



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

**Thursday, September 12<sup>th</sup>, 2024  
Regular Meeting: 5:05p.m.**

Chairman  
Chris Diercks

Vice-Chair/Secretary  
Denise Ward

Treasurer  
John Flores

Directors  
Dan Hughes  
Richard Lawhead

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.  
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.**

**PLEASE NOTE THE VENUE CHANGE, DUE TO THE FIRE CAMP, THE  
BOARD MEETING WILL BE HELD AT THE FOLLOWING LOCATION:  
CHERRY VALLEY GRANGE  
10478 BEAUMONT AVENUE  
CHERRY VALLEY, CA 92223**

**REGULAR SESSION:**

**1. CALL TO ORDER:**

Chairman Diercks, Vice-Chair/Secretary Ward, Treasurer Flores, Director Hughes, Director Lawhead

1.1. Adjustments to the Agenda:

**2. PRESENTATIONS:**

2.1. Ryann Flores, Activities Manager

2.2. Boots, Brews and BBQ Bash Participants

**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](mailto: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 August 14, 2024

4.2. Bank Balances for August 2024

4.3. Warrants for August 2024

4.4. Payment of the Legal Invoice for July 2024

4.5. Approval to Increase the Price for Memorial Services at Noble Creek Community Center to \$500

4.6. Approval of Contract for J&R Landscaping for Bogart Regional Park not to exceed \$25,000, by General Manager

**5. GENERAL COUNSEL REPORT:**

5.1. General Counsel, Albert Maldonado



6. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**
  - 6.1. Approval of UCI \$400,000 Funding Agreement
  - 6.2. Approval of 2024-2025 CDBG Funding
  - 6.3. Authorization for Submittal of CDBG Application 2025-2026
7. **DEPARTMENT HIGHLIGHTS:**
  - 7.1. Sarah Salzman, Event Operations Manager
  - 7.2. Nancy Law, Executive Assistant
8. **GENERAL MANAGER REPORT:**
  - 8.1. General Manager, Mickey Valdivia
    - General Manager Employee Evaluation
    - November 5, 2024 Election Update
9. **CALENDAR OF EVENTS**
  - 9.1. Next BCVRPD Board Meeting: NCCC – October 9<sup>th</sup>, 2024, 5:00p.m.
  - 9.2. Next BCVRPIC Board Meeting: NCCC – November 13<sup>th</sup>, 2024, 5:00p.m.
  - 9.3. Committee Meetings
    - Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., next meeting November 6<sup>th</sup>, Beaumont Civic Center.
    - Finance Committee – Monday before Board Meeting monthly 9:00a.m. 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.
    - Government Liaison Committee – third Tuesday monthly 10:30a.m.
    - BYB/SB Meeting – first and third Tuesdays monthly 7:00p.m.
  - 9.4. Upcoming Holidays
    - Monday, November 11<sup>th</sup>, 2024 – ***Veterans Day***
    - Thursday, November 28<sup>th</sup> – ***Thanksgiving Day***
    - Friday, November 29<sup>th</sup> – ***Day After Thanksgiving***
  - 9.5. BCVRPD Events
    - Friday, September 13<sup>th</sup> – ***Foundation Golf Tournament*** at Morongo Golf Club at Tukwet Canyon
    - Friday, September 20<sup>th</sup> – ***End of Summer Staff Fiesta*** at Bogart Regional Park, 2:00p.m.
    - Thursday, October 3<sup>rd</sup> – Sunday October 6<sup>th</sup> – ***Oktoberfest*** at Noble Creek Regional Park
    - Friday, October 25<sup>th</sup> – ***Pumpkin Carve/Movie Night*** at Bogart Regional Park
  - 9.6. Community Events
    - Thursday, September 26<sup>th</sup> – ***Calimesa State of the City*** at Plantation on the Lake, 11:30a.m.
    - Wednesday, October 9<sup>th</sup> – ***Banning State of the City*** at Morongo Resort, 11:00a.m. – 3:00p.m.
10. **DIRECTORS MATTERS/COMMITTEE REPORTS:**
11. **TOPICS FOR FUTURE AGENDAS:**

**CLOSED SESSION:**

**12. CALL TO ORDER:**

- 12.1. Public comments regarding Closed Session
  - A.1. Conference with Legal Counsel – Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – 1 case.
    - A.1.1 Beaumont Woman’s Club

**RECONVENE**

- 13.1. Report out from Closed Session

**13. 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.
Etiquette Signs for Noble Creek Ball Fields	Aldrich	08/2023	Signs were installed August 1.
Installation of ProCam Keyless Entry System			Outside doors are active, inside doors to be completed soon.

**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 September 9<sup>th</sup>, 2024.

*Deidre Chatigny*

Deidre Chatigny, Clerk of the Board





# BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

## REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, August 14<sup>th</sup>, 2024

Regular Session: 1:05p.m.

Closed Session: 1:15p.m.

---

### MINUTES

This meeting is being held in person.

Remote access is available for the convenience of the public.

#### **Teleconference Location:**

Treasurer Flores joined the meeting from 4500 Multnomah Street, Los Angeles, CA 90032

#### **REGULAR SESSION:**

##### **1. CALL TO ORDER** at 1:58p.m.

###### **Roll Call:**

Director Lawhead: Present

Director Hughes: Present

Treasurer Flores: Present via Zoom

Vice-Chair/Secretary Ward: Present

Chairman Diercks: Present

General Manager, Mickey Valdivia and General Counsel, Albert Maldonado are Present.

**ADJUSTMENTS TO AGENDA:** There are no agenda adjustments.

##### **2. PRESENTATIONS:** There are no presentations today.

##### **3. PUBLIC COMMENT:**

*PUBLIC COMMENT OPENED AT:* 1:58p.m.

*PUBLIC COMMENT CLOSED AT:* 1:59p.m.

##### **4. CONSENT CALENDAR:**

4.1. Minutes of June 12, 2024

4.2. Bank Balances for June and July 2024

4.3. Warrants for June and July 2024

4.4. Payment of the Legal Invoice for May and June 2024

4.5. Approve Request from Best Best & Krieger for Increase in Rates for Legal Services

4.6. Total Compensation Systems – GASB Rates

4.7. Revised Agreement for Services between the City of Calimesa and BCVRPD for Recreation and Maintenance at Summerwind Park (BB&K Updates)

4.8. Secured Property Taxes Adjustment

Nancy Law stated that 4.2 through 4.6 and 4.8 were reviewed and approved through the Finance Committee.

Motion was made to accept items 4.1 through 4.8 with the exclusion of 4.7

*PUBLIC COMMENT OPENED AT:* 2:01p.m.

*PUBLIC COMMENT CLOSED AT:* 2:02p.m.

Initial Motion: Director Lawhead

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 5-0

General Manager Mickey Valdivia explained that there were some last-minute changes from CAPRI that we wanted added to the contract. The changes were for items such as: what happens if we close the gates and there is a car in the lot, clarifying playground inspection language, updates to the scope of services, etc. The agreement is in place, we have been providing services for about two weeks, Aaron Morris has completed a thorough inspection of the grounds and turned in a report, and we are ready to send our first invoice. The first copy of the agreement was approved and these are minor changes, the City of Calimesa has the changes. Director Lawhead pulled it because we hadn't really discussed it before this. Vice-Chair/Secretary Ward asked about the billing schedule.

Motion was made to accept item 4.7

Initial Motion: Director Lawhead

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 4-0

**5. GENERAL COUNSEL REPORT:** Albert Maldonado has nothing at this time.

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

6.1 *Thunder Alley RC Raceway Contract Review*

General Manager Mickey Valdivia opened by stating that he was asked by the Board at the June meeting to bring back options for the RC racetrack. The staff report presented gives a brief background of the establishment of the racetrack circa 2003, in a location north of the power lines. It started up top and there were noise issues that resulted in a move of the racetrack to its current location. It has operated under various (at least three) operators since then. It has been a good addition to the Parks District and it has come with challenges as well. Some of the challenges have been the same no matter who is operating the track. Logistics around parking, unloading, user friendliness, etc. have created concern for the District. The reality is that some of the same complaints have come from the equestrian folks, BYB members, and our staff. Mr. Trotter puts a lot of time and effort into the track, but as one of the first things you see when you come into the park, it does not set a good image because it is not always kept in great condition. We gave him an opportunity at the beginning of the year to engage in a 3-year contract as opposed to a 1-year contract, it stipulated that we would see improvements. This is the first time as a GM that he has recommended that the District exercise the option to get out of the Facility Use Agreement that we have with Mr. Trotter, giving him 90 days to vacate the area. Mr. Valdivia recommended that the Board ask any questions and then allow Mr. Trotter to have up to twenty minutes to address the Board, followed by questions and discussion, then public comment.

Director Lawhead asked if we are within our legal rights to terminate the contract. He wants to make sure everything is documented to show that the District has done everything to get compliance, and then he wants to know if we could anticipate any sort of battle regarding the lease. Mr. Valdivia assured him that he didn't want to put up the emails and photos unless the Board requested it, he has backup information available to defend the recommendation. Mr. Trotter has been in two in-person meetings with Mickey Valdivia and Noah Valdivia and he was aware that this was going to be the recommendation at the meeting. There are emails from the equestrian groups, Beaumont Youth Baseball, and staff regarding behavior associated with the RC racetrack. We have the opportunity, in the contract, to exercise a lease termination with 90 days of notice.

Albert Maldonado said that if the Board finds that the organization has failed to meet at least one contractual condition, the Board has the right to terminate the agreement.

Director Hughes said he appreciates Mr. Trotter's work out there, his main focus is that it is the first thing visitors see and no matter what happens, we need to do something about making that an experience so that when people come in, it looks nice. He asked Mr. Trotter, if he was not asked to vacate, what he intends to do about that particular issue.

Mr. Andrew Trotter addressed the Board and said that he was ready to do facility improvements when he signed the 3-year contract. He said he was planning to put in a new fence line, but it was going to cost \$11,000, a number he didn't expect. He said he met with Mickey before the July 1 deadline and it was extended, knowing that this item would be brought before the Board at the next meeting. Mr. Valdivia confirmed that information was correct, he suggested he hold off on putting that money in until after this meeting. Mr. Trotter has done his best to mitigate any issues with Staff, he lets his racers know that they need to be respectful, he doesn't think his group is the only one that has problems with parking, he does what he can but he cannot control the general public. They have a great group of racers and it is a niche hobby, but they bring many people from the local community as well as many different states and countries. It is a world destination, with racers from as many as 17 different countries. He looks forward to continuing to improve, with the intent to upgrade the facility as best as he can. The \$11,000 fence bill is tough for him, he was expecting landscaping kind of stuff as the facility improvements but he hasn't gotten that far yet to he is open for suggestions on how to resolve these issues.

Vice-Chair/Secretary Ward asked if we ask other facility users do improvements. Mr. Valdivia said that yes we do ask them to do clean-up days but to remember that Thunder Alley is the only for-profit business that we have, it's not necessarily the same. Some of the requests have been very reasonable, like there are plastic white chairs and old beat-up black chairs that we have asked to be replaced or removed and the effort has not been made to clean it up. There has been an ongoing discussion, it is not something new over the last three months. Mr. Trotter answered that he has removed the miscellaneous white chairs and there are still some public use chairs under the canopy. Vice-Chair/Secretary Ward asked if Mr. Trotter has storage, which he responded not really, just a small side on the side of the container where he keeps miscellaneous tools and equipment. He uses the container as his hobby shop. The chairs that he has unfolded are under the canopy and technically he could have them taken down.

