



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

Wednesday, August 14th, 2024
Regular Meeting: 1:05p.m.
Closed Session: 1:15p.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.

Teleconference Location:

Treasurer Flores: 4500 Multnomah Street, Los Angeles, CA 90032

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:

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

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

4.1. Minutes of 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

5. GENERAL COUNSEL REPORT:

5.1. General Counsel, Albert Maldonado

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

6.1. Thunder Alley RC Raceway Contract Review

- 6.2. Sample Contract with the Cherry Festival Association for Potential Long-Term Agreement
- 6.3. Rejection of all Bids Returned for RFP for Landscape Maintenance Contract
- 6.4. Adoption of Resolution of Intention to go to By-District Elections
- 6.5. Approval of Second Amendment to the Employment Agreement between BCVRPD and Mickey Valdivia, General Manager
- 6.6. Appropriations Limit for Fiscal Year 2024-2025
- 6.7. CalPERS Pay Scale for Fiscal Year 2024-2025
- 6.8. Approval of UCI \$400,000 Funding Agreement

7. DEPARTMENT HIGHLIGHTS:

- 7.1. Noah Valdivia, Athletic Facilities Manager

8. GENERAL MANAGER REPORT:

- 8.1. General Manager, Mickey Valdivia
 - Strategic Planning Review
 - Bogart Park Ordinance
 - November 5, 2024 Election Update
 - Beaumont High School Commissary Agreement
 - Eagle Scout Service Project Plan at Bogart Park

9. CALENDAR OF EVENTS

- 9.1. Next BCVRPD Board Meeting: NCCC – September 8th, 2024, 5:00p.m.
- 9.2. Next BCVRPIC Board Meeting: NCCC – September 8th, 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 4th, 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 2nd, 2024 – **Labor Day**
 - Monday, November 11th, 2024 – **Veterans Day**
 - Thursday, November 28th – **Thanksgiving Day**
 - Friday, November 29th – **Day After Thanksgiving**
- 9.5. BCVRPD Events
 - Friday, August 23rd and Saturday, August 24th – **Boots, Brews, and BBQ** at Noble Creek Regional Park
 - Friday, September 13th – **Foundation Golf Tournament** at Morongo Golf Club at Tukwet Canyon
 - Thursday, October 3rd – Sunday October 6th – **Oktoberfest** at Noble Creek Regional Park
- 9.6. Community Events
 - Wednesday, August 14th – **State of the District** at Morongo Resort

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) – 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

13. RECONVENE

- 13.1. Report out from Closed Session

14. 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 August 10th, 2024.

Deidre Chatigny

Deidre Chatigny, Clerk of the Board



BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, June 12, 2024

Closed Session: 4:00p.m.

Regular Session: 4:30p.m.

MINUTES

This meeting is being held in person.

Remote access is available for the convenience of the public.

Teleconference Location: None

CLOSED SESSION:

1. Call to Order at 4:00p.m.

Director Lawhead: Present

Director Hughes: Present

Treasurer Flores: Present

Vice-Chair/Secretary Ward: Present

Chairman Diercks: Present

General Manager, Mickey Valdivia and Legal Counsel of Best, Best & Krieger, Albert Maldonado were present

1.1. Public Comment OPENED at 4:01

Public Comment CLOSED at 4:01

Closed session began at 4:01 p.m.

Return from Closed Session at 5:07

REGULAR SESSION:

Report out from Closed Session:

Albert Maldonado: The Board met in Closed Session and the only reportable action was that, by a unanimous vote, the Board voted to give the General Manager some additional salary and benefits, increasing the salary from \$175,000 to 187,512.50. He will also get additional insurance – dental and vision for a monthly allowance of \$116.71. He will also get 40 additional hours for the year for his administrative leave.

Albert excused himself at 5:09.

2. Roll Call: Call to Order at 5:09

Director Lawhead: Present

Director Hughes: Present

Treasurer Flores: Present

Vice-Chair/Secretary Ward: Absent (in the building/on her way)

Chairman Diercks: Present

General Manager, Mickey Valdivia was Present.

Invocation provided by Dan Hughes, *he asked to open and close the meeting in remembrance of Art Welch, who we lost about two weeks ago.*

Pledge of Allegiance led by John Flores.

3. ADJUSTMENTS TO AGENDA: None.

4. PRESENTATIONS:

3.2. Beaumont Youth Baseball All Stars and MVPs – Mickey provided background information: Circa early 2000's, BCVRPD began sponsoring the MVP award for the BYB/SB league. Director Ward, Chairman Diercks and GM Valdivia attended

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www.bcvparks.com

Closing Ceremonies to hand out the awards. Over the years we have had many male and female athletes continue on to play beyond BYB. The BYB leadership, coaches, volunteers, and team moms have supported the league and helped create good citizens for the community. Athletics is the venue that helps make productive citizens. Athletics and academics may help these young athletes earn scholarships. He thanked the parents for all the time they invested in their children and thanked the staff for their involvement this year. We pride ourselves on the fields and the state they are in (turf, grass, cleanliness), we work hard but there's always room for improvement. He introduced Jen Olson and gave her the floor.

Jen Olson thanked the Board on behalf of BYBSB and said she is so proud of the young ladies and men for their accomplishments this season. She wished them luck in their upcoming tournaments. She introduced the MVPs and congratulated all of the athletes and all players in attendance gathered for a group photo.

- 3.1. Mickey Valdivia thanked Bogh Engineering for their work at Bogart Park and the work they did to help the District prepare for the Fishing Derby in June. They are home-grown, local, talented contractors who do electrical, grading, concrete, etc. Their work helped us with slippage on the west slope of the pond. All of it was arranged through Russ Bogh who was willing to deploy resources in a short period of time to do \$20K-\$30K worth of work for the Foundation. They did a phenomenal job. It is worth nothing that this is not the first time Bogh Engineering has helped us out. Coy Walls, Justyn Walls, Roman Fuerte, and Russ Bogh were instrumental in the work and the District thanked them for their time and offered a small gift and a card to recognize them. Roman thanked the District for giving them a chance to work, he said any time we need them they're a phone call away.
- 3.3. BCVRPD CAPRI District Safety Award – Deidre Chatigny shared with the Board that the District has been awarded, once again, the CAPRI District Safety Award for scoring more than 90% on their visit. The District scored 99% and earned an excellent rating.

5. PUBLIC COMMENT:

- 4.1. Sandy Chatigny: Wanted to come in and share positive comments about her time working with the staff at the Cherry Festival. She said the staff is wonderful, they work well together, treated the event as their own, covered each other's backs, and put out fires all while working non-stop and showing good attitudes. They worked all four days, for very long hours, without complaining, doing everything they could to make the event as good as they possibly could. They respected the "old lady" and offered her lunch on Sunday. She commented on how they get along and take a personal interest in the community and at the District. She wanted to share because it's something you don't see at many jobs. She appreciated her time with them. She said the public comment was positive about the layout and the fact that there was no beer garden. Good job to the staff on their amazing job, it was her privilege to get to work with them.

CD: before the Cherry Festival there was a lot of work that went into making it a successful event. Sandy's daughter, Deidre Chatigny had a big hand in that.

- 4.2. Aaron Morris: Aaron is coming to the District as a grateful employee, he has been in college for 10 years and finally finished his Associates with the ability to transfer to a Cal State. Since he started his college career, life happens, he has had 5 kids his educational goals are now starting to reflect his work. He now has 3 AAs and 10 certificates (horticulture, turf management, landscaping). He is excited to be done with the drive to the desert. He has been with the District since 2010 and wants to thank Duane for supporting his pursuit of education. He wants to express gratitude to staff and the District for their support.
- 4.3. No additional public comment.

6. CONSENT CALENDAR:

- 5.1. Minutes of May 8, 2024

- 5.2. Bank Balance for May 2024
- 5.3. Warrants for May 2024
- 5.4. Payment of the Legal Invoice for May 2024
- 5.5. FY 2024/25 Budget
- 5.6. Approval of Procurement Policy – Second Reading
- 5.7. Approval to Change August 14th Board Meeting Time
- 5.8. Approval of FTE Position Additions and Updates

Nancy Law stated that 5.1 through 5.5 were approved through the Finance Committee.

Mickey Valdivia noted that 5.8 was approved through the Personnel Committee.

Mickey Valdivia added that 5.7 is a request to change the upcoming Board meeting time to 1:00p.m. Staff recommends approval of 5.1 through 5.8

Motion was made to accept items 5.1 through 5.8

Initial Motion: Director Lawhead

Second: Treasurer Flores

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 5-0

7. GENERAL COUNSEL REPORT: None, Albert Maldonado is absent.

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

7.1. Approval of Strategic Planning Meeting Date

Mickey Valdivia offered two dates, August 3rd or September 14th for Strategic Planning. The goal is to have the Board set project priorities; it has been delayed due to the focus on the Cherry Festival. The Foundation Board members will be invited to participate as well. Mickey will interview each member and then compile and present the information once it is complete.

Director Lawhead said the sooner the better, Chairman Diercks agreed. All five directors agreed to August 3rd, from 8:00 to noon.

PUBLIC COMMENT OPENED AT: 5:39

PUBLIC COMMENT CLOSED AT: 5:39

Motion was made to accept item 7.1

Initial Motion: Vice-Chair/Secretary Ward

Second: Director Lawhead

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 5-0

7.2. Approval of Workplace Violence Policy

Deidre Chatigny introduced a Workplace Violence Prevention Plan, it has been vetted by Best Best & Krieger. It is required for employers to establish, implement, and maintain a Workplace Violence Prevention Plan, effective July 1, 2024. Chairman Diercks asked for discussion, Director Lawhead asked if everything falls within the specific guidelines which General Manager Valdivia confirmed. He added that the Second Reading would be on the Consent Calendar in August. The policy was approved during the First Reading.

PUBLIC COMMENT OPENED AT: 5:41

PUBLIC COMMENT CLOSED AT: 5:41

Motion was made to accept item 7.2

Initial Motion: Director Lawhead

Second: Vice-Chair/Secretary Ward

Director Lawhead: Aye

Director Hughes: Aye
Treasurer Flores: Aye
Vice-Chair/Secretary Ward: Aye
Chairman Diercks: Aye
Result of Motion: Motion Carries 5-0

- 7.3. Approval of Agreement for Services between the City of Calimesa and BCVRPD for Recreation and Maintenance Services at Summerwind Park
Mickey Valdivia presented the proposal, he stated that we have been working for awhile on the partnership with the City of Calimesa. It was essentially a menu of services they could select and the City Manager returned the agreement to us prior to the meeting. It has been shared with attorneys on both sides, we aligned the calendar year with the fiscal year, and both parties have agreed on mutual indemnification (reflected in the agreement). District staff is ecstatic about the partnership and what it can do in regard to regionalization. This is how the relationship begins. We'll start small and see where it goes from there. The agreement includes the City of Calimesa forwarding calls to us, Aaron Morris is a certified inspector so he can perform inspections, we are getting fair compensation for annual reports. This speaks to the rebranding that we first addressed two months ago. We have put in a lot of work and recommend that the Board support it.
PUBLIC COMMENT OPENED AT: 5:46
PUBLIC COMMENT CLOSED AT: 5:46

Motion was made to accept item 7.3

Initial Motion: Director Hughes
Second: Treasurer Flores
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 suggested a brief recess at 5:47 to allow the directors to examine the proposed equipment for acquisition. He reminded them that they cannot discuss it outside of the meeting. The Board took a brief recess at 5:47.

The Board returned from recess at 5:56.

- 7.4. Approval to Purchase Forklift from Precision Material Handling for \$37,604.75
Mickey Valdivia stated that District staff was able to see the value of having a forklift at the Cherry Festival, it allowed them to move heavy objects. The purchase of the forklift would help the District adhere to emissions standards for vehicles in the future and it can help prevent workforce injuries. This is a multi-use piece of equipment with an ease of maneuverability. It is propane powered and able to pull the stage. Robert Ybarra from Precision Material was available for questions from the Board. He introduced his new head of Sales and he said that the District had 17 hours of forklift use for the Cherry Festival. It is a specialty item that works on semi-rough terrain. The tires make it easy to transport and maneuver. Their company is the only one who offers this model in California. They are close and interested in a partnership. A 4WD model would cost \$60,000. There are other similar models that would be offered for the same price but with fewer features. They are offering a 1-year maintenance plan and extra forks (valued at \$1,000-\$5,000). They would certify our team in forklifts so that it lasts a long time, it is a large investment. Mickey added that it is common to do a sole source contract in the public sector. Director Hughes said he had a couple things he'd like to be sure of (he knows it's a great product): he said it needs to be high on our priority list and will be used a lot, will we get the benefit of using it? Mickey said we have spent a lot of time on the pros

and cons of owning one. It was a unanimous decision, the versatility of the equipment and the affordability makes it something we should consider.

