process Improvement
- ◆ Problem Resolution / Critical Thinking
- ◆ Technical / Application Background
- ◆ Compliance Requirements
- ◆ Database Management
- ◆ Organizational Skills
- ◆ Communication / Collaboration

Professional Experience

Herzog, Rancho Cucamonga, California Project Manager of Signal, Communications, and Train Control

October 2024 – Present

As Project Manager on the Metrolink project, it is in my role I provide essential support to the Project Engineers, General Managers and Forman in the field, ensuring that projects run smoothly and according to schedule. This role involves assisting with various tasks related to material procurement, subcontract administration, document control, and maintaining compliance with contractual obligations.

TransitAmerica/Herzog, Rancho Cucamonga, California Account Administrator

May 2022 – October 2024

As Account Admin on the Arrow project, it is my responsibility to oversee ensuring accuracy with all the financial accounts, preparing financial reports, and managing entries with HTSI's eCMS accounting system. Working with SCRRA daily on maintaining the Arrow contract needs. In addition to being the administrator on the Arrow contract, I work closely with the MS contract on Work Directives. Compiling all the Work Directive information for the team and helping with the needed to submit accurate pricing to SCRRA.

- Strong multitasking skills to manage customer service, data entry, business correspondence, spreadsheets, and organization charts.
- Tracks and analyzes actual expenditures versus budget performance to determine and resolve variances.

Flame USA, Brea, California Office Manger

2021 – 2022

As Office Manager, it is my responsibility to oversee the daily operations of the office and warehouse, as well as the other departments. My duties include working directly with the owners to help enhance work quality and productivity. Working on Office Procedures, Accounting (A/P and A/R), Inventory and Forecasting, Purchase Orders (Received/Issued), Shipping methodologies (LTL, UPS, USPS, FedEx), Customer and Vendor Relationships, HR and Business Operational Duties.

- Creating an office budget and warehouse policies
- Examine the levels of raw materials and supplies to determine shortages
- Interviewing and training new office employees and organizing their employment paperwork
- Reporting office progress to CEO and working with them to improve office and warehouse operations and procedures

Matich Corporation, San Bernardino, California Contract Administrator

2018 – 2021

Provided daily support to executive members and engineering members related to compiling and processing reports, managing current work flow, and handling contracts related to City, County, and Caltrans asphalt projects ranging between \$100K and \$22M in project size. Compiled bid information including subcontractor submissions, verifying bond and insurance policies, and submitting material requirements to the client for approval prior to the start of the project. Maintained all database systems including both electronic and hard copies for each contract currently in process, as well

as filing and retaining previous contract with all interested parties. Leveraged strong multitasking skills to manage customer service, data entry, business correspondence, spreadsheets, and organization charts.

- Reorganized project spreadsheets to ensure accurate processing of payments and inputting of data to allow a more real-time update of project metrics and information.
- Proactively took on additional responsibilities across the department due to downsizing of the company related to the Covid-19 pandemic. Gained valuable cross-training in other responsibilities related to project management.

Fossil, Ontario, California **Sales Manager**

2016 – 2018

Oversaw the daily operations of the store, which included approximately \$500K in annual revenues and a team of 15-20 sales associates. Managed all performance metrics related to the store's performance, along with handling payroll and performance reviews for team members. Prepared the annual budget, reviewed expenditures, analyzed variances and developed action plans relating to financial metrics, loss prevention, and reducing expenses. Strategically developed marketing plans to promote merchandise, as well as reviewed advertising ideas and display plans.

- Identified key areas to increase customer satisfaction in the store by building strong rapport with customers while in the store and training employees on handling difficult situations and customer inquiries.
- Reorganized all inventory both on the floor and in the backroom ensuring all products available for sale had the appropriate packaging to accompany the item. This allowed for accurate inventory of all items onsite, as well as managing inventory levels more accurately.

Tommy Hilfiger, Cabazon, California **Sales Manager, 2011 – 2016** **Sales Associate / Team Lead, 2009 -- 2011**

2009 – 2016

Effectively managed approximately 40 full time sales associates and upwards of 100 staff members during seasonal periods. Mentored team members on leadership and sales skills. Handled the cash reconciliation and balancing for all cash registers, as well as reviewing financial reports and deposits ensuring sales numbers were on target to meet annual goals. Collaborated with Store Manager to review daily and weekly performance reports and set specific goals for the store to achieve by creating a fun and engaging environment. Conducted a detail review of inventory received and shipped for accuracy, as well as reviewing the layout and design for new displays and visual presentation of items throughout the store.