General Manager Mickey Valdivia made a point to clarify that Mr. Trotter's intent was to stay and fulfill the 3-year agreement as signed. He said yes, it is a very tough, for-profit business that he is undertaking. He is susceptible to weather, events, etc., for 10% of the days he was open over 22 days, the District has asked him to close the hours of operation. All of those things dictate his bottom line. He had 11 people last week, at \$20 it doesn't bring much income. He supports and wants to be part of the community.

Mickey said that it is a good point, as we transition events to the meadow, it does impact him. He said, however, that we have been at this exact point before and there has not been any substantial changes in his opinion, he doesn't enjoy bringing this to the Board. He has received complaints from people at the dog park about dirt, but that is the nature of the track. Board members have voiced concerns as well. Staff is asking for direction so we can pivot accordingly. He is not hearing anything new that is going to be profound, he thinks we will be back in the same position in a year.

Mr. Trotter said that minus the chairs and some extra pipe that is against his storage area, he does his best. There is no trash floating around, he does his best to keep the property clean.

Vice-Chair/Secretary Ward asked how he deals with parking. She has been here with the whole equestrian area is full of campers and car parts, etc. He said that he does the best he can, he makes sure that any patrons staying overnight or setting jacks

down have a minimum of a dry camping fee for day use. Some people bring and set up trailers for their pit areas and those are mostly for day use. He said his racers do fill the horse arena parking lot. That has led to overcrowding during horse events, so he has been closed during all horse events. Mr. Valdivia added that the horse events are for our local group, Cherry Valley Horsemen's Association, our local taxpayers, so that is not a favor. The other group is Hemet Horseman's Association but our obligation is to our taxpayers first.

Mr. Trotter said that they have worked in previous years to schedule around events but this year they were asked to close completely for any horse events, even on practice days when he has only 4 or 5 people there.

Director Hughes said he would hate to see anybody leave but he would love to see some improvement in the way that things are done. If Thunder Alley stays, he needs to make it look aesthetically pleasing and act like it is his park as well. He needs to abide by the rules and regulations. He has heard complaints about his group parking anywhere, some horrible interactions with other people. There would have to be serious changes. The Board would give direction to the GM and if he doesn't abide by the rules, it should be taken up with the Board. We get complaints and he wants to make everyone happy and see what happens in the next couple months with some very serious conditions and no second chance if these are violated.

Director Lawhead said his opinion is that the job as directors is to support the staff. He is fairly new and hasn't witnessed it but the staff has and they are the ones who have to deal with it, they're the ones providing the information to make a legitimate decision. His opinion is going to be to support the General Manager and support what the staff wants and what they think is best for the park. The Board is there to provide oversight, finances, that kind of stuff, but they hire a GM and staff to run and operate these things and it is important and incumbent on directors to support their decisions unless they see something totally outlandish. He's big on documentation and making sure we cover everything and it sounds like we have in this particular case.

Vice-Chair/Secretary Ward said she hates to see anything leave that has been there for 23 years. She said she'd like to give Mr. Trotter some time to do his improvements and finish out his lease so that gives him plenty of time to find a relocation place. Mr. Trotter clarified that his lease is for three years. He said he was hoping for an exit strategy, if the Board decides to kick him out, to give him time to recoup some finances or find someone else who has more means and ability to manage it. He'd like to keep the track there and maybe offload some materials if the Board feels that might be a better option.

Vice-Chair/Secretary Ward mentioned that when she has been there for Thunder Alley events, there always seemed to be a disturbance, or always an issue whether it's parking, arguing with different users, or a poor appearance. She said she'd like to give him a chance in the next couple of months to clean it up the best he can with safety, security, and appearance. She'd like him to tell his users not to have a problem with parking payments. Every person who enters the park has to pay the fee and there is a reason for that. She would like to give him at least to the end of December. Mickey clarified that if they don't go with the recommendation to terminate that he legally has a right to stay until the end of his lease, which is December 31<sup>st</sup>, 2026. The recommendation is to give him until December 31<sup>st</sup>, 2024. She said this gives him a couple months to clean up and relocate.

*Treasurer Flores left the meeting and is expected to return.*

Chairman Diercks said he agreed with Vice-Chair/Secretary Ward and Director Lawhead. Staff has been diligent about trying to get things corrected and they apparently haven't been corrected. The staff has paperwork and email and pictures and it is an eyesore when you pull into the park. It never looks good. When he does have events, people park wherever they want. One time they parked on the meadow and destroyed the meadow with big trucks.

Mr. Trotter said the Danny Thomas Ranch would be a good place for relocation but was told that the infrastructure is not there, that would be a long way off in the future. He said that in response to some of the things said, he paid for a broken sprinkler when the trucks damaged the meadow, it was for a huge event, he is sorry it was damaged. He wouldn't think it was any different than having a carnival or food trucks. Since then, they have had zero events on the meadow, Noah sent an email when one person decided to park on the meadow and somebody came through before he had a chance to get to them. He does his best to keep people in the right places, not blocking bathrooms or fire lanes, that's part of his morning routine. He posts information about parking dates on Facebook and is fully transparent with the public and he tries to resolve issues where he can. He doesn't have many other options for parking. The general public is lazy so they park wherever they want. He has documented pictures of him hosing down the sidewalk at least once a month. He agrees the fence line does look rough but he thinks \$11,000 could go toward something else to make it more aesthetically pleasing.

Director Hughes asked if, in the time that he has been here, he has participated in events to give back to the District. Mr. Trotter responded that he has not participated in the golf tournament and that he has done one of the Arbor Day events and he thinks he did one more event. Financially he is barely able to pay the bills to keep the place open without putting himself in debt. It is a tough business.

Mr. Valdivia said along those lines, if we extend it or give the option to another operator, we will repeat a never-ending cycle that we seem to keep going through. He said part of it may just be the logistics of where it is located. Maybe there is an opportunity to have it in a different location, but if we continue where it is, we are going to end up with the same challenges. It's no different than it was with Rob Jackson. These guys work very hard. Mr. Trotter's effort and tenacity the day of the events is not in question. The aftermath is what we are seeing and it doesn't look as appealing as it should be.

Mickey mentioned, again, that in his 14 years as General Manager, he has never brought a staff report before the Board to terminate an agreement with one of our facility users. He has given Mr. Trotter and the previous operators more than ample time to make the appropriate pivots. We are in the business of recreational opportunities; no other special district has an RC racetrack in their repertoire like we do. He has exhausted all his options to try and make it work and he is not enjoying this but in reality, this is the business we're in. It is an eyesore at the entrance of the park.

Mr. Trotter mentioned that there are five RC car tracks in Southern California up to Santa Barbara and four of those are on public properties. That's pretty much the only way they are able to sustain something of this venture. He said they would have to move the infrastructure if they find a new location. It would cost to move the tables, chairs, driver stand, electrical, (mainly electrical would be the most expensive), bringing in dirt, etc. He said they'd likely go away from the driver stand that's there and use some kind of storage container and then build around it. He is under the impression that he owns everything inside the fence line. Mr. Valdivia confirmed that that is correct.

Noah Valdivia, Athletic Facilities Manager, added that there are a lot of documented emails between him and Andrew Trotter, but there were also phone calls and other discussions. We've had equestrian events or baseball tournaments here and parking has been an issue. He's not the only one who has had issues with that. But there have been times where folks on the meadow are changing out cars, getting gas on the grass and killing the grass, unwanted guests in the equestrian area. He's under the impression that we've never given permission to have dry camping in the equestrian area. We have designated spots for camping. It is supposed to be closed for Cherry Valley Horseman's Association, Hemet Valley was gracious enough to let them operate whether it's practice or an event the same day. He believes that the one day Mr. Trotter mentioned where there was overlap was not the only time it happened, it was a constant battle. Like Director Hughes said, there would have to be a drastic change



in order to go against the recommendation. Noah said there have been others in his position and it always seems to be very difficult and the situation is the same with the former staff. Aaron Morris has had trouble with some of those parked at horse arena parking and he asks if they're with the RC track and several times the response is yes.

PUBLIC COMMENT OPENED AT: 2:44p.m.

PUBLIC COMMENT CLOSED AT: 2:45p.m.

Motion was made to accept item 6.1

Initial Motion: Director Lawhead  
Second: Vice-Chair/Secretary Ward  
Director Lawhead: Aye  
Director Hughes: Aye  
Treasurer Flores: Abstain  
Vice-Chair/Secretary Ward: Aye  
Chairman Diercks: Aye  
Result of Motion: Motion Carries 4-0

Director Hughes asked to add a comment before voting: He was hoping that Mr. Trotter would be able to stay and that things would work out but like the GM said, he didn't hear a lot of that. He thinks it puts the Board in a difficult situation because they have to abide by staff recommendations because they don't see that stuff every day. Like Director Lawhead said, the Board is doing policy and other stuff; he was hoping he would hear that and he hopes the best for Mr. Trotter, if there's anything we can do, he would love to hope that we would help out so he has to stay on the side of the staff.

6.2. *Sample Contract with the Cherry Festival Association for Potential Long-Term Agreement*

General Manager Mickey Valdivia said that we are not asking for any action here, we have a sample agreement that has gone through our attorneys. The highlights are that it is more of a long-term agreement (five years) than the one-year agreement the District signed with the Cherry Festival Association earlier this year. The monetary amount is pretty much the same, however we are going to try to build in an escalator. The biggest part is the insurance piece, we are asking for \$5 million- and \$10 million-dollar insurance policies at the recommendation of CAPRI. That is the biggest thing the Cherry Festival Association is going to have to agree to if we move forward with an agreement. Mr. Valdivia recommends that the Chairman send this to committee as a starting point for us to sit down and chat with them. They may come back and offer a three-year agreement or maybe they'll come back with ten years. The recommendation from staff is that the General Manager along with two members of the Board form a committee to hammer out all the nuances and bring something back before the end of the calendar year. That way, they can get something submitted back to the City of Beaumont if we do come to terms. This will prevent us from falling back into the same cycle of doing things last minute. This is not about a presentation and final analysis of the Cherry Festival. This is the kickoff to officially start negotiations with the Cherry Festival Association.

Chairman Diercks agreed that we should form a committee because there is a lot to go over and talk about. We solved a lot this year but there are a lot of issues that may come up moving forward. Director Lawhead asked if we could add it to one of the existing committees and Mr. Valdivia left it up to the Board. Chairman Diercks said that he thinks we should form a separate committee. There is a lot to be done and he would like to have most of it done by the end of November because there is the possibility of a board change in December. Mickey said that is more than a fair timeline for us to hammer out the nuances. There is not much to negotiate, the time frame, the price with the built-in escalator, he doesn't want to lock in \$25,000 for five years, the insurance piece, and the potential addition of field 1. Because of Oktoberfest and Boots, Brews and BBQ we are already equipping that area to the new standards. Adding field 1 would not be a big change for us. We did a really good job with parking so there isn't much to negotiate. Mickey feels that it could be done in

one or two committee meetings before we bring something back, by October at the latest.