Director Hughes asked about the stage, is it a safe process to move it with the forklift? Robert Ybarra assured him that it is safe, they use it to move RVs, trailers, etc. with the attachments provided. It is fairly easy. Director Lawhead asked if it could be transported to other areas and Mr. Ybarra said that he would be willing to use his trailer to transport it for us.

Treasurer Flores said that we are just scratching the surface of what the forklift can do. This will save man-hours, it is all-terrain, he highly recommends it, the price is good. Vice-Chair/Secretary Ward said she spoke to Aaron Morris to confirm and review what he used it for, he stated that there are a lot of uses for it and will help our maintenance team a lot. Mr. Ybarra mentioned other attachments in addition. Director Hughes added that he wants to thank them for the offer to train the staff.

PUBLIC COMMENT OPENED AT: 6:10

PUBLIC COMMENT CLOSED AT: 6:10

Motion was made to accept item 7.4 with the flexibility to purchase from the Foundation or the District

Initial Motion: Vice-Chair/Secretary Ward

Second: Treasurer Flores

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 5-0

7.5. Approval of Cost-of-Living Adjustment (COLA) & Merit Pay Increases for FY 2024-2025

Deidre Chatigny presented the COLA adjustment and Merit Pay Increase report and explained that this encourages employees to remain with the district and allows the District to maintain competitive salary levels to attract new employees. The Riverside San Bernardino Ontario area has a 4.3% increase over the last twelve months and staff recommends that the Board approve the increases. The amounts are already included in the 2024/2025 fiscal year budget. Merit pay increases will be determined by the General Manager.

PUBLIC COMMENT OPENED AT: 6:13

PUBLIC COMMENT CLOSED AT: 6:13

Motion was made to accept item 7.5.

Initial Motion: Director Hughes

Second: Director Lawhead

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Motion Carries 5-0

7.6. Approval to Create and Award an RFP for Landscape Maintenance Contract

Mickey Valdivia presented the report with the specific language to send out an RFP which may require a special meeting in July. Many of our staff members have worked on developing a scope of work to include in a landscape maintenance RFP. The locations include Noble Creek, Bogart Park, the Grange, Summerwind and 4th Street Park in Calimesa. There will be no infringement on the ball fields. It will be a one-year contract, potentially divided up into Cherry Valley properties and all others. We are hoping to get several bidders on this. The funding will come through the three full-time maintenance positions that have not been backfilled, if the projections are

accurate. It is reflected in the budget. This is just requesting that the Board approve the language.

Director Lawhead said the Board should trust the General Manager to make sure everything is covered and hold him accountable. Is this to create and award? Mickey said no, it is just to create.

PUBLIC COMMENT OPENED AT:

PUBLIC COMMENT CLOSED AT:

Motion was made to accept item 7.6 to create an RFP

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

8. DEPARTMENT HIGHLIGHTS:

8.1. Nancy Law, Executive Assistant – Construction on the outdoor façade at the Grange is scheduled to begin before July 1st. The Fishing Derby took place in June, we have two movie nights scheduled in the Meadow. There are several employees who completed degrees/graduated, the District would like to congratulate them. Property taxes were secured at \$918,142, a 15% increase for secure in total and a 4% increase from last year.

9. GENERAL MANAGER REPORT:

9.1. General Manager: Mickey Valdivia

He attended the CARPD conference, his takeaway was that there is a significant increase in AI attacks, they tend to go after the vulnerable elderly population.

The General Manager's forum discussed fees – there are times we need to pay the fire department to come in and observe; for fireworks, it may be worth considering. We should discuss this with the City Manager for the City of Beaumont; many agencies have fees waived for public events.

Nancy reported on property taxes.

100% CARPD Conference participation results in award, we should make an effort to have all directors attend.

Thunder Alley – CVHA had an event planned, great weather and a manifold was left open so they were unable to have an event; there are areas we can clean up before their next event. Ms. Flores notified us that Thunder Alley was operating when they should not have been and this is a continuing issue; there are infrastructure improvements they agreed to and we need to have a serious conversation with them about adherence to the contract; at Fiesta de Mayo they were working. We will report back in August (Director Lawhead would like to see us bring it back – review the lease and push to potentially vacate the lease). Activity while a horse event is happening is dangerous. Director Lawhead said that it is essentially an eyesore to us, it creates a parking issue, it does no good to have them there if they aren't following the rules. Director Hughes said we've gone through these things for several years, it's the first thing you see, he needs to fix it up, he has to do something about the aesthetics. Director Lawhead said we should have legal counsel look at it and recommend something. Chairman Diercks agreed.

September 9-12 is the next CSDA conference; SDLA is Nov 3-6 in San Rafael for certificates.

Cherry Festival Recap, we will work to have a formal report for the next meeting, expect a full-blown report to come in August, it's still too fresh at this time. It is likely the Board will see a proposed long-term agreement in August, we want to give a thorough report.

Thank you to the Board for the contract agreements.

10. CALENDAR OF EVENTS:

10.1. Next BCVRPD Board Meeting: NCCC – June 12, 2024, 5:00p.m.

10.2. Next BCVRPIC Meeting: August 14, 2024, 5:00p.m.

10.3. Upcoming Holidays:

- May 27th, 2024 – **Memorial Day**
- June 19th, 2024 – **Juneteenth**

10.4. BCVRPD Events:

- Saturday, May 18th – **Memorial Wall Dedication/BYB Closing Day**
- Saturday, June 8th & Sunday, June 9th, 2024 – **Bogart Fishing Derby** at Bogart Regional Park, 7:00a.m. – noon
- Saturday, June 8th, 2024 – **Strategic Planning Workshop** at Bogart Regional Park, 10:00a.m. – 3:00p.m.
- Friday, June 21st, 2024 – **Movie Night** at Noble Creek Regional Park

10.5. Community Events:

- Thursday, May 30th – Saturday, June 2nd – **Cherry Festival**, Noble Creek Regional Park

11. DIRECTORS MATTERS/COMMITTEE REPORTS:

Director Lawhead: First one to say staff did a phenomenal job at the Cherry Festival, they always do a phenomenal job so it was not unexpected. Mickey creates a good working environment which makes the employees want to do good and they produce above and beyond, it's irreplaceable. The District appreciates and supports staff and he likes having a position where he can consistently praise staff; it is reflected in the way the public appreciates us; kudos to the staff. We make them all look good and he would like us to pass his sentiments on with how much they support us. As far as the Grange, he feels as if he is beating the drum because he drives by it every day. He wants to give credit to our staff, he cannot thank us enough.

Director Hughes: He would like to reiterate the same thing, our staff did a tremendous job in the time they had to make it successful He was out there for three out of the four days and never heard a complaint, the public was happy about the location. It showed that we can do it, it was nice to drive up and down and see the color in the park at night. Overall, staff really needs to be thanked for the job we did, they worked a ton of hours to make it happen. What do they do to compensate us for it? He was very happy with how it turned out. The Lions Club was involved in concrete pour, maybe we should compensate them 3-4 months for their rent (already in place).

Treasurer Flores: Staff knows how he feels about working with the Justice League in his eyes, he wants to thank the staff by hosting a BBQ Saturday, June 29th. All the Board members will be there, they don't want us doing anything. Staff is invited to bring their families; invitations and menu TBD, it is all coming from the Board. They know staff spends time away from their families, and as a Board they want to come together to celebrate us.

Vice-Chair/Secretary Ward: Wants to share her gratitude and deep appreciation for every one of the staff members. Their dedication and hard work have made a significant impact on the community. Every event, especially the Cherry Festival has earned positive remarks, staff are becoming professionals at all different events, changing from one to the next She feels a sense of togetherness and joy for the community, staff has continually brought smiles to faces and created lasting memories. She acknowledges the countless hours spent going above and beyond to make sure everything is going smoothly; staff is very impressive. Thank you for our commitment; she hopes that we continue to work together.

Chairman Diercks: He wants to reiterate that staff is fantastic with everything, every function we do. The Cherry Festival planning started a few months before the start date and it was a long time coming to get everything straightened out, working all the way up to the week before to have everything in by the deadline. Congratulations to Aaron and all the other staff on their accomplishments.

12. TOPICS FOR FUTURE AGENDAS:

RC Racetrack

13. ADJOURNMENT:

Motion made to adjourn the meeting at 6:43

Initial Motion: Treasurer Flores

Second: Director Lawhead

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Expenditure Policy	Board	3/13/2024	Submitted for Board review and approval on 4/10/2024.
Resolution for Frequency of Meetings	Board	3/13/2024	Submitted for Board review and approval on 4/10/2024.

Minutes Completed on 8/8/2024

By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 7/31/2027

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 330,154.50	\$ 1,087,354.84	\$ 809,983.65	\$ 52,783.31	
2 HCN Bank - Payroll Account	\$ 4,078.93	\$ 155,755.84	\$ 155,000.00	\$ 3,323.09	
3 HCN Bank - Project Loan	\$ 144.34	\$ 3,250.00	\$ 5,000.00	\$ 1,894.34	
4 HCN Bank - Bogart	\$ 8,291.20	\$ 12,644.11	\$ 12,571.60	\$ 8,218.69	
5 HCN Bank - Money Market	\$ 216,873.28	\$ 140,000.00	\$ 7,567.41	\$ 84,440.69	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 277,235.55	\$ 150,000.00	\$ 10,034.47	\$ 137,270.02	
7 HCN Bank - Quimby/DIF	\$ 60,881.52	\$ 35,428.93	\$ 7,755.50	\$ 33,208.09	
9 Riverside County Fund	\$ 216,745.33	\$ 700,000.00	\$ 816,590.22	\$ 333,335.55	May 2024 - June is on Prelim 2
10	\$ 1,114,404.65	\$ 2,284,433.72	\$ 1,824,502.85	\$ 654,473.78	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 221,708.23	\$ 150,000.00	\$ 10,000.00	\$ 81,708.23	NOT to be USED
13 Capital Reserve	\$ 55,527.32		\$ 34.47	\$ 55,561.79	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 277,235.55	\$ 150,000.00	\$ 10,034.47	\$ 137,270.02	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 7/31/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 HCN Bank	\$ 53,424.91	\$ 50,591.90	\$ 52,460.48	\$ 55,293.49	

Beaumont-Cherry Valley Recreation & Park District

Grant Balances

As of 7/31/2024

	Funded	Requested Distbursement	Received	Balance	Notes/Comments
16 Department of Parks and Recreation Per Capita Grant Program (Prop 68) Field #8	\$ 29,582.00	\$ -	\$ -	\$ 29,582.00	
17 Department of Parks and Recreation Per Capita Grant Program (Prop 68) Field #8	\$ 177,952.00	\$ 50,069.00	\$ -	\$ 177,952.00	
18 Housing and Workforce Solutions CDBG 2023-2024 Bogart Regional Park ADA Parking Lot Improvements Project Phase II	\$ 82,231.00	\$ -	\$ -	\$ 82,231.00	
19 County of Riverside Unincorporated Communities Initiative Danny Thomas Ranch Infrastructure	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	Attorney Review
20 Housing and Workforce Solutions CDBG 2024-2025 Noble Creek Community Center ADA Accessibility Restrooms Project	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Out for Board Approval
21	\$ 689,765.00	\$ 50,069.00	\$ -	\$ 689,765.00	

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 7/31/2027

Beaumont-Cherry Valley Recreation & Park District

Loan Balances

As of 7/31/2024

		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	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
24	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 14,025.35	\$ 31,509.13	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
25	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 19,977.89	\$ 44,882.22	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
26	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 70,506.87	\$ 329,493.13	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
27			\$ 948,332.29	\$ 384,169.29	\$ 564,163.00	