- Effectively trained and mentored multiple team members with diverse backgrounds and personalities, as well as assisted five associates in receiving promotions within the store.
- Strategically placed impulse items in high traffic areas based on upcoming seasons and events that led to driving consumer cross-sell per transaction and increasing sales revenue for the store.
- Managed inventory levels by monitoring customer trends and shipped out less desirable sizes and styles to other markets while requesting additional inventory in high volume items to match consumer demographics in the area.

Education and Licenses

Bachelor of Arts in Marketing and Sports Entertainment (2015)
California State University, San Bernardino, California

Notary Public License, State of California



APPLICATION FOR APPOINTMENT

BEAUMONT-CHERRY VALLEY

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Email: deidre@bcvparks.com

Mail: 390 W Oak Valley Parkway, Beaumont, CA 92223

Date Due: **Thursday, January 2, 2025, by 5:00 p.m.**

The seat will serve for a 1 year term. You will be advised by the District Board if your appointment is confirmed. Thank you for your interest.

CORPORATION: _____ DATE: 1/2/2025

NAME: Denise Ward AGE (optional): _____

RESIDENCE ADDRESS: 762 Willow Court Beaumont Ca 92223

BUSINESS OR MAILING ADDRESS: _____

PHONE (DAYTIME): 909-213-4435 PHONE (EVENING): _____

E-MAIL: denise.truckworks@gmail.com

EDUCATION			
Institution	Major	Degree	Year
AV College			1987
Various Certificates			

WORK/VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
BCVRPD	Beaumont	Staff/Director	2008	2024
Beaumont Baseball	Beaumont	Various	2003	2017
Pass Football League	Beaumont	Various	2003	?

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Improvement Corporation Board of Directors.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Denise Ward

Signature

1/2/2025

Date

Denise Ward

Printed Name



Staff Report

Agenda Item No. **6.4**

To: Board of Directors

From: Deidre Chatigny, Human Resource Administrator

Via: Mickey Valdivia, General Manager

Date: January 08, 2025

Subject: Approval of Cherry Festival Association Agreement

Background and Analysis:

The Cherry Festival Association signed a Memorandum of Understanding (MOU) with the Beaumont-Cherry Valley Recreation and Park District in 2024 to host their annual Cherry Festival at Noble Creek Regional Park. The event took place from May 30th to June 2nd and was overall a successful event.

Staff is interested in potentially considering a new 1-year contract to hold the event at Noble Creek Regional Park from May 29th to June 1st, 2025. The agreement has changed based on the 2024 event. For example, the insurance language has been updated to highlight insurance requirements from CAPRI (\$5 million individual/\$10 million aggregate), due 60 days before the event. In addition, the Cherry Festival Association will be required to pay for professional traffic control on-site and any additional miscellaneous fees that the District may incur will be agreed upon in writing before any charges are made. Best Best and Krieger legal counsel, Albert Maldonado, has provided a potential agreement that the General Manager is asking the Board to consider.

The Board, at the December 2024 meeting agreed to charge the Cherry Festival Association \$50,000 for a facility rental fee, along with other changes highlighted in the red-line version of the agreement attached. An updated version has been presented to President Dan Roush and Treasurer Ari Valdez but as of this time the District is not aware that it has not been approved through the CFA committee.

Fiscal Impact:

This action has no fiscal impact at this time. Staff is providing the updated proposed contract for the Board to review with potential action from the Cherry Festival Association.

Recommendations:

Staff recommends that the Board read, review, and discuss the potential agreement and provide guidance for how they would like Staff to proceed.

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this _____ of ~~August~~ **December** **2024** (“Effective Date”) between the Cherry Festival Association, a California non-profit public benefit corporation qualified as exempt from tax as a public charity under Internal Revenue Code Section 501(c)(4), (“CFA”) and the Beaumont–Cherry Valley Recreation and Park District, a California special district (“the BCVRPD”) (each individually referred to as a “Party” or collectively as the “Parties”) to memorialize the agreement of the Parties concerning their ongoing relationship for the purpose of conducting the Cherry Festival event for the term of this MOU.

RECITALS

WHEREAS, the CFA has organized, promoted, and conducted the annual Cherry Festival event (“Event”) as a community celebration, dating back to the early 1900s; and

WHEREAS, the CFA and the BCVRPD successfully worked in cooperation and partnership with each other to produce the 2024 Cherry Festival Event on the BCVRPD property and facilities; and

WHEREAS, the CFA and the BCVRPD desire to enter into this MOU to delineate the Parties’ respective rights and obligations and define their relationship for each annual Cherry Festival Event during the term of this MOU.

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants, and agreements set forth below, the CFA and BCVRPD agree as follows:

1. **RELATIONSHIPS**

The Parties agree that the relationship of the Parties is between two separate and independent entities. There is not a joint venture, joint powers agreement, partnership, employer-employee relationship or any principal-agent relationship.