Chairman Diercks offered to be on the committee and Directors Hughes and Lawhead also said they would be interested. Director Lawhead yielded to the senior member and will serve as an alternate.

Vice-Chair/Secretary Ward asked if we have started the profit/loss for the Cherry Festival event. Mickey told her that yes it has been started, he has seen the number range from \$350,000 all the way down to \$90,000, with a \$100,000 reimbursement coming from the City of Beaumont and an additional \$40,000 in grant funding from the Supervisor's Office. The District did things that were "for the Cherry Festival" that benefit us beyond the event. He is trying, in fairness to the Cherry Festival Association, to narrow down the very specific costs that only benefited the Cherry Festival. For example, the water flow test that was required by the fire department has nothing to do with our other events, we sent them that bill. There were things like the Booze Crew helping us out with parking and staffing so that's Cherry Festival only. We trimmed our trees which will benefit Oktoberfest, they're the same driveways for things like that so it is kind of subjective. In all fairness to them, he sent them the \$350,000 number and said we're still negotiating it, the latest iteration sent yesterday was for \$95,000, and there are still numbers in there that he will negotiate with them. They may pay a percentage so the short answer is that it is getting close.

Vice-Chair/Secretary Ward responded by asking if any overages that come out of our pocket come out of a contract line item. Mr. Valdivia responded by saying that it came out of a general fund, because we signed it so late, in March of 2024. The budget cycle was almost over, it had only three months left and we didn't have a Cherry Festival line item in it. We kind of did internal adjustments and didn't really start the balanced budget until July 1<sup>st</sup> of 2024. He intends on bringing the whole report to the Board all at once, he doesn't want to present it piecemeal. He wants to bring the final contract, final numbers, and final analysis all at the same meeting. He said we will try to have something before the October meeting, definitely before the change in guard.

Vice-Chair/Secretary Ward asked if we could see something at the next Board meeting. She doesn't want it to go too long without answers.

*PUBLIC COMMENT OPENED AT: 2:56*

*PUBLIC COMMENT CLOSED AT: 2:57*

No action was taken on item 6.2.

*6.3. Rejection of all Bids Returned for RFP for Landscape Maintenance Contract*

General Manager Mickey Valdivia, per the new procurement policy, explained that we created a scope of work that included Noble Creek, the Grange, Bogart Park, Summerwind and 4<sup>th</sup> Street. We narrowed down the bids that we did receive but the numbers were higher than the budget we projected. We recommend rejecting all bids and returning with a revised scope. Our staff will continue to perform these duties as we have been doing. Mickey likes to have a blend of staff and private sector, deployment of assets and resources to get our facilities up to par, we are simply not there yet. Our projections versus the reality of doing this were on two different pages. He is proud of the organization for adopting the procurement policy, it is a good reflection of the Board as far as transparency goes. We are simply not awarding big contracts to certain people; this was a very fair process. Even though we are not recommending awarding it to anybody, we will revise the scope, take things out, and bring it back to this body to see if we can get closer to the number. The only contract staff we have is with John Treadway and he does the landscaping up here with a small contract, about \$10-\$12,000. The budget is \$50,000 for Noble Creek and \$35,000 for Bogart Park.

Director Hughes said he thinks it's a wise decision.

*PUBLIC COMMENT OPENED AT: 2:59*

*PUBLIC COMMENT CLOSED AT: 3:00*

Motion was made to accept item 6.3

Initial Motion: Vice-Chair/Secretary Ward

Second: Director Lawhead  
Director Lawhead: Aye  
Director Hughes: Aye  
Treasurer Flores: Abstain  
Vice-Chair/Secretary Ward: Aye  
Chairman Diercks: Aye  
Result of Motion: Motion Carries 4-0

6.4. *Adoption of Resolution of Intention to go to By-District Elections*

General Counsel, Albert Maldonado presented the Board with the report. on May 2<sup>nd</sup>, the District received a letter from Shenkman and Hughes alleging a violation of the California Voting Rights Act because all the seats on the District Board are elected at large. It alleges that that is a violation of the California Voting Rights Act, it urged the District to voluntarily decide to go to by-district elections. It is very costly to defend these kinds of lawsuits. Very few public agencies have ever successfully defended a lawsuit like this. It is his recommendation that, instead of fighting it in court and paying all of the legal fees associated, he thinks it is best to voluntarily go to a by-district system. He has drafted and presented a resolution declaring the District's intent to voluntarily go to by-district by December 21<sup>st</sup>, 2024. That date is the result of a phone call Albert had with Mr. Shenkman who wrote the letter. They negotiated that amount of time and Mr. Maldonado will be sending the District a memo under attorney client privilege that will let the Board know what is involved and how to move forward. The requirements will include offering two public hearings before drawing maps to get input from the public, followed by two additional public hearings over a 45-day period, then the Board will need to pass a resolution to adopt the maps. The first election where the by-district system will take effect will be in 2026. Albert said that he will provide two different demographer companies with experience in drawing district maps, he said it will save the District money if they choose to use a company other than Best Best and Krieger, who also have the expertise to draw boundary maps.

Chairman Diercks asked what happens in 2026 when only two board members are up for reelection. Albert confirmed that the other three would stay on for the remainder of their term. They won't be subject to the by-district until 2028.

Director Hughes asked what the violation was. Albert told him that there is vote dilution among minority populations and the purpose of the act is to create districts where it is easier for a minority candidate to win, it doesn't guarantee a win but it makes it easier. One example given by Mr. Shenkman in the letter was Armando de la Cruz. He was appointed to his position and then when he ran when his term was over he did not win. He pointed to that example and said that it was a Latino candidate who did not win a seat on the Board as an incumbent. His argument is that this is evidence of vote diversion.

The Board continued to discuss and determined that it sounds like a "no win situation" and an expense that we don't need to potentially fight a losing battle. Albert estimated that the overall cost for hearings, staff time, a demographer, etc. will be give or take \$30,000. In addition to that, Mr. Shenkman could submit a claim to us for the time it took him to prepare the letter to send to us. As long as we do what he has outlined by the December 21<sup>st</sup> date, he's capped himself at \$30,000. He has to submit receipts and we would only owe him for the actual amount of time at his rates to pay him, but he would be capped at \$30,000. It may potentially cost \$60,000 in total, if it was a lawsuit, it would easily cost \$150,000-\$200,000 or more.

Vice-Chair/Secretary Ward asked Albert to confirm if Mr. Shenkman was a member of the public, a law firm, and he responded that it is a law firm that has sued over 300 public agencies.

General Manager Valdivia asked Albert to expound on the reality of district vs. at-large seats. Mr. Valdivia sits on a board for another agency that was directly created by the State legislature so they have 2 at-large seats and 5 districts; while they are a special district they have different rules. Cities also fall under a different set of codes and guidelines. He started looking at other districts like us (Valley-Wide for example)



and they don't have any at-large seats so Albert did some research and Mickey asked him to share what he found.

Mr. Maldonado said that he looked into preserving one or maybe two at-large seats and he found that the government code lays out the provisions for cities and specifically has language that they can have 4 out of 5 member seats on a council that are by-district with one at-large. The statutory language that governs parks and recreation has no specifically comparable language like that. The language for the law that governs the District says that all of the seats have to be by-district. He did not find any flexibility there.

Mr. Valdivia offered to do additional research, Valley-Wide has a five-member board in the 2024 election. Three are up for election, and they are all from separate districts, Division 2, Division 4 and Division 5. He said he feels like the District has a unique situation to say that we need representation in all the different places. He then walked them through some points about a demographer. There is software that can draw lines on a map based on demographic requirements (there are about 8 different categories per the Federal guidelines). The goal is to create equity in numbers so the demographer may take a hypothetical line and move it three blocks to change the female voter demographic for example, to create more equity. It's a very sophisticated model and he thanked BB&K for offering to help find a company that can do it in an effort to be conscious of the District trying to save money.

*PUBLIC COMMENT OPENED AT: 3:11*

*PUBLIC COMMENT CLOSED AT: 3:12*

Motion was made to accept item 6.4, to go to by-district elections by December 21, 2024

Initial Motion: Vice-Chair/Secretary Ward

Second: Chairman Diercks

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 4-0

6.5. *Approval of Second Amendment to the Employment Agreement between BVCRPD and Mickey Valdivia, General Manager*

General Counsel Albert Maldonado presented the ratification item, based on the Board-approved item from the June 12<sup>th</sup> meeting. It was not drafted in writing but it was presented here to the Board. The changes were read aloud, the General Manager received an increase in his salary (1/2 COLA increase of \$3,762.50 plus a 5% merit increase of \$8,750 for an aggregate increase of \$12,512.50) to \$187,512.50, an increase in his bank of administrative leave by 40 hours for a new total of 120 hours, and he will now receive the same family insurance that other District employees receive.

*PUBLIC COMMENT OPENED AT: 3:15*

*PUBLIC COMMENT CLOSED AT: 3:16*

Motion was made to accept item 6.5.

Initial Motion: Chairman Diercks

Second: Director Hughes

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 4-0

6.6. *Appropriations Limit for Fiscal Year 2024-2025*

Nancy Law stepped out so Mickey Valdivia presented the Gann limits report. He explained that the Gann limits take total appropriations for property taxes, multiplies by 2% and ensures that the District commits to not spending more than that. It is

something that is due annually. There is no financial action being taken, it just indicates that we will not spend more than the limits indicated in the staff report.

*PUBLIC COMMENT OPENED AT: 3:18*

*PUBLIC COMMENT CLOSED AT: 3:19*

Motion was made to accept item 6.6.

Initial Motion: Director Hughes

Second: Vice-Chair/Secretary Ward

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 4-0

6.7. *CalPERS Pay Scale for Fiscal Year 2024-2025*

General Manager Mickey Valdivia presented the CalPERS staff report stating that their regulations require that employee salaries are adopted by the Board and made publicly available so there is a pay scale included for their review. Staff recommends that the Board adopt the agency pay scale for fiscal year 2024-2025.

Vice-Chair/Secretary Ward asked if there was a comparable scale from last years pay rate range to this year's rates. Mickey told her that this is not a study, it is simply a validation to send to CalPERS and if she requests that we send her additional information we can do so.

*PUBLIC COMMENT OPENED AT: 3:20*

*PUBLIC COMMENT CLOSED AT: 3:21*

General Counsel Maldonado pointed out that there was a typo in the report, the General Manager's salary range should be from \$115,000 to \$188,000, not \$138,000. Vice-Chair/Secretary Ward asked who does the analysis and determines pay scales and compares them to other positions. Mickey clarified that the pay ranges first go through the Personnel Committee and then to the regular body. It is always included at the top of the job description. Recently the Board approved the pay scale for the Activities Manager, for example. Director Lawhead clarified that he thinks she was asking where we come up with the comparisons. Mickey told them that all municipalities have their pay scales posted. The practice of having a fiscal analysis is typical for a larger company of over one hundred employees, it is common practice when dealing with big unions. Typically, as we are smaller we do internal comparisons to stay competitive. We look at like-size budgets and budgets, things like that. It is a range to cover experience, education, etc. Vice-Chair/Secretary Ward asked to see a comparison to see what like-positions are being paid. Mr. Valdivia clarified that this report is about reporting to CalPERS and stating that nobody will be paid outside of these ranges.