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Operating

June - July, 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating					
06/01/2024	Check	126909	Michael Valdivia	June 2024 - Car Allowance	-850.00
06/01/2024	Bill Payment (Check)	10028553595	CalPERS	Employee 457 Plan - PR: 5/24/2024	-275.00
06/01/2024	Bill Payment (Check)	10028553597	CalPERS-OP&B	Accrued Liability as of June 30, 2020 - Rate Plan: 1357	-6,098.58
06/01/2024	Bill Payment (Check)	126910	Weaver Grading, Inc.	Bogart Regional Park ADA Parking Lot Improvements Project #5, 112-22 (Final Payment)	-17,280.00
06/01/2024	Bill Payment (Check)	126911	Rosalind Otero	Unfunded Health Payment - June 2024	-166.25
06/01/2024	Bill Payment (Check)	126912	James J Hughes	Unfunded Health Payment - June 2024	-539.69
06/01/2024	Bill Payment (Check)	1530269	SoCalGas	Utilities - Gas - Woman's Club Gas 4/5/2024 - 5/6/2024	-225.47
06/01/2024	Bill Payment (Check)	806015856087	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-4,831.45
06/01/2024	Check	SS06012024	Staler Bros	Drinks for Chairman Dinner 6/1/2024 (Cherry Festival)	-251.53
06/01/2024	Check	NL06012024	Domenico's Italian Kitchen	Dinner for Chairman's Dinner 6/1/2024 (Cherry Festival)	-369.40
06/01/2024	Bill Payment (Check)	9888324	NRPA	NRPA 2024 Membership expiration 06/01/2025 Law, Nancy	-180.00
06/02/2024	Bill Payment (Check)	06022024unum	UNUM	Employee - Disability Insurance	-564.18
06/03/2024	Check	126913	Michael Valdivia	June 2024 - 457 Retirement Contribution	-1,458.33
06/03/2024	Bill Payment (Check)	126923	Vortex Industries, LLC.	Repair to Glass/Doors - Aluminum Door NCCC	-722.50
06/03/2024	Check	126914	Nancy Law	Water/Gatorade - Staff - Cherry Festival	-201.29
06/03/2024	Check	126915	Cherry Festival Association	Reimbursement - Credit Card Beer Sales - 5/31/2024 - 6/2/2024	-10,412.71
06/03/2024	Check	126926	Archangel Protection Services	Fishing Derby Security	-1,372.00
06/03/2024	Check	MV06032024	Bakers	Cherry Festival - Parking Staff - Lunch	-52.46
06/03/2024	Check	AM06032024	The Home Depot	Fiesta De Mayor/ Water Cooler, Bogart Kiosk & Maintenance	-2,112.94
06/04/2024	Check	June2024	Exact	Service Fee - Kiosk Bogart	-24.99
06/04/2024	Check	ccFeeJune	EPX	Fees - Credit Card Machine	-131.84
06/05/2024	Bill Payment (Check)	126916	Grand American Builders, Inc.	Measure and layout Parking spaces at North end of Property. Dit up for the entry Banner - Cherry Festival, Install "Cherry Festival" Letters and props/and move bleachers. Material: Cherry Festival, Project Management - Cherry Festival	-8,876.02
06/05/2024	Check	126917	Michael Sanchez	Footwear Reimbursement - Sanchez, Mike	-150.00
06/05/2024	Check	126918	Alpine Fishery	Stocking of Fish for Fishing Derby	-4,600.00
06/05/2024	Bill Payment (Check)	126919	Custom Surfaces	Meeting Room - top with 2.4 back splash and sq. miler edge detail, (1) groomet Hole	-1,000.00
06/05/2024	Bill Payment (Check)	102656360-361	CalPERS	1357 Rate Plan and 26921 Rate Plan	-6,170.96
06/05/2024	Check	RF06052024	Costco	Food - Lunch - Fishing Derby	-489.73
06/06/2024	Check	126920	Dan Hughes	Director Fees - May 2024	-600.00
06/07/2024	Check	126927	Diamond Environmental Services	Portable Restrooms - Fishing Derby 2024 RR	-500.80
06/07/2024	Check	4106062024	Smart & Final	Condiments for Hot Dog Meals - Fishing Derby / Employee Gift Cards - Employee of the Quarter	-248.93
06/07/2024	Check	126925	Alyssa R Fujinaono	Fishing Derby Registration Starting Cash	-700.00
06/07/2024	Check	r106082024	Kolsa's Donuts	Donuts and Coffee - Fishing Derby	-43.98

Date	Transaction Type	Num	Name	Memo/Description	Amount
06/07/2024	Check	SS06082024	El Mariachi Taco Shop	Fishing Derby Lunch - Employees	-131.14
06/07/2024	Check	rl06072024	Best Buy	Polaroid Film - Fishing Derby	-269.31
06/07/2024	Check	NL06072024	Starbucks	Coffee for Morning Staff	-40.62
06/08/2024	Check	126928	Nicholas P Hughes	(10) Ice Bags Fishing Derby	-64.54
06/08/2024	Check	126929	FunFlicks	Movies under the stars - Movie Screen - Elemental 06/21/2024	-1,171.69
06/08/2024	Bill Payment (Check)	NL06082024	Nextiva	Monthly Telephone Service 6/8/2024 - 7/7/2024	-385.77
06/09/2024	Check	SS06092024	Cherry Valley Market	Ice Bags (4) Fishing Derby	-24.55
06/10/2024	Check	rl06052024	Amazon.com	Fishing Derby, Movies and Office Supplies	-636.62
06/10/2024	Bill Payment (Check)	126930	County of Riverside Registrar of Voters	2nd Payment Election Services Rendered 11/08/2023	-42,907.66
06/10/2024	Check	126931	Tong Yang	Refundable Security Deposit - Grange 05/18/2024 Grad Party - EE Rate	-250.00
06/10/2024	Check	126932	Elias Preciado	Refundable Security Deposit - NCCC 05/25/2024 Grad Party	-500.00
06/10/2024	Check	126933	Susan Rangel	Refundable Security Deposit - Grange 06/08/2024 Grad Party	-500.00
06/10/2024	Check	126934	Mary Tacadena	Refundable Security Deposit - NCCC 06/08/2024 Wedding Ann.	-500.00
06/10/2024	Check	126935	Patricia Castillo	Refundable Security Deposit - NCCC 06/07/2024 Memorial	-250.00
06/10/2024	Check	126946	Alyssa R Fumaono	Front Registrar & Nancy's Petty Cash Box Replenish	-352.87
06/10/2024	Check	MV06102024	City Sushi & Grill Restaurant	Bus. Meal - Maintenance RFP Review - Mickey Valdivia, Aaron Morris, Noah Valdivia & Deidre Chalngny	-118.49
06/11/2024	Check	NL06112024	HP Store	Insta Ink - Finance Panter	-15.07
06/11/2024	Check	MV06112024	Kate Royale	Personnel Committee - Dan Hughes, Denise Ward & Mickey Valdivia	-57.50
06/11/2024	Check	MV061120242	Kate Royale	Callmesa Chamber Breakfast - Mickey Valdivia & Noah Valdivia	-37.23
06/12/2024	Check	NL06122024	Clover	Monthly Equipment Rental	-204.85
06/12/2024	Check	126936	Roy Carr	Refundable Security Deposit - 05/09/2024 NCCC Memorial Roy Carr	-250.00
06/12/2024	Check	al06122024	Amazon.com	Office Supplies - Fine point Sharpies	-10.32
06/12/2024	Check	al6122024	Amazon.com	Office Supplies - Bankers Box, Clasp Envelopes, Coffee Machine Cleaner	-97.22
06/12/2024	Check	MV06122024	El Charro Authentic Mexican	Bus. Meal - Board Meeting Agenda Review - Mickey Valdivia, Chris Diercks & Denise Ward	-65.20
06/12/2024	Check	MV06122024	Kate Royale	Bus. Meal - Mickey Valdivia, Chris Diercks - Pre Board Meeting	-51.70
06/13/2024	Check	126937	Pete Gerlach	Adult Softball Umpire	-105.00
06/13/2024	Check	126938	Jessica Warrick	Payroll Period 5/20/2024 - 6/2/2024	-1,760.00
06/13/2024	Check	126940	Austin Gilnour	Adult Softball Umpire	-420.00
06/13/2024	Bill Payment (Check)	126939	Pro Care Landscape Services, INC.	Monthly Landscaping - Franco Garden & Woman's Club	-1,175.00
06/13/2024	Check	126941	Javier E. Cota	Adult Softball Umpire	-175.00
06/13/2024	Check	126942	Michael Ruffolo	Adult Softball Umpire	-140.00
06/13/2024	Check	126943	Anthony Tony Gipson	Adult Softball Umpire	-105.00
06/13/2024	Check	126944	Jackson Grantz	Adult Softball Umpire	-35.00
06/13/2024	Bill Payment (Check)	806016198743	SCE (7000005100729)	Utilities - Electric - NCCC,Grange,Snack Bar,Maintenance,Woman's Club	-3,451.70
06/13/2024	Bill Payment (Check)	806016198827	SCE (700194594370)	Electric - Caretaker - 4/16/2024 - 5/14/2024	-89.97
06/13/2024	Bill Payment (Check)	806016198829	SCE (700492933735)	Utilities - Electric - Field #1-4 - 4/16/2024 - 5/14/2024	-405.15
06/13/2024	Bill Payment (Check)	806016198830	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel) - 4/16/2024 - 5/16/2024	-258.97
06/13/2024	Bill Payment (Check)	806016198828	SCE (700518137163)	Utilities - Electric - HV Park 4/16/2024 - 5/16/2024	-646.04