2. **EXCLUSIVITY**

The CFA shall have exclusive operational and vending control over and within the geographic area and locations at which the Cherry Festival Event will be conducted, as such geographic area and locations are mutually negotiated and agreed upon by the Parties. The facility use rate will be ~~\$25,000~~ **\$50,000** per calendar year, beginning with 2025, payable to the BCVRPD by CFA as set forth in Section 5(E) hereinbelow. BCVRPD agrees that it will deny CalFire access from utilizing the venue for any and all emergency fire camps throughout the duration of the CFA taking possession of the venue. BCVRPD will compose and submit a letter to the Riverside County Fire Chief to inform him of the park closure from May 19, 2025 through June 3, 2025, resulting in the park

not being available for fire camp activity during that period of time. The letter will be sent thirty (30) days after the execution of this MOU.

The BCVRPD shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity to conduct any type of business, within Noble Creek Park, or other mutually agreed upon location, during the time period of the Event as noted above or that would otherwise unreasonably interfere with the setup, conduct and cleanup of the Event.

3. SECURITY FOR THE CHERRY FESTIVAL EVENT

The CFA shall be responsible for providing private security for the Event to be provided by guards that are licensed and approved by the Beaumont Police Department. The security company shall be licensed and bonded.

4. IN-KIND SERVICES FOR CHERRY FESTIVAL - BCVRPD PROVIDED

The BCVRPD will provide in-kind services related to the Event including, but not limited to:

- A. Consistent maintenance of all permanent, on-site restrooms, including regular and continuous maintenance, cleaning and stocking supplies throughout the Event.
- B. Grounds maintenance and pest control prior to the CFA taking possession of the Event grounds. Photo evidence shall be provided by the BCVRPD prior to the Event if requested by the CFA.
- C. The Parties must agree in writing before BCVRPD incurs any additional charges, fees, or in-kind services, which written agreement may be executed by the BCVRPD General Manager and the CFA President/Vice President and/or Treasurer.
- D. In exchange for receiving the facility rental fee, BCVRPD shall provide equipment rentals for the Event (e.g., event signs, barricades, cones, etc.).

5. CFA TO PROVIDE

The CFA agrees and understands that the following items will need to be provided by the CFA for the Event:

- A. Any and all fencing expenses made necessary for the Event according to the approved fire marshal codes and regulations.
- B. Hold responsibility for maintenance expenses made necessary by the Event and its areas of use within the park.
- C. Provide volunteers or paid staff prior to, during, and after the Event for such services as trash removal, gate responsibilities, parking delineations, public safety access, and security.
- D. Maintenance services after the Cherry Festival Event has concluded to return the Event spaces to their original conditions before the Cherry Festival Event. CFA

and BCVRPD shall conduct a joint walk-thru of the site to ensure accuracy of the maintenance services provided. ~~BCVRPD will, each calendar year, earmark \$5,600 from the \$25,000 facility rental fee to refurbish the turf on fields 2 and 3.~~ Turf refurbishment of the ~~meadow (carnival area) facilities used~~ will be an additional cost to the CFA beyond the ~~\$25,000 \$50,000~~ facility rental fee. ~~BCVRPD will seek three different bids for turf refurbishment of the meadow.~~ BCVRPD will accept the estimate from Cooper Turf Solutions Inc. as a sole source contract due to the specialized services provided. Refurbishment activities shall commence on 06/03/2025 and be completed by 06/06/2025. The CFA will pay the contractor directly.

- E. CFA shall pay to BCVRPD a ~~\$25,000 \$50,000~~ facility rental fee, to be paid as follows:
- a. 25% non-refundable deposit due February 1, 2025
 - b. 25% non-refundable fee due March 3, 2025
 - c. 25% fee due April 1, 2025
 - d. Remaining 25% fee due May 29, 2025
- F. CFA shall be responsible for paying all vendors used for the Cherry Festival Event (e.g., lighting, traffic control, staffing, etc.) as well as paying the costs for any improvements to BCVRPD's property imposed by the City of Beaumont.
- a. CFA shall provide, at its expense, professional traffic control for the Event at the following locations:
 - i. Oak Valley Parkway entrances and exits
 - ii. Noble Creek parking lot
 - iii. ~~Any off-site parking locations~~ Should CFA gain permission to use other adjacent properties for parking, CFA shall provide traffic control services at their expense

6. INDEMNIFICATION

To the fullest extent permitted by law, each Party agrees to indemnify and hold harmless the other Party or Parties and their/its, public officials, governing board or body, officers, agents, volunteers, and employees against any and all third party claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, whether legal or equitable, including court costs and attorneys' fees, arising out of or resulting from such indemnifying Party's performance under this MOU and attributable to such indemnifying Party's negligence or intentional acts and that of its public officials, governing board or body, officers, agents, volunteers, or employees. Following a determination of percentage of fault or liability either by agreement among the Parties or by a ruling from a court of competent jurisdiction, the Party responsible for liability to the other Party or Parties will indemnify the other Party or Parties to this MOU for the percentage of liability determined.