Motion was made to accept item 6.7 with the correction on the General Manager pay range.

Initial Motion: Director Lawhead

Second: Vice-Chair/Secretary Ward

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 4-0

6.8. *Approval of UCI \$400,000 Funding Agreement*

General Counsel Albert Maldonado made the recommendation to move this item to the September meeting because the requisite backup was not included in the agenda packet. He provided an update on the agreement and the Board agreed to revisit at the September meeting – or a special meeting if necessary.

**7. DEPARTMENT HIGHLIGHTS:**

7.1. *Noah Valdivia, Athletic Facilities Manager*

Noah discussed the highlights from the Department Highlight report. He mentioned the upcoming Boots, Brews and BBQ event, the Grange updates, ball field etiquette sign installation, Calimesa Movie Night, and the Hire District 5 program payments.

7.2. *Nancy Law, Executive Assistant*

Mickey provided kudos for Nancy who had to step out early. The pertinent finance information has been filtered through the finance committee.

**8. GENERAL MANAGER REPORT:**

8.4. *General Manager: Mickey Valdivia*

Thank you to everyone for participating in Strategic Planning, there are receivables that he is looking forward to discussing and sharing with the public at a meeting. It gave the District direction on what to focus on. There is an election coming up and these things can change but he is looking forward to doing a full-blown report. Albert looked into options for an ordinance for Bogart Park after another horse/bike rider incident on the trails. Mickey asked the Board if they would like to discuss options for staff to pursue a specific plan to prevent patrons from using the property. Albert explained an LA County ordinance that establishes a code of conduct for their parks. There is an option to ban patrons for a period of time depending on the conduct. Are the Board members interested in establishing something like that? The incident with the same individual on an electric bike prompted the horse riders to send another email documenting their concerns. The issue is the enforcement piece. We do not have park rangers to enforce any rule violations, without that capability, there isn't much we can do. We are not happy to have to discuss this issue but the individuals are very concerned about safety on the trails. We have a trails committee meeting with horse riders and bike riders and we are trying to mitigate the issues. Both sides are represented and want to enjoy the outdoors but it is hard to find a common ground. Director Lawhead suggested we do the signage, call the sheriff's department if there is a criminal action, we're too small to hire a ranger. The additional land potentially to be donated by Dr. Hardesty may allow the park to expand and the District can create additional equestrian-only or bicycle-only trails. The direction from the Board was to install a sign that reviews the rules, do everything we can to mitigate our exposure to liability, and let the public know what is acceptable and what is not.

A young man submitted an Eagle Scout project packet where he would create a platform at the maritime flagpole.

Movies in the Park were all successful, Staff worked hard to keep the work up while Mickey was out, Gail DeForge sent a thank you note for the flowers we sent, the District is professional and often helps families in need so he would like to thank the Board for that. Thank you again to Director Lawhead for opening his home to the Board and Staff and entertaining us.

**9. CALENDAR OF EVENTS:**

9.1. Next BCVRPD Board Meeting: NCCC – September 11<sup>th</sup>, 5:00p.m.

9.2. Next BCVRPIC Meeting: September 11<sup>th</sup>, 2024, 5:00p.m.

9.3. Committee Meetings:

- Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m.  
Beaumont Unified School District, next meeting September 4<sup>th</sup>, Beaumont Civic Center
- Finance Committee – Monday before Board Meeting monthly, 9:00a.m., 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.
- Government Liaison Committee – third Tuesday monthly, 10:30a.m.
- BYB/SB Meeting – first and third Tuesdays monthly, 7:00p.m.

9.4. Upcoming Holidays:

- Monday, September 2<sup>nd</sup> 2024 – **Labor Day**
- Monday, November 11<sup>th</sup>, 2024 – **Veterans Day**
- Thursday, November 28<sup>th</sup>, 2024 – **Thanksgiving Day**
- Friday, November 29<sup>th</sup>, 2024 – **Day After Thanksgiving**



9.5. BCVRPD Events:

- Friday, August 23<sup>rd</sup> and Saturday, August 24<sup>th</sup> – **Boots, Brews, and BBQ** at Noble Creek Regional Park
- Friday, September 13<sup>th</sup> – **Foundation Golf Tournament** at Morongo Golf Club at Tukwet Canyon
- Thursday, October 3<sup>rd</sup> – Sunday, October 6<sup>th</sup> – **Oktoberfest** at Noble Creek Regional Park

9.6. Community Events:

- Wednesday, August 14<sup>th</sup> – **State of the District**, Morongo Resort

**10. DIRECTORS MATTERS/COMMITTEE REPORTS:**

**Director Lawhead:**

He said that he didn't host the employee appreciation event, the board members all participated in money or something, so it wasn't him alone. Thank you for the card, it means a lot to hear the words but Staff are the ones that deserve the accolades. He is here sporadically compared to staff here every day, he knows they say thank you a lot but he truly means it. He doesn't want to pass up an opportunity to say thanks.

**Director Hughes:**

He will reserve his comments for now, he doesn't have anything because we are pressed for time.

**Treasurer Flores:**

Absent for comment.

**Vice-Chair/Secretary Ward:**

She echoes Director Lawhead's sentiments, she appreciates everything the staff does.

**Chairman Diercks:**

He wants to thank the staff for their hard work and the Board members for their hard work.

**11. TOPICS FOR FUTURE AGENDAS: None**

**CLOSED SESSION:**

**12. Public comments regarding Closed Session:**

*PUBLIC COMMENT OPENED at 3:51p.m.*

*PUBLIC COMMENT CLOSED at 3:51p.m.*

Adjournment to Closed Session at 3:51p.m.

**A.1. Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – 3 Cases

A.1.1 Attached is a letter received from Shenkman & Hughes, PC alleging violations of the California Voting Rights Act because of at-large district elections

A.1.2 Beaumont Women's Club

A.1.3 Noble Creek Regional Park Tree Accident

Closed Session began at 4:00p.m.

**13. RECONVENE**

Return from Closed Session at 4:15p.m.

**13.1 Report out from Closed Session – there were no reportable action items.**

General Manager Valdivia mentioned that the ball field/RV rates that were raised earlier in the year may be high according to general feedback from the public. Staff will do our own study and determine if it is feasible to adjust the rates accordingly to what the market will support. If there is ever a need to go above what was approved, it will be brought back to the Board for approval.

**14. ADJOURNMENT:**

Motion made to adjourn the meeting at 4:17p.m.

Initial Motion: Director Lawhead

Second: Director Hughes

*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
Etiquette Signs for Noble Creek Ball Fields	Aldrich	08/2023	Signs were installed in August 2024
Installation of ProCam Keyless Entry System			Outside doors are active, inside doors to be completed soon
BYB Recognition for Individuals	Hughes	08/14/2024	Proposed at August meeting

Minutes Completed on 8/28/2024

By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 8/31/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 52,783.31	\$ 457,487.96	\$ 598,632.56	\$ 193,927.91	
2 HCN Bank- Payroll Account	\$ 3,323.09	\$ 128,263.87	\$ 130,000.00	\$ 5,059.22	
3 HCN Bank - Project Loan	\$ 1,894.34			\$ 1,894.34	
4 HCN Bank - Bogart	\$ 8,218.69	\$ 12,042.77	\$ 6,882.50	\$ 3,058.42	
5 HCN Bank - Money Market	\$ 84,440.69	\$ 50,000.00	\$ 7,583.02	\$ 42,023.71	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 137,270.02	\$ 60,000.00	\$ 5,004.43	\$ 82,274.45	
7 HCN Bank - Quimby/DIF	\$ 33,208.09		\$ 39,069.92	\$ 72,278.01	
9 Riverside County Fund	\$ 333,335.50	\$ 440,000.00	\$ 115,497.62	\$ 8,833.12	
10	\$ 654,473.73	\$ 1,147,794.60	\$ 902,670.05	\$ 409,349.18	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 81,708.23	\$ 60,000.00	\$ 5,000.00	\$ 26,708.23	NOT to be USED
13 Capital Reserve	\$ 55,561.79		\$ 4.43	\$ 55,566.22	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 137,270.02	\$ 60,000.00	\$ 5,004.43	\$ 82,274.45	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 8/31/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 HCN Bank	\$ 55,293.49	\$ 18,874.34	\$ 64,291.78	\$ 100,710.93	

Beaumont-Cherry Valley Recreation & Park District

**Grant Balances**

As of 8/31/2024

	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	Working on Bid Package
20 County of Riverside Unincorporated Communities Initiative <i>Danny Thomas Ranch Infrastructure</i>	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	Awaiting Board Approval 9/12/2024 Starting Bid Package
21 Housing and Workforce Solutions CDBG 2023-2024 <i>Bnoble Creek Community Center ADA Restroom Project</i>	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Attending Class on 9/24/2024
22	\$ 758,031.00	\$ 108,335.00	\$ 58,266.00	\$ 699,765.00	



Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 8/31/2024

Beaumont-Cherry Valley Recreation & Park District

**Loan Balances**

As of 8/31/2024

		opened date	Funded	Payments	Balance owed	Notes/Comments
22	Citizens Business Bank 2020 Projects	11/6/2020	\$ 400,000.00	\$ 261,651.54	\$ 138,348.46	Yearly Payment - \$87,217.18 Last payment Due: 11/6/2025
23	Ford F150 XLT Maintenance Superintendent Truck	12/16/2019	\$ 45,792.00	\$ 45,792.00	\$ -	<b>Paid Off</b>
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
25	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 12,016.15	\$ 33,518.33	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
26	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 17,062.66	\$ 47,797.45	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
27	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 49,306.87	\$ 350,693.13	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
28			<b>\$ 994,124.29</b>	<b>\$ 403,836.86</b>	<b>\$ 590,287.43</b>	