Date	Transaction Type	Num	Name	Memo/Description	Amount
06/13/2024	Bill Payment (Check)	806016198832	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena, Field #5/6 - 4/16/2024 - 5/14/2024	-659.74
06/13/2024	Bill Payment (Check)	806016198833	SCE (700857153476)	Utilities - Electric - DTR Well Meter - 04/23/2024 - 5/21/2024	-3.28
06/13/2024	Check	mv06132024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
06/14/2024	Check	126945	Patricia Law	Reimbursement - Batteries - Board Room	-68.94
06/14/2024	Check	MV06142024	Zoom Video Communication Inc.	Monthly Subscription - Mickey Valdivia	-15.99
06/17/2024	Bill Payment (Check)	126949	Gopher Gopher Control	Monthly Gopher Maintenance - May 2024	-2,500.00
06/17/2024	Bill Payment (Check)	126948	Beaumont Cherry Valley Water Distr 8-001	Utilities - Water - Park Water - 04/01/2024-05/31/2024	-1,183.09
06/17/2024	Bill Payment (Check)	126947	Slugg Bugg Pest Control	Bi-Monthly Pest Control	-795.00
06/17/2024	Bill Payment (Check)	BS06172024	Blue Shield	Employee - Dental - 6/1/2024 - 6/30/2024	-431.90
06/17/2024	Bill Payment (Check)	276919511	ARCO Business Solutions	Monthly Gas/Fuel - F150 (43,133)	-170.86
06/17/2024	Bill Payment (Check)	1774880038	Huntington Bank	Monthly Loan Payment - Toro Outcross 9060, Ventrac 4520P	-2,582.00
06/17/2024	Bill Payment (Check)	1002664184	CaPars	Employee - Health Insurance	-4,117.17
06/17/2024	Bill Payment (Check)	80097823054	Waste Management of the IE	Utilities - Trash - NCCC & NCRP	-2,348.53
06/17/2024	Bill Payment (Check)	80097823094	Waste Management of the IE	Utilities - Trash - Grange	-252.90
06/17/2024	Bill Payment (Check)	80097823137	Waste Management of the IE	Utilities - Trash - Woman's Club	-147.46
06/17/2024	Bill Payment (Check)	15822388	Wells Fargo Financial Leasing	Monthly Lease Service - Xerox Copier 6/15/2024 - 7/14/2024	-966.76
06/17/2024	Bill Payment (Check)	621410657111585	The Home Depot	Trencher/Sod Cutter - Cherry Festival - Field #1 Paseo, Office Supplies Bogart, Grounds Repair, Door Knobs replacement Copper Floor Closes, Treacher/Sod Cutter - Cherry Festival - Field #1 Paseo (1,322.70), Material/Tools - Cherry Festival Parking, Trencher - Field #1 Paseo	-3,080.26
06/17/2024	Check	NL06172024	Banning Chamber of Commerce	Sunrise Breakfast (3) - Ryann Flores, Nick & Dan Hughes	-75.00
06/17/2024	Bill Payment (Check)	1941485932558	Colonial Life	Employee - Accident Insurance	-432.62
06/17/2024	Bill Payment (Check)	VSP06172024	VSP-Vision Service Plan	Employee - Vision Insurance	-64.76
06/18/2024	Check	fl06182024	Amazon.com	Movies under the stars - Elemental	-113.92
06/18/2024	Bill Payment (Check)	126950	Cherry Valley Nursery	Arbor Day - Trees, Cherry Festival Trees at Paseo - Peterson Wedding Trees/palms (FG) - Bogart Playground Mulch	-7,719.94
06/18/2024	Bill Payment (Check)	126951	Beaumont Do It Best	Cherry Festival (railroad ties - Parking) - Grounds, Décor Movies in the Park	-3,071.53
06/18/2024	Bill Payment (Check)	126952	Oak Valley Florist	Fresh Arrangement Basket - Gai Well - Denise Ward	-118.47
06/18/2024	Bill Payment (Check)	126953	Enova Creative Business Solutions	Sign for Memorial Wall (Dodie Carlson)	-24.24
06/18/2024	Bill Payment (Check)	126954	Safety Compliance Company	Monthly Safety Meeting - 05/21/2024 1PM Lockout/Blockout	-250.00
06/18/2024	Bill Payment (Check)	126955	Cintas	Weekly Janitorial/Uniforms	-2,706.52
06/18/2024	Bill Payment (Check)	126956	Best Best & Krieger	Monthly Legal Fees - General Service & Labor and Employment	-4,835.20
06/18/2024	Bill Payment (Check)	126957	County of Riverside Registrar of Voters	3rd Payment Election Services Rendered 11/08/2023	-42,907.68
06/18/2024	Bill Payment (Check)	126958	Action True Value Hardware	Cherry festival: propane tanks and golf cart fix a flat	-148.63
06/18/2024	Bill Payment (Check)	126959	Alexandria Lugo,	Cherry Festival parking and cleaning crew	-22,560.00
06/18/2024	Bill Payment (Check)	126960	Beaumont Power Equipment, Inc.	Repair to Weed Whip heads	-426.57
06/18/2024	Bill Payment (Check)	126961	Chris Taylor's Plumbing	Fixed leak in Maint. Shop 12/1/2023	-169.02
06/18/2024	Check	ss06182024	The UPS Store	Overnight check The Booze Crew (Original Lost in mail)	-80.23
06/18/2024	Check	MV06182024	Oceanpos Restaurant	Bus. Meal - Strategic Planning - Dan Hughes & Mickey Valdivia	-43.45
06/20/2024	Check	kg06202024	Amazon.com	Office supplies	-136.40

Date	Transaction Type	Num	Name	Memo/Description	Amount
06/20/2024	Check	126962	Jessica Warrick	Payroll Period 5/20/2024 - 6/2/2024	-1,760.00
06/20/2024	Check	126963	Michael Ruffolo	Adult Softball Umpire	-140.00
06/20/2024	Check	126964	Anthony Tony Gibson	Adult Softball Umpire	-105.00
06/20/2024	Check	126965	Austin Gilhour	Adult Softball Umpire	-210.00
06/20/2024	Check	126966	Pete Gerlach	Adult Softball Umpire	-70.00
06/20/2024	Bill Payment (Check)	3270625430	Verizon Wireless	Monthly Wireless phones : 4/27/2024 - 5/26/2024	-1,026.01
06/20/2024	Check	127001	Sarah Salzman	Reimbursement - Office Supplies/Movie Supplies	-84.29
06/20/2024	Check	NL06202024	Jersey Mikes	Event Meetings - Lunch - Employee of the Quarter	-136.84
06/21/2024	Check	126967	Liliana Ramos	Elemental Movie Night Balloon Decor	-595.00
06/21/2024	Check	r06202024	Department of Environmental Health	Health Dept. Permit- Movies under the Stars (Elemental/Wonka)	-567.13
06/24/2024	Bill Payment (Check)	126975	Platinum Pavers & Concrete Inc.	Cherry Festival : Concrete - Removing and Excavate Dirt/Forms	-45,875.00
06/24/2024	Check	126976	Zachary Wilson	Cart ran out of gas during tournament. Filled 4.6 gallon of cans	-22.73
06/24/2024	Bill Payment (Check)	1760009	SoCalGas	Utilities - Gas - Grange Gas - 4/25/2024 - 5/24/2024	-65.59
06/24/2024	Bill Payment (Check)	gas1760009	SoCalGas	Utilities - Gas - NCCC Gas 4/29/2024 - 5/29/2024	-78.74
06/24/2024	Bill Payment (Check)	1002668123-124	CalPERS	Employee - Retirement	-6,118.63
06/24/2024	Bill Payment (Check)	470106252024	Chevron	Monthly Fuel/Gas - Gas car/Tank	-2,710.16
06/24/2024	Bill Payment (Check)	80098399210	Waste Management of the IE	Utilities - Trash - Maintenance 40 Yard swaps	-2,411.77
06/24/2024	Check	126968	Pete Gerlach	Adult Softball Umpire	-70.00
06/24/2024	Check	126969	Austin Gilhour	Adult Softball Umpire	-105.00
06/24/2024	Check	126970	Anthony Tony Gibson	Adult Softball Umpire	-105.00
06/24/2024	Check	126971	Michael Ruffolo	Adult Softball Umpire	-175.00
06/24/2024	Check	126972	Javier E. Cota	Adult Softball Umpire	-70.00
06/24/2024	Bill Payment (Check)	3270630257	Verizon Wireless	Monthly Wireless Phones/pads	-840.73
06/24/2024	Bill Payment (Check)	BH04407351	UMPOUA Bank	Business meals, Vehicle Expenses, CSDA Conference - (Valdivia, Mickey); Flowers - Donna Linnemann - Get Well, Banning Chamber Breakfast (3) - Dan & Nick Hughes, Noah Valdivia, CSIMFO Conference - Law, Nancy, CARPD - Cancelled Registration (Hughes, Dan), Horseshoe Tournament Food, Cherry Festival Batteries, CARPD - Cancelled Hotel (Hughes, Dan), Cherry Festival :36 x 36 Slow Signs/Stands	-4,762.87
06/24/2024	Bill Payment (Check)	126973	Matthew Pisillili Landscape Services	BI Weekly Landscape Service	-1,240.00
06/24/2024	Check	AF06242024	Stamps.com	Postage Monthly Service	-19.99
06/24/2024	Check	NL06282024	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-1,020.26
06/24/2024	Check	NL06242024	Carol's Kitchen	Donations: Repay by Foundation - Sponsorship - Annual Bowling Tournament	-500.00
06/25/2024	Check	126974	Chris Diercks.	Director Fees - June 2024	-300.00
06/27/2024	Check	MV06272024	Denny's	Bus. Meal - Cherry Festival Association - Dan Frouste, Mickey Valdivia & Nancy Law	-44.93
06/27/2024	Check	MV062720242	Oceanpos Restaurant	Bus. Meal - Cherry Festival/Thunder Alley - Chris Diercks, Dan Hughes & Mickey Valdivia	-54.92
07/01/2024	Check	126977	Michael Valdivia	July 2024 - Car Allowance	-900.00
07/01/2024	Check	126978	Michael Valdivia	July 2024 - 457 Retirement Contribution	-1,562.60
07/02/2024	Check	126979	Dan Hughes	Director Fees - June 2024	-600.00
07/02/2024	Check	MV07022024	Kate Royale	Bus. Meal - Personnel Committee - Chris Diercks, Dan Hughes, Mickey Valdivia & Deldre Chatigny	-76.55

Date	Transaction Type	Num	Name	Memo/Description	Amount
07/02/2024	Bill Payment (Check)	1002676119	Calpers	Employee 457 Plan - PR: 6/7/2024	-275.00
07/02/2024	Bill Payment (Check)	100267628	Calpers	Employee 457 Plan - PR: 6/21/2024	-275.00
07/02/2024	Bill Payment (Check)	1002676130	CALPERS-OPEB	Accrued Liability as of June 30, 2020 - Rate Plan: 1357	-6,098.58
07/02/2024	Check	DC07022024	Green and White Sheet	Advertisement - Landscaping RFP	-226.60
07/02/2024	Check	DC07022024	The Press Enterprise	Landscaping Maintenance RFP - Advertisement	-465.26
07/03/2024	Bill Payment (Check)	126980	Awards & Specialties	James Hughes - Retirement Plaque, Employee Awards 2023, Employee Door Plates and Desk Name Plates, Business Cards Mickey Valdivia, (60) Lanyards - Marketing for BCVFRPD, (1000) Business Cards - Aaron Morris / (250) Kaylee Gennell, Fiesta De Mayo Trophies 2023, Memorial Wall Plaque - Dodie Carlson, BYBSB Closing Day MVP Trophies , Fishing Derby : (5) 1st, 2nd, and 3rd Place Trophies , Heaviest Fish	-3,044.69
07/03/2024	Bill Payment (Check)	127002	Turf Star, Inc.	March 2024 - PM Contract(20) Units (216) Hours, May 2024 - PM Contract(20) Units (190) Hours, Grounds Equipment Ventrac Repair, June 2024 - PM Contract(20) Units (360) Hours	-4,060.16
07/03/2024	Bill Payment (Check)	127003	Diamond Environmental Services	Fishing Derby: Cancellation due to postponing the event - Porta Pottys were still charged, NCCC: Porta Pottys Delivered to Event due to Cherry Festival, Elemental Movies under the stars Restrooms	-905.00
07/03/2024	Bill Payment (Check)	126981	Cintas	Weekly Janitorial Supplies / uniforms	-4,978.49
07/03/2024	Bill Payment (Check)	127004	Frontier (2091883458) Maint	Monthly Wifi - Maint.	-120.58
07/03/2024	Bill Payment (Check)	127005	All Purpose Rentals	Cherry Fest Banner Front Entrance Boomlift to remove banners	-1,314.49
07/03/2024	Bill Payment (Check)	127006	Pro-Pipe & Supply	Bogart - Kiosk Building	-216.38
07/03/2024	Bill Payment (Check)	127007	PROCAM INC.	Security Alarm Monitoring w/ Alarm.com - Quarterly 2024,ADC Access Badges (25)	-582.50
07/03/2024	Bill Payment (Check)	127008	Safety Compliance Company	Monthly Safety Meeting 05/20/2024 1PM Traffic Control and Flagging : Radio Training	-500.00
07/03/2024	Bill Payment (Check)	127009	Enova Creative Business Solutions	Aluminum Baseball Field Signage - "Etiquette Signs" (16), Elemental Movie Signage	-1,303.77
07/03/2024	Bill Payment (Check)	127010	Acon Technology Services	2024 Monthly IT Service - June 2024	-2,810.00
07/03/2024	Bill Payment (Check)	127011	Patons Steel Corp	Cherry Festival : Welcome Sign - Material 11 LB Spool Wire	-36.35
07/03/2024	Bill Payment (Check)	127012	Gophix Gopher Control	Monthly Gopher Maintenance - June 2024	-2,500.00
07/03/2024	Bill Payment (Check)	at070032024	Beaumont Do it Best	Cherry Festival Supplies - Work lights, batteries, storage straps, scrapppers, zip ties, Bungeess & Extension Cords	-867.44
07/03/2024	Bill Payment (Check)	127013	Altha Plumbing Heating & Air Inc	Bogart: Replace pump that is leaking in campground restrooms	-3,600.00
07/03/2024	Bill Payment (Check)	127014	BEARCOM	Cherry Festival Rental of Radios	-1,087.30
07/03/2024	Bill Payment (Check)	126982	BCVWD 8-006	Utilities - Water - Grange (fine) 3/1/24-4/30/24	-58.02
07/03/2024	Bill Payment (Check)	126983	Clean by Design	Monthly Janitorial Service	-3,045.00
07/03/2024	Bill Payment (Check)	127015	Clean Sport, Inc.	Janitorial Supplies	-498.75
07/03/2024	Bill Payment (Check)	127016	SCEM Urgent Care Centers	Employee Medical Expense: Nicholas Hughes , Thomas Lara, Sarah Salzman, Matthew Garcia , Jose Gloria , and Zachary Wilson	-720.00
07/03/2024	Bill Payment (Check)	127017	The Cart Guy	Cherry Festival : Cart Rental for Shuttle Transportation Thursday-Saturday	-581.21
07/03/2024	Bill Payment (Check)	126984	Pro Care Landscape Services, INC.	Monthly Landscape Service - Franco Garden/Woman's Club	-1,175.00
07/03/2024	Bill Payment (Check)	126985	Rosalind Clevo	Unfunded Health Payment - July 2024	-166.25
07/03/2024	Bill Payment (Check)	127018	Department of Justice	Fingerprinting May 2024 - Zachary Wilson	-32.00
07/03/2024	Bill Payment (Check)	127019	Action True Value Hardware	Grounds Repair : Blower repair rope/handle	-9.69
07/03/2024	Bill Payment (Check)	127020	Record Gazette	Yearly Subscription Renewal 24-25	-64.95
07/03/2024	Bill Payment (Check)	127021	Department of Forestry & Fire Protection	Grounds Repair: (2) Units of Crew - Noble Creek Weed Abatement 05/01/2024 & 05/30/2024 , Admin Fee , (3) Units of Crew - Bogart Park Weed Abatement 04/02/2024, 04/03/2024, 04/08/2024	-1,135.40