7. INSURANCE

CFA, and any and all of its subcontractors or subconsultants, shall comply with the following insurance requirements during the term of this MOU:

- A. General liability insurance: CFA shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - 1. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. CFA shall file certificates of such insurance with the BCVRPD a minimum of sixty (60) days before the Event, which shall be endorsed to provide thirty (30) days’ notice to the BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the Event, the BCVRPD may deny access to the facility.
 - 2. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the BCVRPD’s self-insurance pool.
 - 3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CFA maintains higher limits than the minimums shown above, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by CFA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.
- B. Insurance Limits:
 - 1. \$10,000,000 General Aggregate

2. \$5,000,000 Per Occurrence
3. \$1,000,000 Automotive
4. \$1,000,000 Personal & Advertising Injury
5. \$1,000,000 Products Completed-Operations
6. \$1,000,000 Sexual Abuse and Molestation
7. Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- C. CFA shall provide BCVRPD with a Certificate of Liability Insurance and an Additional Insured Endorsement. The Beaumont-Cherry Valley Recreation and Park District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on CFA's and its subcontractors' and/or subconsultants' policies of commercial general liability and automotive liability insurance.
- D. CFA shall provide BCVRPD with at least thirty (30) days prior written notice of cancellation of any policy required by this MOU, except that CFA shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this MOU, CFA shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to BCVRPD at least ten (10) days prior to the effective date of cancellation or expiration.
- E. CFA's insurance policies shall each contain a provision stating that CFA's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by BCVRPD or any named insureds shall not be called upon to contribute to any loss.
- F. All required insurance coverages shall contain or be endorsed to provide waiver of subrogation in favor of BCVRPD, its officials, officers, employees, agents, and volunteers or shall specifically allow CFA or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CFA hereby waives its own right of recovery against BCVRPD, and shall require similar written express waivers and insurance clauses from each of its subcontractors and/or subconsultants.
- G. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve CFA from liability in excess of such coverage, nor shall it limit the CFA's indemnification obligations to BCVRPD and shall not preclude BCVRPD from taking such other actions available to BCVRPD under other provisions of the MOU or law.

- H. If at any time during the life of the MOU, any policy of insurance required under this MOU does not comply with these specifications or is canceled and not replaced, BCVRPD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by BCVRPD will be promptly reimbursed by CFA or BCVRPD will withhold amounts sufficient to pay premium from CFA payments. In the alternative, BCVRPD may cancel this MOU.
- I. BCVRPD may require CFA to provide complete copies of all insurance policies in effect for the duration of the term of this MOU.
- J. Neither the BCVRPD nor the BCVRPD Board of Directors, nor any member of the BCVRPD Board Members, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this MOU.

8. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, AND REGULATIONS

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

9. FORCE MAJEURE

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

10. COMPLETE AGREEMENT

The Parties agree that this MOU constitutes the entire agreement of the Parties regarding the subject matter hereof and that no prior agreement or representation, written or oral, regarding the subject matter hereof shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by all of the duly authorized representatives of the Parties hereto.

11. AGREEMENT BINDING

The Parties agree that this MOU shall be binding upon the successors and legal representative of the Parties hereto. No Party shall assign this MOU or any of their respective rights, obligations, or interest in it.

12. TERM

The term of this MOU will begin on the Effective Date and continue through December 31, 2025.

13. TERMINATION

Either Party may terminate this MOU with or without cause until April 1, 2025, upon thirty (30) days advanced written notice.

14. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivered to the Parties as follows:

CFA:

BCVRPD:

15. ELECTRONIC SIGNATURES

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

16. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties are signing this MOU on the date set forth in the introductory clause.

CHERRY FESTIVAL ASSOCIATION

President, **Dan Roush**

Date

BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT

General Manager, **Michael "Mickey" Valdivia**

Date



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Finance Report

Agenda Item No. **7.1**

-
- The Finance Committee met Monday, January 6th, 2025
 - Property Tax Disbursement –
 - Report for December 2024 has not been posted as of January 3rd, 2025.
 - Completed the Transfers
 - Reserve - \$5,000.00 – December 2024
 - Money Market - \$7,500.00 – December 2024
 - Project Account – \$65,000.00 – Redistricting
 - Finance Department (December 2024)
 - Received - \$400,000.00 from Riverside County UCI Grant (Danny Thomas Ranch)