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating	Beginning Balance				-900.00
08/01/2024	Check	127085	Michael Valdivia	Car Allowance - August 2024	-15.07
08/01/2024	Check	af07302025	HP Store	Insta Ink - Finance Printer	-600.00
08/01/2024	Check	127084	Dan Hughes	Director Fees - July 2024	-8,385.67
08/02/2024	Bill Payment (Check)	1002701218	CalPERS-OPEB	Accrued Liability (Unfunded Liability) - Rate Plan: 1357 - Monthly Payment	-9,046.00
08/02/2024	Bill Payment (Check)	1002701220	CalPERS-OPEB	Accrued Liability (Unfunded Liability) - Rate Plan:30080 - Annual Payment	-1,219.00
08/02/2024	Bill Payment (Check)	1002701222	CalPERS-OPEB	Accrued Liability (Unfunded Liability) - Rate Plan:26921 - Annual Payment	-275.00
08/02/2024	Bill Payment (Check)	1002701224	CalPers	Employee 457 Plan	-6,229.70
08/02/2024	Bill Payment (Check)	1002701226-227	CalPers	Employee Retirement Plan	-1,562.60
08/02/2024	Check	127086	Michael Valdivia	August 2024 - CalSTRS Contribution	-163.68
08/02/2024	Check	NL08022024	Instacart	Desserts/Drinks - Strategic Planning	-131.84
08/02/2024	Check	NL08022024	EPX	Fees - Credit Card Machine	-103.41
08/02/2024	Check	NL08022024	Blossom Flowers	Jerry Cody - Flowers - With Deepest Sympathy	-250.00
08/03/2024	Check	NL080320252	Jersey Mikes	Lunch - Strategic Planning - 8/3/2024	-166.25
08/05/2024	Bill Payment (Check)	127087	Rosalind Otero	CalPERS - Unfunded Health Payment	-539.69
08/05/2024	Bill Payment (Check)	127088	James J Hughes	CalPERS - Unfunded Health Payment	-153.36
08/05/2024	Bill Payment (Check)	80101208576	Waste Management of the IE	Utilities - Trash - Woman's Club	-263.02
08/05/2024	Bill Payment (Check)	80101209741	Waste Management of the IE	Utilities - Trash - Grange	-1,966.78
08/05/2024	Bill Payment (Check)	80101211056	Waste Management of the IE	Utilities - Trash - NCCC, Snack Bar, & Maintenance	-599.95
08/05/2024	Bill Payment (Check)	unum08052024	UNUM	Employee - Disability Insurance	-61.22
08/05/2024	Bill Payment (Check)	2180009G	SoCalGas	Utilities - Gas - Grange	-24.11
08/05/2024	Bill Payment (Check)	218009NC	SoCalGas	Utilities - Gas - NCCC	-25.17
08/05/2024	Bill Payment (Check)	2180069WC	SoCalGas	Utilities - Gas - Woman's Club	-486.30
08/05/2024	Bill Payment (Check)	Blue0805024	Blue Shield	Employee - Dental	-136.76
08/05/2024	Bill Payment (Check)	p24754QNRB	Frontier (10478 Bmt Ave5721) G	Monthly WiFi Service - Grange	-1,477.13
08/05/2024	Bill Payment (Check)	AF08052024	Webstaurant Store	Oktoberfest - Dimple Mugs	-277.04
08/06/2024	Check	kg08062024	Progressive Graphics	Bogart Staff Shirts	-500.00
08/06/2024	Check	127098	Robyn Gautschi	Refundable Security deposit - 07/27/2024 "Family Gathering" Grange	-500.00
08/06/2024	Check	127099	Terry Donnelly	Refundable Security Deposit Family gathering 07/28/2024 Grange	-250.00
08/06/2024	Check	127100	Deidre Chatigny	Refundable Security Deposit - EE Rate Deidre Chatigny 07/20/2024 NCCC Baby Shower	-500.00
08/06/2024	Check	127101	Cynthia Jimenez	Refundable Security Deposit - 07/13/2024 - NCCC - Baby Shower	-100.00
08/06/2024	Check	127102	Darlene Perrault	Refundable Security Deposit - 07/13/2024 Memorial Grange	-500.00
08/06/2024	Check	127103	Demetrius Sealie	Refundable Security Deposit - FG 0/27/2024 "Marrin's Birthday"	-500.00
08/06/2024	Check	127104	John DeLongchamp	Refundable Security Deposit - 06/22-06/23/2024 Tournament	-500.00

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

August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
08/06/2024	Check	MV8062024	Kate Royale	Bus. Meal - Personnel Committee - Dan Hughes, Denise Ward, Mickey Valdivia & Deidre Chaitgny	-83.43
08/07/2024	Bill Payment (Check)	127089	Kongthong Ketsouvannasane	Board Room IT Upgrades	-6,982.20
08/07/2024	Bill Payment (Check)	1213126866324	Colonial Life	Employee - Accident Insurance	-432.62
08/07/2024	Bill Payment (Check)	806017819618	SCE (700194594370)	Utilities - Electric - James Hughes Trailer (Caretaker)	-413.27
08/07/2024	Bill Payment (Check)	806017819642	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-420.92
08/07/2024	Bill Payment (Check)	806017819665	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-339.73
08/07/2024	Bill Payment (Check)	806017819709	SCE (700518137163)	Utilities - Electric - RV Park	-3,197.58
08/07/2024	Bill Payment (Check)	806017819728	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-540.68
08/07/2024	Bill Payment (Check)	vsp08072024	VSP-Vision Service Plan	Employee - Vision Insurance	-64.76
08/07/2024	Check	127105	Morgan Belknap	BBBB - Red Headed Cowgirl - Line Dancing Instructor - 1/2 Deposit	-250.00
08/07/2024	Check	127090	Michael Valdivia	Reimbursement - Traverse Phone cup holder, Strategic Planning Supplies 8/3/2024	-254.51
08/07/2024	Check	127091	Austin Gilmore	Adult Softball Umpire	-245.00
08/07/2024	Check	127092	Pete Gerlach	Adult Softball Umpire	-140.00
08/07/2024	Check	127093	Michael Ruffolo	Adult Softball Umpire	-175.00
08/07/2024	Check	127094	Javier E. Cota	Adult Softball Umpire	-105.00
08/07/2024	Check	127095	Austin Gilmore	Footwear reimbursement - Austin Gilmore	-150.00
08/07/2024	Check	NV08072024	Diamond Chevrolet Buick GMC	Oil Change/ Replacement of Rear Break Pad /Rotors - Chevy Traverse	-782.18
08/07/2024	Check	RF08072024	Walmart	Money Order - (2) day event - Boot, Brews & BBQ 8/23/2024 - 8/24/2024	-101.00
08/08/2024	Bill Payment (Check)	NL08082024	Nextiva	Monthly Telephone Service	-386.93
08/09/2024	Check	127108	City of Calimesa	Event - Vendor Payment for Movies at their own Facility	-45.00
08/12/2024	Check	NL08122024	Clover	Monthly Equipment Rental	-204.85
08/13/2024	Check	127109	Promotional Design Concepts	Inflatable Cowboy Boot 2-Day Rental Fee - Boots, Brews & BBQ Bash	-896.15
08/13/2024	Bill Payment (Check)	806018025165	SCE (700005100729)	Utilities-Electricity - NCCC, Woman's Club, Snack Bar, Maintenance, Grange, & Back Lot	-7,922.31
08/13/2024	Bill Payment (Check)	806018025206	SCE (700857153476)	Utilities - Electric - DTR	-76.97
08/13/2024	Bill Payment (Check)	p24757NFN2	Frontier (306 Sixth9910) WC	Monthly WIFI - Woman's Club	-136.76
08/13/2024	Check	MV08132024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
08/13/2024	Check	MV08132024	El Charro Authentic Mexican	Bus. Meal - Board Meeting Agenda Review - Mickey Valdivia, Chris Diercks	-46.00
08/13/2024	Check	NL08192024	California Special Districts Association	CSDA Conference - 9/9/2024 - 9/12/2024 (Diercks, Chris)	-860.00
08/14/2024	Check	af08142024	Amazon.com	(2) Boxes of Copy Paper	-89.60
08/14/2024	Bill Payment (Check)	102709699-700	CalPers	Employee - Retirement Plan	-7,507.15
08/14/2024	Check	MV08142024	Zoom Video Communication Inc.	Monthly Subscription - Mickey Valdivia	-15.99
08/14/2024	Check	AF08142024	Responsible Beverage Service	RBS Exam Fee (Alyssa Fuimaono)	-3.00
08/15/2024	Check	127110	Pete Gerlach	Adult Softball Umpire	-70.00
08/15/2024	Bill Payment (Check)	127111	Pro Care Landscape Services, INC.	Monthly Landscape Maintenance at Franco Gardens/ Woman's Club	-1,175.00
08/15/2024	Check	127112	Deidre Chaitgny	Reimbursement - Board Meeting Snack - 8/14/2024	-111.18

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
08/15/2024	Check	127113	Alyssa R Fuimaono	CPRS - Financial Sustainability - August 27th - August 29th, 2024 (Alyssa Fuimaono) Per-diem/Mileage	-472.06
08/15/2024	Check	127114	Javier E. Cota	Adult Softball Umpire	-140.00
08/15/2024	Check	127115	Michael Ruffolo	Adult Softball Umpire	-140.00
08/15/2024	Check	127116	Austin Gilmour	Adult Softball Umpire	-210.00
08/15/2024	Check	NLOKT08152024	Roll-Tickets.com	Oktoberfest - Beer Tickets	-269.64
08/15/2024	Check	DC08122024	Best Buy	Mac Laptop - Board Meeting ONLY use	-940.34
08/15/2024	Check	r08152024	Amazon.com	Joint Event Expenses	-1,444.74
08/15/2024	Bill Payment (Check)	08152024Arco	ARCO Business Solutions	Monthly Gas/Fuel - F150 (44,588)	-101.15
08/16/2024	Check	127117	Chris Diercks.	Director Fees - August 2024	-600.00
08/16/2024	Check	127118	Nicholas P Hughes	Nick Hughes - Hire D5	-750.00
08/16/2024	Check	127119	Cary Hewitt	Cary Hewitt - Hire D5	-750.00
08/16/2024	Check	r08162024	Fierce Panda Prints LLC	Half deposit for shirts Boots, Brews and BBQ Bash	-656.20
08/16/2024	Check	JG08162024	Ramona Tire	Vehicle Expense - (2) Tire Repairs - Chevy Truck	-50.00
08/19/2024	Bill Payment (Check)	127120	Cherry Valley Feed & Pet Supply	Pest Control - Feed for Pest Abatement	-126.03
08/19/2024	Bill Payment (Check)	127121	CPS HR Consulting	On going HR Audit Consulting	-436.25
08/19/2024	Bill Payment (Check)	127122	Awards & Specialties	Ryann Flores - Name Plate & Sarah Salzman - Business Cards (250)	-29.00
08/19/2024	Bill Payment (Check)	127123	Elite Fire Protection	Safety - Inspection of Fire Extinguishers at all buildings, All vehicles and Bogart - Annual (21 Units)	-1,242.17
08/19/2024	Bill Payment (Check)	127124	Dutch Touch Window Cleaning	Repair & Maintenance - Window Cleaning/Power Washing - Grange	-556.00
08/19/2024	Bill Payment (Check)	127125	MRC Smart Technology Solutions	Copier Qtrly Service Fee (overages)	-46.81
08/19/2024	Bill Payment (Check)	127126	All Purpose Rentals	Bogart - Rental of small excavator - Repair of Meadow leak	-29.10
08/19/2024	Bill Payment (Check)	127127	Gophix Gopher Control	Monthly Gopher Maintenance	-2,500.00
08/19/2024	Bill Payment (Check)	127128	Enova Creative Business Solutions	Event - Boots Brew and Bogart Bash- 24x36 Lawn Signs	-727.31
08/19/2024	Bill Payment (Check)	127129	Inland Kubota	Bogart - Kubota Tire Replacement	-849.91
08/19/2024	Bill Payment (Check)	127130	Swank Motion Pictures Inc.	Event - Movies Under the Stars - Cars Movie DVD (Calimesa)	-785.00
08/19/2024	Bill Payment (Check)	127131	Chadrick L. Halliday	2023 Audit - Financial Statement Audit Progress	-5,786.00
08/19/2024	Bill Payment (Check)	127132	PROCAM INC.	Security Alarm Monitoring w/ Alarm.com - Quarterly	-135.00
08/19/2024	Bill Payment (Check)	127133	Beaumont Do it Best	Repairs & Maintenance - (10) Mouse Traps - Bogart/Office, Pool Noodles & Wood- Movie Night Props	-169.17
08/19/2024	Bill Payment (Check)	127134	Cintas	Weekly Uniform & Janitorial Services	-3,843.23
08/19/2024	Bill Payment (Check)	127135	Capri	Workers Comp- Qrly Payment & First half of the annual contribution Liability insurance	-56,972.00
08/19/2024	Bill Payment (Check)	127136	Action True Value Hardware	Batteries and Gorilla Glue - Office / Movies Under the Stars	-65.13
08/19/2024	Bill Payment (Check)	127137	Acorn Technology Services	Monthly IT Service - Aug 2024	-2,810.00
08/19/2024	Bill Payment (Check)	127138	Beaumont Safe & Lock	Vehicle Expense - Employee Locked Key in Truck	-79.00
08/19/2024	Bill Payment (Check)	127139	Desert Quality Heating & Air Conditioning	Repairs & Maintenance - Woman's Club - A/C unit not getting cold - Unit for the theater area of the building has a defective compressor. Unit has had a lot of work done to it. Must Replace	-142.50
08/19/2024	Bill Payment (Check)	127140	Diamond Environmental Services	Event - Beets, Boots, & BBQ - Restrooms	-1,797.60