Date	Transaction Type	Num	Name	Memo/Description	Amount
07/03/2024	Bill Payment (Check)	127022	SiteOne Landscape Supply, LLC	Grange Repair and Maintenance	-2,768.55
07/03/2024	Check	126986	Sarah Martinez	Refundable Security Deposit - Grange 06/25/2024 Memorial	-250.00
07/03/2024	Check	126987	Morgan Benjamin	Refundable Security Deposit - Grange 06/18/2024 Meeting	-250.00
07/03/2024	Check	126988	Karina Lozano	Refundable Security Deposit - NCCC 06/29/2024 Graduation Party	-500.00
07/03/2024	Check	126989	Mary Aboyles	Refundable Security Deposit - Grange 06/22/2024 80th Birthday Party	-500.00
07/03/2024	Check	126990	Arista Williams	Refundable Security Deposit / 06/29/2024 Birthday Party Grange	-500.00
07/03/2024	Check	126991	Kimberly Livingston	Refundable Security Deposit - 06/22/2024 NCCC/FG Wedding	-500.00
07/03/2024	Check	126992	Jim Cook	Refundable Security Deposit - Memorial 06/15/2024 Grange	-250.00
07/03/2024	Check	126993	Pete Gerlach	Refundable Security Deposit - Memorial 06/15/2024 Grange	-250.00
07/03/2024	Check	126994	Anthony Tony Gipson	Adult Softball Umpire	-175.00
07/03/2024	Check	126995	Austin Gilmore	Adult Softball Umpire	-35.00
07/03/2024	Check	126996	Michael Rutolo	Adult Softball Umpire	-175.00
07/03/2024	Check	126997	Darlene King	Adult Softball Umpire	-175.00
07/03/2024	Check	kg07032024	Amazon.com	Refundable Security Deposit - NCCC 06/28/2024 Memorial	-280.00
07/03/2024	Check	kg070324	Stater Bros	Horses & Hattudes Event/Office Supplies	-250.00
07/03/2024	Bill Payment (Check)	127000	BCVWD 8-001	Utilities - Water - NCRP - 06/01/2024-07/31/2024	-445.85
07/03/2024	Check	ccleeJuly2024	EPX	Utilities - Water - NCRP - 06/01/2024-07/31/2024	-1,253.09
07/03/2024	Check	NL07032024	Safeguard	Waters/Gift Card	-128.80
07/05/2024	Check	July2024	Exact	Fees - Credit Card Machine	-131.84
07/08/2024	Check	127023	Archangel Protection Services	Bank Fees - Operating Account Bank Checks	-329.44
07/08/2024	Check	af07082024	Costco	Service Fee - Kiosk Bogart	-24.99
07/08/2024	Bill Payment (Check)	7082024	Nextiva	4th of July Security - Bogart Regional Park	-1,470.00
07/09/2024	Check	NL07082024	HP Store	Costco Membership - Renewal Fee	-120.00
07/09/2024	Check	rf07092024	Walgreens	Monthly Telephone Service 7/8/2024 - 8/7/2024	-386.93
07/09/2024	Check	RF070920241	Dollar Tree	Insta Ink - Finance Printer	-15.07
07/09/2024	Check	RF070920242	Walmart	Employee of the Quarter - Giftcards	-278.22
07/09/2024	Check	rf07092024	Cornerstone BRQ	Crinkle Cut paper for Baskets - Employee of the Quarter	-23.00
07/10/2024	Bill Payment (Check)	p2474QIBJ6P	Frontier (390 Oak Pky0886) NC	Raffle Items - Employee of the Quarter	-289.66
07/10/2024	Bill Payment (Check)	p2474QIBLLT	Frontier (9500 Cherry3887) B	Employee Luncheon Food - Cornerstone	-520.61
07/10/2024	Bill Payment (Check)	p2474QBP4M	Frontier (10478 Bmt Ave5721) G	Monthly Wifi - NCCC	-125.98
07/10/2024	Bill Payment (Check)	p2477J34SF	Frontier (306 Sixth9910) WC	Monthly Wifi - Bogart	-278.38
07/10/2024	Bill Payment (Check)	133506149302	Colonial Life	Monthly Wifi - Grange	-288.12
07/10/2024	Bill Payment (Check)	1920069	SoCalGas	Monthly Wifi - Woman's Club Wifi	-432.62
07/10/2024	Bill Payment (Check)	BS07102024	Blue Shield	Utilities - Gas - Woman's Club Gas 5/6/2024 - 6/5/2024	-71.04
07/10/2024	Bill Payment (Check)	127024	Frontier (2091 889458) Maint	Employee Dental - 7/1/2024 - 7/31/2024	-431.90
07/10/2024	Bill Payment (Check)	127025	KS State Bank	Employee Dental - 7/1/2024 - 7/31/2024	-120.58
07/10/2024	Bill Payment (Check)	1002682447	CalPERS	Monthly Wifi - Maint.	-9,003.82
07/10/2024	Bill Payment (Check)	1002682485-486	CalPERS	Annually Loan Payment - Radios/Repeaters	-4,117.17
07/10/2024	Bill Payment (Check)	1002682490	CalPERS	Employee - Health Insurance	-6,586.99
07/10/2024	Bill Payment (Check)		CalPERS	Employee - Retirement	-276.00

Date	Transaction Type	Num	Name	MEMO/DESCRIPTION	Amount
07/10/2024	Bill Payment (Check)	unum07102024	UNUM	Employee - Disability Insurance	-599.95
07/10/2024	Bill Payment (Check)	807001344440	SCE (7000005100729)	Utilities: Electricity NCCC , Grange, Snack Bar, Back Lot, Maintenance, Woman's Club, NCRP	-5,298.23
07/10/2024	Bill Payment (Check)	806016972997	SCE (700194594370)	Utilities: Electricity Caretaker	-130.59
07/10/2024	Bill Payment (Check)	806016972713	SCE (7004929933795)	Utilities : Electric Field #1-4	-535.34
07/10/2024	Bill Payment (Check)	806016972791	SCE (700494090863)	Utilities : Electric (Fire Camp Lighting/Panel)	-274.59
07/10/2024	Bill Payment (Check)	806016972928	SCE (700518137163)	Utilities : Electricity RV Park	-2,121.06
07/10/2024	Bill Payment (Check)	807001344483	SCE (7005993616907)	Utilities : Electricity Tennis Courts, Horse Arena, Field #5/6	-698.89
07/10/2024	Check	127026	Deidre Chaigny	Reimbursement for Employee of the Quarter - Raffle	-100.80
07/10/2024	Check	a107102024	Amazon.com	NCCC & Bogart Office Supplies : A Frame - Bogart Welcome Sign , Hat for Horses and Hatitudes	-103.42
07/10/2024	Check	r07102024	Staler Bros	Employee of the Quarter - Drinks and utensils/ Gift Cards/ Flowers	-508.77
07/10/2024	Check	127027	Lee's Auto Body	F150 XLT :Door Repair - Due to Employee running into truck	-2,729.13
07/10/2024	Check	NL07112024	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - (5) attendance - Deidre Chaigny, Ryan Flores, Sarah Salzman, Dan Hughes & Nancy Law	-125.00
07/10/2024	Check	MV07112024	Denny's	Bus. Meal - Cherry Festival Association Meeting - Mickey Valdivia & Dan Rousch	-43.00
07/12/2024	Bill Payment (Check)	vsp07122024	VSP-Vision Service Plan	Employee - Vision Insurance	-64.76
07/12/2024	Check	am07122024	A-G Sod Farms	Sod for Grange Hall Landscaping Project	-4,370.82
07/12/2024	Check	ss07152025	Five Below	Wonka Movie Supplies-Glue Sticks	-3.50
07/15/2024	Bill Payment (Check)	p2474S2M3	Frontier (306 Sixth9910) WC	Monthly Wifi - Woman's Club	-151.36
07/15/2024	Bill Payment (Check)	806017130069	SCE (700857153476)	Utilities: Electricity DTR Well	-76.97
07/15/2024	Check	16009213	Wells Fargo Financial Leasing	Monthly Lease Service - Xerox Copier	-966.76
07/15/2024	Check	a107152024	Amazon.com	Blank Door Handle/Money Lock Bags	-99.85
07/15/2024	Check	MV07152024	Zoom Video Communication Inc.	Monthly Subscription - Mickey Valdivia	-15.99
07/15/2024	Check	MV07152024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
07/16/2024	Bill Payment (Check)	127028	Grand American Builders, Inc.	Ground Repairs : Set for, install reinforcing bars, finish concrete cap for Entry banner post, Materials Entry Banner	-1,161.61
07/16/2024	Bill Payment (Check)	127029	Matthew Pistilli Landscape	Bi-weekly - Landscape Service to Noble Creek on 7/11/2024	-1,240.00
07/16/2024	Check	127030	Alexandra Lugo,	Oktoberfest Event Staff 50% Deposit	-5,025.00
07/16/2024	Check	r07152024	Amazon.com	Foam circles, mushroom decor, and supplies for movies	-81.19
07/16/2024	Check	127031	City of Beaumont	Non Commercial Encroachment Sign Permit - Boots Brews and BBQ	-61.97
07/16/2024	Check	127032	US Film Productions	Wonka Movie Screen Company	-1,245.09
07/16/2024	Check	127033	Liliana Ramos	Wonka Movie Night Balloon Decor	-575.00
07/16/2024	Check	127034	Jose Ledesma	Refundable Security Deposit - NCCC 06/15/2024 Jose Ledesma Grad Party - EE Rate	-250.00
07/16/2024	Check	AF07162024	Stamps.com	Office Expense : Postage Stamps (1)	-50.00
07/16/2024	Check	AF07162025	Stamps.com	Office Expense : Sheets of Stamps (1)	-70.54
07/17/2024	Check	127035	Michael Ruffolo	Adult Softball Umpire	-210.00
07/17/2024	Check	127036	Pete Gerlach	Adult Softball Umpire	-70.00
07/17/2024	Check	127037	Javier E. Cota	Adult Softball Umpire	-105.00
07/17/2024	Check	127038	Anthony Tony Gibson	Adult Softball Umpire	-105.00
07/17/2024	Check	127039	Austin Gilmour	Adult Softball Umpire	-105.00
07/17/2024	Check	127040	Charles Shimels	Tournaments : 2023 Toys for Tots Adult Slow Pitch Tournament - Jersey Winners	-240.00

Date	Transaction Type	Num	Name	Memo/Description	Amount
07/17/2024	Check	127041	Aaron Morris	Footwear Reimbursement - Morris, Aaron	-150.00
07/17/2024	Check	127042	Jessica Warlick	Payroll Period 7/1/2024 - 7/14/2024	-1,760.00
07/17/2024	Check	127043	Jessica Warlick	Payroll Period 6/17/2024 - 6/30/2024	-1,760.00
07/17/2024	Bill Payment (Check)	1002688378-379	CalPERS	Employee - Retirement	-6,179.79
07/17/2024	Check	a107172024	Amazon.com	Water Dispenser for Bogart and Signage hardware	-397.72
07/17/2024	Check	#107172025	Amazon.com	Scavenger Hunt Key Chains Movies	-21.54
07/17/2024	Bill Payment (Check)	3330729029	Verizon Wireless	Monthly Wireless Phones Service : May 27 - June 26 2024	-1,175.06
07/18/2024	Bill Payment (Check)	470107182024	Chevron	Monthly Gas/Fuel - Cans/Tank	-1,917.11
07/18/2024	Check	1m07182024	Hobby Lobby	Paint Supplies for Wonka Movie	-31.72
07/18/2024	Check	127046	Ryan Flores	Wonka Movie Candy	-94.88
07/19/2024	Bill Payment (Check)	1784677330	Huntington Bank	Monthly Loan Payment : Toro Outcross 9060 & Veritrac 4520P	-2,845.53
07/22/2024	Check	a107222024	Stater Bros	(2) Stater Bros Water	-12.48
07/23/2024	Check	127044	Aaron Morris	Food & Drinks for Staff installing Grange Sod	-117.80
07/23/2024	Check	127045	Xtreme Clean Hoods	Woman's Club & Grange : Hood, Duct and Fan Cleaning Grease Filters	-750.00
07/23/2024	Bill Payment (Check)	BH04464240	UM/PQUA Bank	Flowers - Gail DeJonge - Get Well, Chamber Breakfast (3) - Dan Hughes, Deidre Chaligny & Sarah Salzman, Fun Flicks - Rental of Screen - Elemental, Beaumont Chamber Breakfast (6) Ryan, Sarah, Noah, Dan, Tammy, Nancy, & Internet Subscription	-1,570.24
07/23/2024	Bill Payment (Check)	806017357891	SCE (700558511896)	Utilities - Electric - Bogart	-1,149.55
07/24/2024	Check	a107242024	Chick-Fil-A	Lunch for Lilianna's Going Away	-116.18
07/24/2024	Check	a107242024	Amazon.com	Desk Mat Protector	-57.10
07/24/2024	Bill Payment (Check)	127047	Chitas	Weekly Janitorial Supplies / Uniforms	-1,825.65
07/24/2024	Bill Payment (Check)	127048	CPS HR Consulting	23-01 BCV RPD-Ongoing HR Consultation (2 hrs labor)	-280.00
07/24/2024	Bill Payment (Check)	127049	Enova Creative Business Solutions	Advertising & Publicity: Sport Clinic Signs, Fishing Derby Signs, Safety: Code of Conduct Signs Movies: Wonka Signs 2 W x 2' HHP Matte	-2,141.53
07/24/2024	Bill Payment (Check)	127050	ELROD Fence Company	Cherry Festival: Iron Fencing along ADA Walkway slope	-7,940.00
07/24/2024	Bill Payment (Check)	127051	Cooper Turf Solutions, Inc.	Repairs & Maintenance: Field #2,3 & 7 - Level 50 tons of sand - Should be Refunded per Cherry Festival Assoc. Contract	-9,400.00
07/24/2024	Bill Payment (Check)	127052	Beacon Athletics	Equipment Field: 6x6 Matt Drag (2), Sweet Spot Tamp Handle, (1) 8x8 Sweet Spot Head, Tamp Sock, Taxes/Shipping	-2,420.10
07/24/2024	Bill Payment (Check)	127053	BCVWD 8-001	Utilities - Water - NCRP	-4,052.68
07/24/2024	Bill Payment (Check)	127054	BCVWD8-003	Utilities - Water - NCCC	-1,203.81
07/24/2024	Bill Payment (Check)	127055	City of Beaumont	Utilities: Woman's Club - Sewer	-110.48
07/24/2024	Bill Payment (Check)	127056	Clean by Design	Monthly Janitorial Service	-1,895.00
07/24/2024	Bill Payment (Check)	127057	County of Riverside	LAFCO FY25 Fees	-1,048.39
07/24/2024	Bill Payment (Check)	127058	Safety Compliance Company	Monthly Safety Meeting: 06/26/2024 1PM Workplace Violence Training	-400.00
07/24/2024	Bill Payment (Check)	127059	Chadrick L. Halliday	Auditing : 2023 Audit - Financial Statement Audit Progress, & Consultations regarding accounting matters and follow-up on various audit requests	-3,175.00
07/24/2024	Bill Payment (Check)	127060	PROCAM INC.	NCCC: Security Alarm Monitoring w/ Alarm.com - July 2024	-246.00
07/24/2024	Bill Payment (Check)	127062	Acorn Technology Services	2024 Monthly IT Service - July 2024	-2,810.00
07/24/2024	Bill Payment (Check)	127063	Frontier (390 Oak Pky0886) NC	Monthly Wifi Service - NCCC	-140.58
07/24/2024	Bill Payment (Check)	127064	James J Hugfies	Unfunded Health Payment - July 2024	-539.69
07/24/2024	Bill Payment (Check)	127065	William A. Morton	Quarterly Loan Payment 2024 Loan	-23,502.29

Date	Transaction Type	Num	Name	Memo/Description	Amount
07/24/2024	Bill Payment (Check)	127066	Action True Value Hardware	Bogart- Fuse for Bogart Irrigation/Water	-15.02
07/24/2024	Bill Payment (Check)	127067	Beaumont Do it Best	Office Supplies- Keys for Bogart Kiosk	-16.53
07/24/2024	Bill Payment (Check)	a07242025	Rosalind Otero	Unfunded Health Payment	-0.20
07/24/2024	Check	AF07242024	Stamps.com	Postage/Stamps - Monthly Service Fee	-19.99
07/25/2024	Check	127068	Pete Gerlach	Adult Softball Umpire	-35.00
07/25/2024	Check	127069	Austin Gilnour	Adult Softball Umpire	-245.00
07/25/2024	Check	127070	Michael Ruffolo	Adult Softball Umpire	-280.00
07/26/2024	Check	127071	Nicholas P Hughes	(4) Water Jugs - Agua Pura Vida Beaumont	-81.85
07/26/2024	Check	kg07262024	Progressive Graphics	Staff Shirts	-771.56
07/29/2024	Check	127072	City of Beaumont	BBBB Special Event Permit Fee - Inv #00025523	-619.74
07/29/2024	Bill Payment (Check)	127073	Beaumont Power Equipment, Inc.	BBB Grounds Maintenance- Weed Whip Line (3) 2 Cycle Engine Oil	-196.05
07/29/2024	Bill Payment (Check)	127074	Diamond Environmental Services	Portable Restroom - Movies Under The Stars: (2) Classic RR	-250.00
07/29/2024	Check	AF07292024	Sheraton(hotel)	Financial Stability Conference (Hotel) Fulmaro, Alyssa	-658.13
07/30/2024	Check	127076	Chris Diercks	Director Fees - July 2024	-200.00
07/30/2024	Check	a07302024	Amazon.com	Office Supplies/Movies - Cars Supplies	-427.91
07/30/2024	Check	a07302024	Amazon.com	Ink for Main, Printer	-115.17
07/30/2024	Check	a073024	Amazon.com	Finance Printer Ink	-198.14
07/31/2024	Check	127081	Aaron Morris	16 Pack AA Batteries for Kiosk Door	-20.46
07/31/2024	Check	127097	US Film Productions	Movie Screen - Cars	-1,125.09
07/31/2024	Check		Promotional Design Concepts	Inflatable Cowboy Boot 2-Day Rental Fee - BBBO 2024	-896.15
07/31/2024	Check	127082	Kaylee G Gemmill	(4) Water Cases	-26.96
07/31/2024	Check	127077	Michael Ruffolo	Adult Softball Umpire	-280.00
07/31/2024	Check	127078	Pete Gerlach	Adult Softball Umpire	-105.00
07/31/2024	Check	127079	Austin Gilnour	Adult Softball Umpire	-175.00
07/31/2024	Check	127080	Javier E. Cota	Adult Softball Umpire	-70.00
07/31/2024	Check	127083	Jessica Warrick	Paycoll Period 7/15/2024 - 7/28/2024	-1,760.00
07/31/2024	Check	07312024STMT	Clover	Monthly Equipment Rental	-204.85
07/31/2024	Check	CCleJuly	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-872.57
07/31/2024	Check	AF07292025	WTFalatel	Bus. Meal - Mickey Valdivia & Christian Linnemann - Foundation	-72.99
Total for 10005 HCN Bank - Operating					-\$ 342,608.79

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Bogart Park

June - July, 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10050 HCN Bank - Bogart Park					
06/01/2024	Bill Payment (Check)	806015856177	SCE (700558511896)	Utilities - Electricity	-1,197.94
06/03/2024	Check	CC%fee	Clover(MRCH BNKCD)	Credit Card Fee %	-142.94
06/13/2024	Bill Payment (Check)	5596	Matthew Pistilli Landscape Services	Bi-Weekly Landscaping	-880.00
06/17/2024	Bill Payment (Check)	80097823172	Waste Management of the IE	Utilities - Trash	-640.80
06/24/2024	Bill Payment (Check)	5598	Cintas	Weekly - Uniform/Janitorial Supplies	-625.82
06/24/2024	Bill Payment (Check)	806016492536	SCE (700558511896)	Utilities - Electricity	-1,423.29
06/24/2024	Bill Payment (Check)	5597	Matthew Pistilli Landscape Services	Bi-Weekly Landscaping	-880.00
07/02/2024	Check	CCFee07022024	Clover(MRCH BNKCD)	Credit Card Fee %	-207.94
07/03/2024	Bill Payment (Check)	5599	Beaumont-Cherry Valley Water Dist B 3-004	Utilities - Water	-2,087.83
07/03/2024	Bill Payment (Check)	5600	Cintas	Weekly - Uniform/Janitorial Supplies	-665.48
07/03/2024	Bill Payment (Check)	5601	Polished Images	Repair to Gate after Customer Bent Gate back to get in	-539.16
07/03/2024	Bill Payment (Check)	5602	Beaumont-Cherry Valley Water Dist - B 3-001	Utilities - Water	-57.45
07/03/2024	Bill Payment (Check)	5603	Beaumont-Cherry Valley Water Dist B 3-003	Utilities - Water	-256.59
07/10/2024	Bill Payment (Check)	5604	Matthew Pistilli Landscape Services	Bi-Weekly Landscaping	-880.00
07/16/2024	Bill Payment (Check)	5605	Grand American Builders, Inc.		-4,419.20
07/16/2024	Bill Payment (Check)	p2477LX9HW	Frontier (9600 Cherry3887) B	Monthly Wifi Service	-154.42
Total for 10050 HCN Bank - Bogart Park					-\$ 72.51



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT

www.bcvparks.com

LEGAL INVOICES

Best Best & Krieger, LLP

May 2024

Invoice #998074	General Services	\$2,540.95
Invoice #998075	Labor & Employment	\$1,380.10

June 2024

Invoice #1000828	General Services	\$3,988.80
Invoice #1000829	Labor & Employment	\$1,454.70

Total Invoices May 2024 – June 2024 for approval - \$9,364.55



BBK
 BEST BEST & KRIEGER LLP
 ATTORNEYS AT LAW

Frida Mancilla Vega
 Business Analyst 1
 (619) 525-1344
 frida.mancillavega@bbklaw.com

June 26, 2024

Beaumont-Cherry Valley Recreation & Park District
 390 West Oak Valley Parkway
 Beaumont, CA 92223

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

Pursuant to our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, Riverside-San Bernardino-Ontario, CA, most recent 12-month published. The Index has increased by 4%, therefore, the hourly rates will be:

<u>General Services</u>	<u>Rate/Hr.</u>
All Attorneys	\$ 288.00
Non-Attorneys	\$ 161.00

<u>Special Services</u>	<u>Rate/Hr.</u>
All Attorneys	\$ 388.00
Non-Attorneys	\$ 168.00

These rates will adjust automatically on July 1, 2024.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Albert Maldonado.