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

August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
08/19/2024	Bill Payment (Check)	127141	Romberg Tree & Landscape Service	(2) Pines Removed - Bogart	-1,800.00
08/19/2024	Bill Payment (Check)	127142	Napa Auto Parts	Vehicle Expense - F150 - Gas Caps	-18.85
08/19/2024	Check	127143	Michael Landingham	BBBB - Entertainment 08/24/2024 2 hours	-1,500.00
08/19/2024	Check	127144	Dlour Productions	Friday 08/23/2024 7 hrs & 08/24/2024 10 hrs (5 Guards Each Day) Deposit	-2,819.34
08/19/2024	Check	ss08162024	Sullivan Party Rentals	Event - Beer, Brat, & Bogart Bash - Marquee Letters	-902.00
08/19/2024	Check	127145	Archangel Protection Services	BBBB - Overnight Security (2 Guards )	-1,330.00
08/19/2024	Check	127146	Joseph B Malinowski	BBBB - Bluesuations Entertainment 08/24/2024 1 1/2 Hours	-850.00
08/19/2024	Check	127157	Enrique Corona	50% Deposit - Boots Brews and BBQ Entertainment (Sound/Lighting) Final Payment	-3,250.00
08/20/2024	Bill Payment (Check)	127147	ELROD Fence Company	Event - Cherry Festival - Materials and Labor for Fencing Install	-36,830.00
08/20/2024	Bill Payment (Check)	127148	Fierce Panda Prints LLC	Event - Beer, Brat, & Bogart Bash - Remaining T-shirt Deposit	-656.20
08/20/2024	Check	kg08202024	Responsible Beverage Service	RBS Exam Fee (Kaylee Gammell)	-3.00
08/20/2024	Check	af082024	ABC Server Training	ABC Server Training Class (Alyssa Fuimano)	-19.99
08/20/2024	Check	kg082025	ABC Server Training	ABC Server Training Class (Kaylee Gammell)	-19.99
08/21/2024	Bill Payment (Check)	127149	Huntington Bank	Monthly Lease Payment - Outcross & Ventrac	-2,582.00
08/21/2024	Bill Payment (Check)	127150	SFRS Electric	Repairs & Maintenance - Grounds - RV Park - NC	-1,526.00
08/21/2024	Bill Payment (Check)	127151	Traw Associates Consulting	Cherry Festival - Code Compliance Consultation	-2,500.00
08/21/2024	Check	127152	Taylor McCafferty	Water for office/event	-51.12
08/21/2024	Check	r08212024	Party Plus Rentals	Tent/Engineering for BBBB - 20x40 & 20x20 - Dance Floor - 16x18	-2,717.70
08/22/2024	Check	127153	Pete Gerlach	Adult Softball Umpire	-105.00
08/22/2024	Check	127154	Michael Ruffolo	Adult Softball Umpire	-105.00
08/22/2024	Check	127155	Austin Gilmour	Adult Softball Umpire	-245.00
08/22/2024	Check	127156	James W. Halbrook	Adult Softball Umpire	-70.00
08/22/2024	Bill Payment (Check)	2350009	SoCalGas	Utilities - Gas - Grange	-58.74
08/22/2024	Bill Payment (Check)	2350009nccc	SoCalGas	Utilities - Gas - NCCC	-22.84
08/22/2024	Bill Payment (Check)	80102442351	Waste Management of the IE	Utilities - Trash - NCCC	-2,126.33
08/22/2024	Bill Payment (Check)	80102442399	Waste Management of the IE	Utilities - Trash - Woman's Club	-153.36
08/22/2024	Bill Payment (Check)	80102442438	Waste Management of the IE	Utilities - Trash	-263.02
08/22/2024	Bill Payment (Check)	80102442490	Waste Management of the IE	Utilities - Trash - Bogart	-1,322.41
08/22/2024	Bill Payment (Check)	80102442540	Waste Management of the IE	Utilities - Trash	-1,380.11
08/22/2024	Bill Payment (Check)	p2475BW97Q	Frontier (390 Oak Pky0886) NC	Monthly WIFI Service - NCCC	-140.58
08/22/2024	Bill Payment (Check)	1002716566	CalPers	Employee - Health Insurance	-6,386.73
08/22/2024	Bill Payment (Check)	1002717103	CalPers	Employee - 457 Plan	-275.00
08/22/2024	Bill Payment (Check)	BH04523048	UMPQUA Bank	Chamber Breakfast (3) - Dan Hughes, Deidre Chatigny & Sarah Salzman, Monthly Subscription - Press Enterprise (Vaidwia, Mickey), Oktoberfest Mugs, (2) 85' TV & Wall Mounts and (1) pack of Transmitters	-4,415.06
08/22/2024	Check	NV08222024	Welder's Supply & Steel Inc.	Shirt Gun Compressed Air Tank Fills	-12.97

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

August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
08/23/2024	Check	127075	James Quintana	Boots, Brews, and BBQ - Entertainment Grand Junction	-2,500.00
08/23/2024	Check	127106	Scott Johnson	Boots Brews and BBQ Entertainment Winslow	-1,000.00
08/23/2024	Check	127107	Richard Brown	Boots Brew BBQ Entertainment (Rogue in Exile)	-1,000.00
08/23/2024	Check	127096	Morgan Belknap	Red Headed Cowgirl - Line Dancing Instructor	-250.00
08/23/2024	Bill Payment (Check)	08232024CV	Chevron	Monthly Gas/DSL - Chevy (51,490), Travers (75,383), F150 (44,291) Fuel(Gas Cans/Tank	-1,698.23
08/23/2024	Check	r08232024	Department of Environmental Health	BBBB Health Dept Fee	-1,965.50
08/24/2024	Check	127158	Taylor McCafferty	Event; Beer, Brat & Bogart -Staff Waters	-33.70
08/26/2024	Check	AF08262024	Stamps.com	Monthly Postage Fee	-19.99
08/26/2024	Check	NV08262024	Amazon.com	Public Administration Book	-62.20
08/26/2024	Check	AF08262024	Sheraton(hotel)	Hotel - Finance Conference (Fuimaono, Alyssa) - Additional charges - (looking into)	-921.47
08/27/2024	Bill Payment (Check)	127159	Slugg Bugg Pest Control	Bi-Monthly Pest Control	-795.00
08/27/2024	Bill Payment (Check)	127160	Beaumont Do it Best	Cherry Festival parking lot / Avila Tournament	-6,236.50
08/27/2024	Check	127161	Pete Gerlach	Adult Softball Umpire	-105.00
08/27/2024	Check	127162	Michael Ruffolo	Adult Softball Umpire	-175.00
08/27/2024	Check	127163	James W. Halbrook	Adult Softball Umpire	-175.00
08/27/2024	Check	127164	Austin Gilmour	Adult Softball Umpire	-210.00
08/27/2024	Check	NL08272024	GFOA	Membership Renewal - Law, Nancy	-160.00
08/29/2024	Check	127165	Deidre Chatigny	VIP Snacks - Boots, Brews & BBQ Bash - 8/23/2024 - 8/24/2024	-76.59
08/29/2024	Check	1002723501	HP Store	Insta Ink - Finance Printer	-15.07
08/30/2024	Bill Payment (Check)	127168	Michelle Emon	Custom (150) boy birds(30) girl birds - Beer Stein Engraved	-969.75
08/30/2024	Bill Payment (Check)	1002723490-491	CalPers	Employee - Retirement Plan	-7,263.21
08/30/2024	Bill Payment (Check)	1002723499	CalPERS-OPEB	Accrued Liability (Unfunded Liability) - Rate Plan: 1357 - Monthly Payment	-8,385.67
08/30/2024	Check	NL08302024	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-1,137.47
08/30/2024	Check	August 2024	Exact	Service Fee - Kiosk Bogart	-24.99
<b>Total for 10005 HCN Bank - Operating</b>					<b>-\$ 223,508.97</b>

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Bogart Park

August 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10050 HCN Bank - Bogart Park					
	Beginning Balance				
08/02/2024	Check	CCfees08022024	Clover(MRCH BNKCD)	Credit Card Fee %	-112.14
08/05/2024	Bill Payment (Check)	80101209358	Waste Management of the IE	Utilities - Trash	-1,768.47
08/19/2024	Bill Payment (Check)	5607	Cintas	Weekly Janitorial Supplies	-665.48
08/20/2024	Bill Payment (Check)	5608	SRS Electric	New Kiosk Building - Demo old Kiosk, Move gate loop, Swap Data 120 Volt Gate arm, and cameras	-7,580.00
08/22/2024	Bill Payment (Check)	p2475BW4BQ	Frontier (9600 Cherry3887) B	Monthly - Wifi Service	-140.25
08/22/2024	Bill Payment (Check)	807001450653	SCE (700558511896)	Utilities - Electric	-1,776.43
<b>Total for 10050 HCN Bank - Bogart Park</b>					<b>-\$ 10,160.27</b>



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT**  
[www.bcvparks.com](http://www.bcvparks.com)

**LEGAL INVOICES**

Best Best & Krieger, LLP

Invoice #1003065 General Legal Services (July 2024)	\$1,693.86
---	------------

**Total Invoices for approval - \$1,693.86**





BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. 4.5

**To:** Board of Directors  
**From:** Sarah Salzman, Event Operations Manager  
**Via:** Mickey Valdivia, General Manager  
**Date:** September 12<sup>th</sup>, 2024  
**Subject:** Approval of Memorial Rate Increase

### **Background and Analysis:**

The overwhelming majority of events that BCVRPD books are memorials. As it stands, a client will pay \$500 total but receives \$250 of that back from their security deposit. So, the district only gets \$250 every time a memorial is booked. We require 2 staff members for the 5-hour event as well. While we want to be the place people go to during tough times, we are also a business that needs to make money.

The event rates were increased at the beginning of this calendar year; however, the memorial rate was untouched. With these events being our heaviest hitter there needs to be a price increase in order for the district to make a small profit.

### **Fiscal Impact:**

This increase in price will directly benefit the Operating Account.

### **Recommendations:**

Staff recommends the board reviews and approves the memorial rate increase of \$250. We are proposing a \$250 refundable security deposit with a \$500 event fee. We still want to be the place our community can rely on during hard times, but this increase will mean that we can make a small profit.