Sincerely,

Frida Mancilla Vega
 Business Analyst 1
 for BEST BEST & KRIEGER LLP

TCS Total Compensation Systems, Inc.

June 10, 2024

Ryann Flores
Beaumont-Cherry Valley Recreation and Park District
390 Oak Valley Pkwy
Beaumont, CA 92223-1475

Dear Ryann,

This letter is our proposal for continued GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2023 as well as an anticipated roll-forward valuation as of June 30, 2024.

Fees and Our 10% Discount

To confidently schedule existing clients, we provide an incentive for clients who make a commitment in advance of the typical valuation timeframe. To reserve a place in our schedule, please send the signed contract and non-refundable deposit of one-half of the full valuation fee by August 31, 2024. By reserving a spot, Beaumont-Cherry Valley Recreation and Park District is guaranteed a valuation slot and is prioritized over our other clients that didn't reserve one.

We apply a 10% discount to the full valuation fee as well as to the subsequent roll-forward valuation fee for those who reserve a spot by August 31, 2024. This means that, to reserve a spot, we must receive the signed contract and a check for \$1,530 (one half of the \$3,060 shown below) by August 31, 2024. The following table shows our fees for the GASB 74/75 valuations:

	<u>GASB 74/75 without Discount</u>	<u>GASB 74/75 with 10% Discount</u>
Full Valuation Fee	\$3,400	\$3,060
Roll-Forward Valuation Fee for 2 nd Year	\$1,700	\$1,530

Our fees are generally all-inclusive without additional charges for phone calls, re-work, or additional information. Because the vast majority of our clients do not require an in-person meeting or a separate funding valuation, we prefer not to bake those costs into our standard fees. We do not charge to present valuation results via telephone or a video call or to provide an annual contribution target. In the rare cases where an in-person meeting is necessary, we charge based on travel time (to a maximum of \$5,000). Fees for substantial additional funding work are determined based on the scope of the project.

Even if you aren't able to respond until after the discount deadline, we would still be happy to work with you on your GASB 74/75 valuation. It's never too late for us to get started on the valuation.

Second Year Roll-Forward Valuation

As you know, GASB 75 requires a full actuarial valuation at least every two years. Because your last full valuation was performed as of June 30, 2021, you are due for this full valuation as of June 30, 2023. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2024, we will confirm with you prior to performing that work to ensure circumstances have not changed, and that you would still like for us to proceed with the roll-forward valuation.

Timing and Data Requirements

Our records indicate that you will use the results of this June 30, 2023 valuation in your financials for the fiscal year ending June 30, 2024. This means that the valuation process is spread over a longer timeframe since the valuation census data should still be as of June 30, 2023 but asset and audit information will not be available until several months afterwards.

The following timeline shows when the primary data items are expected to be provided.

Data Item	Anticipated Delivery	Responsible Party
Census Data	July-September	Beaumont-Cherry Valley Recreation and Park District
Asset Information	October-February	Beaumont-Cherry Valley Recreation and Park District
Audit Report/ACFR	January-March	Beaumont-Cherry Valley Recreation and Park District
Draft Report	January-May	TCS

Please let us know if you have any questions about the above or generally about retiree health or pension benefits. We would very much appreciate once again having the opportunity to work with Beaumont-Cherry Valley Recreation and Park District.

Sincerely,



Geoffrey L. Kischuk
Actuary
gkischuk@totcomp.com



Will Kane
Actuary
wkane@totcomp.com



Luis Murillo
Actuary
lmurillo@totcomp.com

We request the following information in order to complete your retiree health actuarial valuation:

- **Census Data.** Demographic information as of June 30, 2023 for active employees eligible for future retiree health benefits and retirees currently receiving health benefits. See below for specific data items needed.
- **Medical Premium Rate Summary.** A summary exhibit that shows the full premium rates (even if the employer only pays up to a certain amount) for medical plans available to active employees and pre-Medicare retirees. Not necessary if you participate in CalPERS Medical as those rates are published and applicable broadly.
- **Audit Report / ACFR.** Your audit report for the fiscal year ending June 30, 2023.
- **Description of Benefit Arrangement.** Either your most recent collective bargaining agreements or a summary of the retiree health benefits and eligibility. If the benefit structure has changed since the last actuarial valuation, a brief description of the change is helpful.
- **Asset Statement.** If retiree health benefits are being funded through an irrevocable trust, please provide the annual trust statement for the full fiscal year ending on June 30, 2023.
- **Formal Funding Policy.** If your plan has a Board-approved funding policy to serve as a basis for an Actuarially Determined Contribution under GASB 75, please let us know (this is relatively rare).
- **Other Useful Information.** Every retiree health plan is unique! If there is information not listed above or below that you believe would be helpful, please feel free to provide it.

For Each Active Employee (any active employee who may become eligible for future retiree health benefits)

- Required Information
 - Date of Birth
 - Sex
 - Date of Hire
 - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
 - Full-Time Equivalent Fraction OR Hours Per Week OR Full-Time / Part-Time Indicator
- Other Information (not required but helpful to have)
 - Name
 - Identifier (e.g. Employee ID, SSN, Last 4 SSN)
 - Active Medical Plan Name, Premium Amount, and Coverage Tier (Single, 2-Party, Family)
 - Salary or Rate of Pay (only needed if you will ask us to calculate the plan's covered payroll)

For Each Retiree (any retiree receiving health coverage (even if self-pay) or health payments through employer)

- Required Information
 - Date of Birth
 - Sex
 - Date of Retirement (to the extent available)
 - Date/Age Benefit Ends (needed if differs amongst retirees – e.g. Lifetime for some / Age 65 for others)
 - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
 - Medical Plan Name and Coverage Tier (Single, 2-Party, Family)
 - Medical Premium – Total Amount (even if employer only pays up to a capped amount)
 - Medical Premium – Employer Portion (including employer reimbursement of Retiree Portion, if any)
 - Medical Premium – Retiree Portion
 - Employer Paid Amount for any Non-Medical Health Benefits (Dental, Vision, Life Insurance, Medicare Part B, HRA Contributions, Cash-In-Lieu, etc.)
- Other Information (not required but helpful to have)
 - Name
 - Identifier (e.g. Employee ID, SSN, Last 4 SSN)

TCS Actuarial Clients

Following is a list of California public employers for which we have performed retiree health valuation services.

Acalanes Union High School District
Acton-Agua Dulce Unified School District
Adelanto Elementary School District
Alameda County Office of Education
Alameda County Waste Management Authority
Alisal Union School District
Allan Hancock Joint Community College District
Alpine Springs County Water District
Alpine Union Elementary School District
Alta Loma School District
Alta Vista Elementary School District
Altadena Library District
Alvord Unified School District
Amador County Office of Education
Anderson Union High School District
Antelope Valley College
Antelope Valley Mosquito & Vector Control District
Antelope Valley Union High School District
Antelope Valley-East Kern Water Agency
Apple Valley Unified School District
Arcadia Unified School District
Arcohe Union Elementary School District
Armona Union Elementary School District
Aromas-San Juan Unified School District
Arrowbear Park County Water District
Arvin Union School District
Associated Students of San Jose State University
Atascadero Unified School District
Atwater Elementary School District
Auburn Public Cemetery District
Auburn Union Elementary School District
Bakersfield City School District
Baldy View Regional Occupation Program
Banning Unified School District
Banta Elementary School District
Barstow Community College District
Bass Lake Joint Union Elementary School District
Bassett Unified School District
Bay Area Rapid Transit District
Bear Valley Unified School District
Beardsley Elementary School District
Beaumont Unified School District
Beaumont-Cherry Valley Recreation and Park District
Bella Vista Elementary School District
Belmont Redwood Shores School District
Berkeley Unified School District
Big Pine Unified School District
Bishop Unified School District
Black Butte Union Elementary School District
Blue Lake Union Elementary School District
Bonny Doon Union Elementary School District
Boulder Creek Fire Protection District
Branciforte Fire Protection District
Bret Harte Union High School District
Burbank Unified School District
Burlingame Elementary School District
Burnt Ranch Elementary School District
Burton School District
Butte County Office of Education
Butte-Glenn Community College District
Buttonwillow Union Elementary School District
Cabrillo College Foundation
Cabrillo Community College District
Cachuma Operation and Maintenance Board
Cal Poly Humboldt University Center
Calaveras County Office of Education
Calexico Unified School District
California State University Los Angeles - Auxiliary Services
California State University, Long Beach Research Foundation
Calistoga Joint Unified School District
Camino Union Elementary School District
Carmel Unified School District
Carmichael Water District
Carpinteria Unified School District
Cascade Union Elementary School District
Castaic Union School District
Castro Valley Sanitary District
Castro Valley Unified School District
Castroville Community Services District
Central Elementary School District
Central Union School District
Central Valley Regional Center, Inc.
Centralia Elementary School District
Ceres Unified School District
Cerritos Community College District
Chabot-Las Positas Community College District
Chaffey Community College District
Chaffey Joint Union High School District
Chatom Union School District
Chico Unified School District
Chino Basin Watermaster
Chino Valley Unified School District
Chowchilla Elementary School District
Chualar Union School District

Citrus Community College District
City College of San Francisco Bookstore
City of Aliso Viejo
City of Arcata
City of Auburn
City of Bell
City of Bell Gardens
City of Bellflower
City of Blue Lake
City of Buena Park
City of Canyon Lake
City of Carmel-by-the-Sea
City of Claremont
City of Coronado
City of Covina
City of Cypress
City of Diamond Bar
City of Dunn
City of East Carbon
City of El Cajon
City of El Paso de Robles
City of Elk Grove
City of Emeryville
City of Fountain Valley
City of Garden Grove
City of Hercules
City of Imperial Beach
City of Industry
City of Irwindale
City of La Puente
City of Lafayette
City of Lake Forest
City of Lakeport
City of Lawndale
City of Lindsay
City of Loma Linda
City of Los Alamitos
City of Manhattan Beach
City of Menifee
City of Millbrae
City of Mission Viejo
City of Morro Bay
City of Oceanside
City of Orinda
City of Oroville
City of Perris
City of Pomona
City of Porterville
City of Rancho Santa Margarita
City of Ridgecrest
City of Riverside

City of Rolling Hills
City of San Clemente
City of San Dimas
City of San Gabriel
City of Scotts Valley
City of Seaside
City of Signal Hill
City of Simi Valley -- General Unit
City of Solvang
City of South Ogden
City of Stanton
City of Twentynine Palms
City of Winters
City of Yorba Linda
Claremont Unified School District
Cloverdale Unified School District
Coachella Valley Mosquito and Vector Control District
Coachella Valley Unified School District
Coast Community College District
Coastline Regional Occupational Program
Coastside County Water District
Coastside Fire Protection District
Cold Spring Elementary School District
College and Career Advantage
College of the Desert
College of the Redwoods
College of the Sequoias
College of the Siskiyous
Colton-Redlands-Yucaipa Regional Occupational
Program
Columbia Elementary School District
Colusa County Office of Education
Compton Community College District
Compton Creek Mosquito Abatement District
Compton Unified School District
Conejo Valley Unified School District
Conrad Hilton Foundation
Contra Costa Community College District
Contra Costa County Office of Education
Copper Mountain Community College District
Corcoran Joint Unified School District
Corning Union Elementary School District
Corning Union High School District
Corona-Norco Unified School District
Cotati-Rohnert Park Unified School District
Cottonwood Fire Protection District
Cottonwood Union School District
Crestline Sanitation District
Cuddeback Union Elementary School District
Cuesta College
Cuttan Elementary School District