**Respectfully Submitted,**

Sarah Salzman  
Event Operations Manager



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. **6.1**

**To:** Board of Directors

**From:** Deidre Chatigny, Human Resources Administrator

**Via:** Mickey Valdivia, General Manager

**Date:** September 12, 2024

**Subject:** Approval of UCI \$400,000 Funding Agreement

### **Background and Analysis:**

The Beaumont-Cherry Valley Recreation & Park District has been awarded \$400,000 from the Riverside County Board of Supervisors as part of the Unincorporated Communities Initiative program. This funding is specifically designated to support eligible infrastructure projects for unincorporated communities located within Riverside County. The County desires to enter into agreements with local agencies to provide funding for the delivery and implementation of vital and eligible infrastructure projects.

The County's Board of Supervisors approved funding for the District in the amount not to exceed \$400,000 at their March 1, 2022 meeting. The approved funding is for the construction of infrastructure improvements to install an eight-inch water line west to east from an existing well, and/or an eight-inch sewer from an existing stub located on existing westerly portion of the 120-acre Danny Thomas Ranch property, located at 37356 Cherry Valley Blvd, Cherry Valley, CA 92223.

The agreement stipulates that the estimated completion date is December 31, 2024. The estimated project cost is \$575,000 and the District funding amount could potentially reach \$175,000 depending on the total cost. Construction requirements are also included in the agreement and the project will be publicized for bidding, following all applicable laws for public works improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.

Best Best and Krieger has negotiated the agreement and the most recent version is attached.

### **Fiscal Impact:**

The District will receive UCI Funding from the Riverside County Board of Supervisors in amount not to exceed \$400,000 for water line and/or sewer installation at Danny Thomas Ranch.

### **Recommendations:**

Staff recommends that the Board approve the Agreement to receive UCI funding from the Riverside County Board of Supervisors.

Respectfully Submitted,

Deidre Chatigny  
Human Resource Administrator/Clerk of the Board

**COUNTY OF RIVERSIDE UNINCORPORATED COMMUNITIES INITIATIVE  
FUNDING AGREEMENT FOR DANNY THOMAS RANCH WATER AND SEWER PROJECT**

This Infrastructure Funding Agreement ("Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California, ("County") and the Beaumont-Cherry Valley Recreation and Park District ("Recipient"). County and Recipient are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, the Board of Supervisors of the County of Riverside ("County") and County departments are committed to providing support and funding derived from various sources, including but not limited to County general funds, to support eligible infrastructure projects and for the provision of services in unincorporated communities located within Riverside County; and

WHEREAS, to respond to service and/or infrastructure deficiencies that have been identified in unincorporated communities, which in turn affect the community as a whole, the County desires to enter into agreements with local agencies to provide funding for the delivery and implementation of vital and eligible infrastructure projects; and

WHEREAS, at their regular meeting on March 1, 2022 (Agenda Item 3-7), the County's Board of Supervisors approved funding in an amount not to exceed \$400,000 for Recipient to construct or cause to be constructed infrastructure improvements to install an eight-inch (8") water line west to east from an existing well, and/or an eight-inch (8") sewer from an existing stub located on existing westerly portion of the 120-acre Recipient-owned property known as the Danny Thomas Ranch located at 37356 Cherry Valley Boulevard, Cherry Valley, CA 92223 ("Project");

WHEREAS, County and Recipient desire to enter into this Agreement to set forth the terms and conditions under which the Recipient is to receive funding for Project completion; and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
  - 2.1 Attachment A — Project Scope
  - 2.2 Attachment B - Indemnification and Insurance Requirements
  - 2.3 Attachment C — Part 1: Project Monitoring and Reporting Requirements and Part 2: Construction Requirements
  - 2.4 Attachment D – Project Detail
3. Project; Scope of Work. Recipient shall be responsible for completion of all activities associated with designing, engineering, implementation, installation and construction of the Project, as described in **Attachment A**, on or before December 31, 2024 ("Project Completion Date"), by using funds received from the County in the amount provided in Section 4 of this Agreement. The Recipient shall also furnish timely reporting and documentation within the timelines and requirements provided in Part 1: Project Monitoring and Reporting Requirements, **Attachment C**. Under the provisions of the Agreement, the County shall bear

no responsibility for the Project, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Project.

3.1 **Project Signage.** Recipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Project site(s) and shall include the County's color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the County of Riverside's Unincorporated Communities Initiative and through an agreement with the Beaumont-Cherry Valley Recreation and Park District." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

#### 4. Funding.

4.1 County shall provide funding to Recipient in an amount not to exceed \$400,000 ("Award"), in one lump sum payment that shall be paid within sixty (60) days of the execution of this Agreement, for the completion of the Project. Recipient shall provide additional funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Project.

4.2 Recipient shall not be entitled to nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for the Project and makes up the entire amount which the County has approved to fund for the Project. Recipient shall not be entitled by virtue of this Agreement to consideration in excess of the Award amount and Recipient shall be responsible for any and all costs incurred over the Award amount for its implementation and completion of the Project. Any subsequent amendments to the Project scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of Recipient.

4.3 Should it be determined at any time by the Recipient or the County that the Recipient cannot, will not or is unable to complete the Project in accordance with the provisions of this Agreement on or before Project Completion Date, then the Recipient shall return 100% of the Award amount to the County within thirty (30) days of notification.

4.4 In the event the actual cost for Project is less than Award, Recipient shall refund the difference to County within thirty (30) days of Project Completion Date. Recipient shall return any Award funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of Project Completion Date, or upon request by the County, whichever occurs first.

5. Term. The Term of this Agreement shall commence on the date of approval of this Agreement by the Board of Supervisors and continue until Project Completion Date, unless sooner terminated as provided herein.

6. Recipient Compliance Obligations. The Recipient agrees to comply with the terms and conditions of this Agreement. The Recipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith.

#### 7. Contract Representatives.

7.1 **County Representative.** The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

7.2 **Recipient Representative.** The General Manager or Executive Assistant shall be the designated representative who shall administer this Agreement on behalf of the Recipient.



**8. Records and Audit.**

8.1 Recipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

8.2 If it is determined pursuant to audit or inspection that any funds provided pursuant to this Agreement have been improperly expended, Recipient shall reimburse the County within thirty (30) days the full amount of such improperly expended funds.

**9. Monitoring of Contract Compliance and Infrastructure Progress Reports.**

9.1 Contract Compliance. The Recipient shall comply with the monitoring arrangements set forth in **Part 1: Monitoring and Reporting Requirements, and Part 2: Construction Requirements**, attached as **Attachment C**.

9.2 Project Progress Reports. Recipient shall, as specified herein, provide quarterly reports detailing the Project's progress, including a financial status report and milestone progress report as described in **Attachment C**.

**10. Notices.** As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

**If to County:**

Riverside County Executive Office  
Attention: Stephanie Persi and Scott Bruckner  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA. 92501

**If to Recipient:**

Beaumont-Cherry Valley Recreation and Park  
District  
Attention: Mickey Valdivia  
390 West Oak Valley Parkway  
Beaumont, CA 92223

**11. Conflicts of Interest.** RECIPIENT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

**12. Nondiscrimination.** During any period in which Recipient is in receipt of funds from Recipient, Recipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race,

religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Recipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Recipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

13. Indemnification. The Recipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment B**.

14. Insurance. Recipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment B**.

15. Termination. The County may terminate this agreement upon a determination that Recipient is not complying with the terms and conditions of this Agreement. The County may withhold additional planned distributions of funding to Recipient pending receipt of requisite reporting requirements by Recipient to the County as described herein.

16. Compliance with Laws. The Recipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Recipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

17. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Recipient shall proceed diligently with the Project described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Status of Recipient. The Recipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed

that the Recipient (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Recipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

18.1 All acts of Recipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Recipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Recipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Recipient. At all times during the term of this Agreement, the Recipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

18.2 If in the performance of this Agreement any third persons are employed by Recipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Recipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Recipient. It is further understood and agreed that Recipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Recipient's assigned personnel under the terms and conditions of this Agreement.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

21. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

22. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

23. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

[Signature Provisions on Following Page]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:  
COUNTY OF RIVERSIDE, a political subdivision  
of the State of California

Mickey Valdivia  
General Manager, Beaumont-Cherry  
Valley Recreation and Park District.

By: \_\_\_\_\_ By: \_\_\_\_\_

Chair, Board of Supervisors

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:  
Clerk of the Board  
Kecia Harper

ATTEST:  
Clerk of the Board  
Deidre Chatigny

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy

(Seal)

APPROVED AS TO FORM  
County Counsel

APPROVED AS TO FORM  
General Counsel

By: \_\_\_\_\_ By: \_\_\_\_\_

## ATTACHMENT A - PROJECT SCOPE

### Scope of Work

Recipient will complete all planning, design, and procurement necessary to construct the Project. The Project consists of Mobilization and clearing of proposed work area, relocation of existing utilities, installation of approximately 2,140 linear feet of new sewer and water line with bedding and back fill, and joining and reconnecting existing 8" water line to main line.

### Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE PROJECT FUNDING AMOUNT (Not to Exceed)	RECIPIENT FUNDING AMOUNT	ESTIMATED PROJECT COST
1	Planning	\$0	\$10,000	\$10,000+
2	Design	\$0	\$7,000	\$7,000
3	Spec Review, Bid/Award	\$0	\$7,000	\$7,000
4	Construction	\$400,000	\$175,000	\$575,000
5	Admin Closeout	\$0	\$0	0
TOTAL:		\$400,000	\$0	\$599,000

### Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED COMPLETION DATE
1	Planning	Completed
2	Design	Completed
4	Spec Review, Bid/Award	October 31, 2024
5	Construction	December 31, 2024
6	Admin Closeout / Certificate of Occupancy	n/a

## ATTACHMENT B - INDEMNIFICATION AND INSURANCE REQUIREMENTS

### INDEMNIFICATION

#### A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Recipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Recipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

3. Recipient further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Recipient for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

#### B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Recipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Recipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Recipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Recipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Recipient. The cost for defense shall apply whether or not Recipient is a party to the lawsuit and shall apply whether or not Recipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Recipient.

2. Without affecting the rights of County under any other provision of this Agreement, Recipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by

agreement of Recipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Recipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

D. Recipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

E. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

### INSURANCE REQUIREMENTS

Without limiting or diminishing the Recipient's obligation to indemnify or hold the County harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the County as Additional Insureds.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Recipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Recipient shall purchase at his sole expense either 1) an Extended Reporting

Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Recipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

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

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

3. Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Recipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Recipient shall cause Recipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Recipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.



5. It is understood and agreed to by the parties hereto that the Recipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Recipient has become inadequate.

7. Recipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9. Recipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**ATTACHMENT C - PART 1**  
**PROJECT MONITORING AND REPORTING REQUIREMENTS**

Quarterly Progress Reports shall be submitted on the 21<sup>st</sup> of the month following the previous quarter. Quarterly reports shall be sent via e-mail to [RIVCOARPA@rivco.org](mailto:RIVCOARPA@rivco.org). The quarterly report shall include photographs and a brief description of the work performed during the reporting period, including construction status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement. The progress pay estimate for the reporting period shall be included as part of the quarterly progress report submittal.

## ATTACHMENT C - PART 2 CONSTRUCTION REQUIREMENTS

Recipient shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of Project.

2. To the extent that it has not already done so, the Recipient shall prepare or cause plans and specifications ("Plans") to be prepared for the Project prior to advertising Project for construction bids.

3. Provide County a copy of the engineering design cost proposal and associated design schedule for the Project.

4. Advertise and award a public works construction contract for the Project and begin construction per the schedules included in **Attachment A** of this Agreement.

5. Prior to advertising Project for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of Project. Assume sole responsibility for compliance with the requirements of all Regulatory Permits, including any amendments thereto, pertaining to the construction, operation and maintenance of Project.

6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of Project.

7. Prior to advertising Project for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain the Project.

8. Advertise, award and administer a public works construction contract for the Project pursuant to the provisions of applicable laws for public works of improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.

9. Certify and cause its contractor to certify, that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient and its Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient and its Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded.

For parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c. Direct support to the government and people of Ukraine.

To comply with this requirement, please insert your name and Federal ID Number (if available) on the Certification Form attached hereto, execute by a duly authorized representative for the contractor and return to the County.

10. The Recipient shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code and applicable laws relating to general prevailing wage rates.

11. Each contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Recipient as obligee and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure.

12. Provide County with written notice that Recipient has awarded a public works construction contract for Project. The written notice shall include the Contractor's actual bid amounts for Project, setting forth herein the lowest responsible bid contract amount.

13. Prior to commencing Project construction, provide to County:

a. A construction schedule which shall show the order and dates in which Recipient or Recipient's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and

b. A confined space procedure specific to Project. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5156 et seq. and COUNTY's Confined Space Procedures, SOM-18.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all working on the site.

15. Order the relocation of all utilities within Recipient rights of way which conflict

with the construction of Project and which must be relocated at the expense of who may have superior property rights.

16. Procure or caused to be procured insurance coverages during the term of this Agreement. Recipient shall require its Project construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to Recipient issuing a Notice to Proceed to its construction contractor(s) to begin construction of Project, an original certificate of insurance evidencing the required insurance coverage shall be provided to County. At minimum, the procured insurance coverages should adhere to the County's required insurance provided in **Attachment B** to this Agreement.

17. Construct, or cause to be constructed, Project pursuant to a Recipient administered public works construction contract, in accordance with the Plans, and pay all costs associated therewith.

18. Inspect Project construction or cause Project's construction to be inspected by its construction manager and pay all costs associated therewith.

19. Provide County with a copy of the Recipient's recorded Notice of Completion.

20. Keep an accurate accounting of all Project cost and provide this accounting to County with Recipient's Notice of Completion. The final accounting of construction cost shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, Recipient approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the Plans. Recipient shall be responsible to pay any amounts in excess of Award amount provided in this Agreement.

21. Refund to County, at the time of providing a Notice of Completion, any unexpended portions of Award amount within thirty (30) days of the Notice of Completion is filed for recordation.



**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S  
ACTIONS IN UKRAINE**

Prior to bidding on, submitting a proposal, or executing a contract, a party/contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the party/contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

**CERTIFICATION**

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Party/Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date</i>			









BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. **6.2**

**To:** Board of Directors:  
**From:** Nancy Law, Executive Assistant  
**Via:** Mickey Valdivia, General Manager  
**Date:** September 12<sup>th</sup>, 2024  
**Subject:** Approval of 2024-2025 CDBG Funding

### **Background and Analysis:**

On September 13<sup>th</sup>, 2023, the Beaumont Cherry Valley Recreation and Park District Board authorized staff to submit a grant application to Economic Development Agency (EDA), and Housing, Homelessness Prevention and Workforce Solutions (HHPWS) for a Community Development Block Grant (CDBG).

The project was submitted for Noble Creek Community Center ADA Accessibility Restrooms Project.

Staff projected construction project cost at or above \$200,000.00.

On July 31<sup>st</sup>, 2024 the District received an award notice for our CDBG Grant application in the amount of \$10,000.00

As a result of the award letter, the staff is seeking approval from the Board to accept the funding. Moreover, the staff is requesting Board approval to authorize the General Manager to enter into a project agreement with Housing and Workforce Solutions (HWS) to utilize the CDBG Grant funds for this specific project.

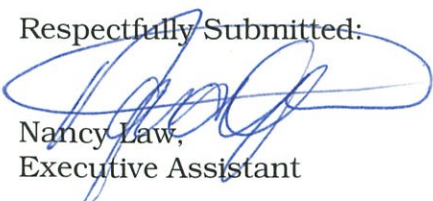
### **Fiscal Impact:**

When staff bids the project out, we may need additional funding to complete the project, these funds would come from Capital Improvements and staff will come back to the Board for approval, in addition staff is requesting approval for phase II funding opportunity to complete this project.

### **Recommendations:**

Staff recommends Board approve to accept the CDBG funds and authorize the General Manager to enter into an agreement with HWS Project file#5.116-24.

Respectfully Submitted:

  
Nancy Law,  
Executive Assistant



**Staff Report**

Agenda Item No. **6.3**

**To:** Board of Directors:

**From:** Nancy Law, Executive Assistant

**Via:** Mickey Valdivia, General Manager

**Date:** September 12th, 2024

**Subject:** Authorization for Submittal of Community Development Block Grant Application 2025-2026

**Background and Analysis:**

The Riverside County Economic Development Agency (EDA), and Housing and Workforce Solutions (HWS) are soliciting proposals for the 2024-2025 Community Development Block Grant (CDBG) program. Staff would like to apply for ADA deficiencies at Noble Creek Community Center inside restrooms. Applications are available now online and must be submitted by November 17<sup>th</sup>, 2023.

The 2022-2023 Community Development Block Grant that was submitted for Bogart Regional Park ADA Parking Lots Improvements in the amount of \$150,000.00 was approved for \$58,352.00 and staff has been working on this project to get the Meadow Parking lot up to ADA Standards

The 2023-2024 Community Development Block Grant that was submitted for Bogart Regional Park ADA Parking Lots Improvements Phase II in the amount of \$120,000.00 was approved for \$82,231.00 and staff will be working on this funding once accepted by the Board.

The 2024-2025 Community Development Block Grant that was submitted for Noble Creek Community Center ADA Accessibility Restrooms Project in the amount of \$200,000.00 was approved for \$10,000.00 and staff will be working on this funding once accepted by the Board

**Recommendations:**

Staff recommends that the Board approve and authorize the submission of the Community Development Block Grant Application for the 2025-2026 program years for Phase II of the Noble Creek Community Center ADA Accessibility Restrooms Project.

**Fiscal Impact:**

There will be no impact to the general fund, as the application will be completed on staff time.

Respectfully Submitted,

Nancy Law  
Executive Assistant





## Department Report

Agenda Item No. 7.1

**To:** Chairman and Board of Directors

**From:** Deidre Chatigny, Human Resources Administrator  
Sarah Salzman, Event Operations Manager

**Date:** September 12, 2024

**Subject:** August 2024 Department Updates

### **Report:**

#### **Activities Manager, Ryann Flores:**

- Thank you for all the opportunities for growth within the District. I will take everything I have learned with me.

#### **Assistant Maintenance Superintendent, Aaron Morris:**

- Bogart irrigation has been restored and is watering as intended.
- Maintenance staff will be shifting all in-house landscaping efforts to Noble Creek once the Bogart contract is signed for services to begin.

#### **Athletic Facilities Manager, Noah Valdivia:**

- We wrapped up our 2024 summer adult slow pitch season on September 8<sup>th</sup> and plan to begin our final season of the year on September 22<sup>nd</sup>.
- Staff has rallied together to help put on the 5<sup>th</sup> annual Foundation Golf Classic at Tukwet Canyon Golf Club on Friday, September 13<sup>th</sup>.
- The fall season for Beaumont Youth Baseball is beginning on September 9<sup>th</sup> and will run through November 22<sup>nd</sup>, 2024.

#### **Event Operations Manager, Sarah Salzman:**

- Boots, Brews and BBQ was a great success, we have received several positive comments from those in the community!
- Oktoberfest planning in underway and we are hoping for another great turnout.
- Our Pumpkin Carve at Bogart Park on October 25<sup>th</sup> will have a Movie Night addition, courtesy of Supervisor Yxstian Gutierrez's office.

#### **Human Resources Administrator/Clerk of the Board, Deidre Chatigny:**

- Hire District 5 Program – we have received payment for two additional employees and sent applications for two more, the total expected amount will be \$13,000 after our final payment comes in (pending approval).
- Open Enrollment will begin September 16<sup>th</sup> and run through October 11<sup>th</sup>.
- As of today, (72%) of the staff and (100%) of the Board have completed AB 1825 Sexual Harassment Avoidance Training.
- The District has 31 employees. Personnel changes include:
  - o New/Pending Hires:
  - o Resignations/Terminations:
    - Ryann Flores
- It has been 957 days since our last employee accident.

**Community/Networking:**

- Good Morning Beaumont Breakfast: Ryann Flores, Nancy Law, Noah Valdivia, Sarah Salzman
- Calimesa Chamber Breakfast: Ryann Flores, Nick Hughes, Sarah Salzman
- Banning Chamber Luncheon: Aaron Morris, Deidre Chatigny, Sarah Salzman, Ryann Flores, Nick Hughes
- Student of the Month Breakfast: Nick Hughes, Sarah Salzman
- San Gorgonio Pass Water Agency Board Meeting: Mickey Valdivia

**Upcoming Events:**

- San Gorgonio Pass Water Agency Board Meeting – Monday, September 16<sup>th</sup>, 6:00p.m.
- Banning Sunrise Breakfast – Wednesday, September 18<sup>th</sup>
- Calimesa Chamber Breakfast – Tuesday, October 8<sup>th</sup>
- Good Morning Beaumont Breakfast – Friday, September 13<sup>th</sup>
- Foundation Golf Tournament – Friday, September 13<sup>th</sup>

**Respectfully Submitted,**



**Deidre Chatigny**

**Human Resources Administrator/Clerk of the Board**



## **Finance Report**

### Agenda Item No. 7.2

- The Finance Committee met Monday, September 9<sup>th</sup>, 2024
  - Legal Invoices were reviewed.
- Property Tax Disbursement –
  - Report for June 2024 – (Final)– Total \$74,213.82 (June on average bring in
  - Report for July 2024 – (Final) – Current Secured, Prior Unsecured, Current and Prior Supplemental – Total \$41,283.80 (July on average bring in a total \$100,000.00 Distribution amount are down currently around 41%)
  - Report for August – No posting as of 9/7/2024 (August on average brings in a total of \$22,000.00)
- Completed the Transfers
  - Reserve - \$10,000.00 – August 2024
  - Money Market - \$7,500.00 – August 2024
- Finance Department (June/July 2024)
  - Paid Kongthong Ketsouvannasane – Board Room IT - \$6,982.20
  - Paid CAPRI – Qrtly Workman’s Compensation - \$9,218.50
  - Paid CAPRI – 1<sup>st</sup> Half Liability Insurance - \$47,753.50
  - Paid ElROD Fence Co. – Cherry Festival – Fencing Changes - \$36,830.00
  - Paid Beaumont Do it Best – Cherry Festival Parking Lot - \$6,236.50