Cypress School District	Fountain Valley Elementary School District
Davis Joint Unified School District	Fowler Unified School District
Dehesa Elementary School District	Franklin Elementary School District
Del Mar Union Elementary School District	Fremont Union High School District
Del Norte County Schools	Freshwater School District
Del Paso Manor Water District	Fresno County Superintendent of Schools
Delano Joint Union High School District	Fruitvale Elementary School District
Delano Union School District	Fullerton Elementary School District
Denair Unified School District	Galt Joint Union Elementary School District
Desert Center Unified School District	Garfield School District
Desert Health Care District	Gerber Union Elementary School District
Desert Sands Unified School District	Glendale Community College District
Dinuba Unified School District	Glenn County Office of Education
Diocese of San Bernardino	Glenn-Colusa Irrigation District
Dos Palos Oro Loma Joint Unified School District	Gold Coast Transit
Douglas City Elementary School District	Gold Oak Union Elementary School District
Downey Unified School District	Goleta Water District
Dry Creek Joint Elementary School District	Goleta West Sanitary District
Duarte Unified School District	Grant Elementary School District
Ducor Union Elementary School District	Gravenstein Union Elementary School District
Durham Unified School District	Great Basin Unified Air Pollution Control District
East Whittier City School District	Greater Anaheim Special Education Local Plan Area
Eastside Union School District	Greenfield Union Elementary School District
El Camino Community College District	Greenfield Union School District
El Dorado County Transportation Commission	Gridley Unified School District
El Dorado Hills County Water District	Grizzly Challenge Charter School District
El Dorado Irrigation District	Grossmont Healthcare District
El Dorado Union High School District	Grossmont Union High School District
El Rancho Unified School District	Grossmont-Cuyamaca Community College District
El Segundo Unified School District	Guadalupe Union Elementary School District
Elk Grove Benefit Employee Retirement Trust	Guerneville Elementary School District
Elk Grove Unified School District	Gustine Unified School District
Emery Unified School District	Happy Valley Union Elementary School District
Encina Wastewater Authority	Harmony Union Elementary School District
Encinitas Union Elementary School District	Hart Ransom Academic Charter School
Enterprise Elementary School District	Hart Ransom Union Elementary School District
Escalon Unified School District	Hartnell Community College District
Escondido Union School District	Healdsburg Unified School District
Etiwanda School District	Helix Water District
Eureka City Schools	Hemet Unified School District
Fairfax Elementary School District	Hi-Desert Water District
Fairfield-Suisun Sewer District	Housing Authority of the City of Eureka
Feather River Air Quality Management District	Housing Authority of the City of Los Angeles
Feather River Community College District	Housing Authority of the City of South San Francisco
Ferndale Unified School District	Housing Authority of the County of San Joaquin
Fieldbrook Elementary School District	Hueneme Elementary School District
First 5 San Benito	Hughson Unified School District
Folsom-Cordova Unified School District	Humboldt Bay Harbor Recreation and Conservation District
Fontana Unified School District	Humboldt County Office of Education
Foothill-DeAnza Community College District	Humboldt Transit Authority
Fortuna Union High School District	

Huntington Beach City Elementary School District
 Imperial Community College District
 Imperial County Office of Education
 Indian Wells Valley Water District
 Inland Counties Regional Center, Inc.
 Inland Empire Utilities Agency
 Ironhouse Sanitary District
 Jacoby Creek School District
 Jefferson School District
 Jefferson Union High School District
 John Swett Unified School District
 Julian Union High School District
 Junction Elementary School District
 Jurupa Unified School District
 Kaweah Delta Water Conservation District
 Kentfield Elementary School District
 Kerman Unified School District
 Kern Community College District
 Kern Council of Governments
 Kern County Law Library
 Kern County Office of Education
 Kernville Union School District
 Kings Canyon Joint Unified School District
 Kings County Office of Education
 Kings River Union Elementary School District
 Kings River-Hardwick Union School District
 Kingsburg Elementary Charter School District
 Kit Carson Union Elementary School District
 Knights Ferry Elementary School District
 Knightsen Elementary School District
 La Habra City School District
 La Puente Valley County Water District
 Lafayette School District
 Laguna Beach County Water District
 Laguna Beach Unified School District
 Lake Elsinore Unified School District
 Lake Hemet Municipal Water District
 Lake Tahoe Community College District
 Lakeside Fire Protection District
 Lakeside Union Elementary School District
 Lamont Elementary School District
 Lancaster School District
 Larkspur-Corte Madera School District
 Las Lomas School District
 Las Virgenes Unified School District
 Lassen County Office of Education
 Lassen Municipal Utility District
 Lassen Union High School District
 Laton Unified School District
 Lawndale Elementary School District
 Le Grand Union Elementary School District
 Lemon Grove School District
 Lemoore Union Elementary School District
 Lemoore Union High School District
 Lewiston Elementary School District
 Liberty Union High School District
 Lindsay Unified School District
 Littlerock Creek Irrigation District
 Live Oak School District
 Live Oak Unified School District
 Livermore Valley Joint Unified School District
 Livingston Union School District
 Local Agency Formation Commission for the County of
 Los Angeles
 Lodi Unified School District
 Loleta Union Elementary School District
 Long Beach City College
 Loomis Union School District
 Los Alamitos Unified School District
 Los Angeles County Law Library
 Los Angeles County West Vector Control District
 Los Gatos-Saratoga Joint Union High School District
 Lost Hills Union Elementary School District
 Lower Tule River Irrigation District
 Lucia Mar Unified School District
 Luther Burbank Elementary School District
 Magnolia School District
 Mammoth Unified School District
 Manzanita Elementary School District
 March Joint Powers Authority
 Marin Community College District
 Marin County Office of Education
 Mark West Union School District
 Martinez Unified School District
 Marysville Joint Unified School District
 McCabe Union Elementary School District
 McFarland Unified School District
 McKinleyville Union School District
 McKittrick Elementary School District
 Meadows Union Elementary School District
 Meeks Bay Fire Protection District
 Mendocino-Lake Community College
 Menlo Park City School District
 Merced Community College District
 Merced County Office of Education
 Merced Irrigation District
 Merced Union High School District
 Mid-Placer Public Schools Transportation Agency
 Mill Valley Elementary School District
 Millbrae School District
 Mission Valley ROP
 Modesto City Schools

Modoc Joint Unified School District	Old Adobe Union School District
Mojave Unified School District	Olympic Valley Public Service District
Mono County Office of Education	Ontario Montclair School District Board of Trustees
Monroe Elementary School District	Orange Center School District
Montecito Sanitary District	Orange County Superintendent of Schools
Montecito Water District	Orange Unified School District
Monterey Peninsula Community College District	Orcutt Academy Charter
Monterey Peninsula Unified School District	Orcutt Union School District
Monterey Regional Waste Management District	Orland Unified School District
Moraga School District	Oro Grande Elementary School District
Moreland School District	Oroville City Elementary School District
Moreno Valley Unified School District	Oroville Union High School District
Morongo Unified School District	Otay Water District
Mosquito & Vector Management District of Santa Barbara County	Owens Valley Unified School District
Mount San Antonio Community College District	Oxnard School District
Mount San Antonio Community College District Auxiliary	Oxnard Union High School District
Mount Shasta Union School District	Pacheco Union School District
Mountain Valley Special Education JPA	Pacific Grove Unified School District
Mountain Valley Unified School District	Pacific Union School District
Mountain View Elementary School District	Pacifica School District
Mountain View Los Altos Union High School District	Pajaro Valley Public Cemetery District
Mt. Diablo Unified School District	Pajaro Valley Unified School District
Mt. San Jacinto Community College District	Palermo Union Elementary School District
Municipalities, Colleges and Schools Insurance Group	Palm Ranch Irrigation District
Murrieta Valley Unified School District	Palm Springs Unified School District
Napa County Office of Education	Palo Verde Community College District
Napa Valley Community College District	Palo Verde Unified School District
Natomas Unified School District	Palomar Community College District
Nevada Joint Union High School District	Paradise Elementary School District
New Hope Elementary School District	Paradise Irrigation District
New Jerusalem Elementary School District	Paradise Unified School District
Newman Crows Landing Unified School District	Parlier Unified School District
North Coast Unified Air Quality Management District	Pasadena Area Community College District
North of the River Municipal Water District	Patterson Joint Unified School District
North Orange County Community College District	Peralta Community College District
North Orange County Regional Occupational Program	Perris Elementary School District
North Tahoe Fire Protection District	Pico Water District
Northwest Mosquito and Vector Control District	Piedmont Unified School District
Norwalk La Mirada Unified School District	Pioneer Union School District
Novato Unified School District	Placentia-Yorba Linda Unified School District
Nuview Union School District	Placer County Office of Education
Oak Valley Union Elementary School District	Placer Hills Union School District
Oakdale Joint Unified School District	Placerville Union Elementary School District
Oakland City Housing Authority	Planada Elementary School District
Oakley Union Elementary School District	Pleasant Valley School District
Ocean View School District	Pleasant View Elementary School District
Oceanside Unified School District	Pleasanton Unified School District
Ohlone Community College District	Plumas County Community Development Commission
Ojai Valley Sanitary District	Port of Hueneme - Oxnard Harbor District
	Porterville Unified School District
	Poway Unified School District

Processing Tomato Advisory Board
PSA2 Area Agency on Aging
Public Employees Union, Local 1
Rancho Santiago Community College District
Ravenswood City Elementary School District
Reclamation District No. 1000
Reclamation District No. 900
Red Bluff Joint Union High School District
Red Bluff Union Elementary School District
Redlands Unified School District
Reed Union School District
Reef-Sunset Unified School District
Rescue Fire Protection District
Richgrove Elementary School District
Rim of the World Unified School District
Rincon Valley Union School District
Rio Bravo-Greeley Union Elementary School District
Rio Dell Elementary School District
Rio Hondo Community College District
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside Transit Agency
Robla School District
Rocklin Unified School District
Rodeo-Hercules Fire Protection District
Rosedale Union School District
Roseland Elementary School District
Roseville City School District
Ross School District
Ross Valley Elementary School District
Rowland Unified School District
Rubidoux Community Services District
Sacramento Public Library Authority
Saddleback Valley Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Bernardino City Unified School District
San Bernardino Community College District
San Bernardino County Superintendent of Schools
San Bruno Park School District
San Carlos School District
San Diego County Office of Education
San Francisco Community College District
San Francisco Unified School District
San Gabriel Unified School District
San Jacinto Unified School District
San Joaquin County Office of Education
San Joaquin Delta Community College District
San Juan Water District
San Lorenzo Unified School District
San Luis Coastal Unified School District

San Luis Obispo County Office of Education
San Marcos Unified School District
San Mateo County Community College District
San Mateo County Office of Education
San Mateo County Schools Insurance Group
San Mateo Union High School District
San Miguel Consolidated Fire Protection District
San Ramon Valley Unified School District
Santa Ana Unified School District
Santa Barbara Community College District
Santa Barbara County Association of Governments
Santa Barbara County Education Office
Santa Barbara San Luis Obispo Regional Health Authority (CenCal)
Santa Clarita Community College District
Santa Cruz County Office of Education
Santa Fe Irrigation District
Santa Maria Joint Union High School District
Santa Maria Public Airport District
Santa Monica Community College District
Santa Paula City Housing Authority
Santa Rita Union School District
Santa Ynez River Water Conservation District, Improvement District No.1
Saucelito Irrigation District
Savanna Elementary School District
Scotia Union Elementary School District
Scotts Valley Fire Protection District
Scotts Valley Water District
Seeley Union Elementary School District
Selma Kingsburg Fowler County Sanitation District
Sequoia Union High School District
Serrano Water District
Shasta County Office of Education
Shasta Regional Transportation Agency
Shasta Tehama Trinity Joint Community College District
Shasta Union High School District
Shasta-Trinity ROP JPA
Sierra Lakes County Water District
Sierra Sands Unified School District
Sierra Unified School District
Silicon Valley Clean Water
Silver Valley Unified School District
Siskiyou County Office of Education
Siskiyou Union High School District
Solano County Community College District
Solano County Office of Education
Soledad Unified School District
Sonoma Valley Unified School District
South Bay Union School District
South Bay Union School District

South County Support Services Agency
 South Feather Water and Power Agency
 South Fork Union School District
 South Monterey County Joint Union High School District
 South Pasadena Unified School District
 South San Francisco Unified School District
 South San Luis Obispo County Sanitation District
 Southern California Association of Governments
 Southern California Library Cooperative
 Southern Humboldt Joint Unified School District
 Southern Kern Unified School District
 Southern Trinity Joint Unified School District
 Southwest Transportation Agency
 Standard Elementary School District
 Stanislaus County Office of Education
 Stanislaus Regional Housing Authority
 Stanislaus Union School District
 Stege Sanitary District
 Stockton Unified School District
 Strathmore Union Elementary School District
 Successor Agency to the Redevelopment Agency of the
 City and County of San Francisco dba San Francisco
 Office of Community Investment and Infrastructure
 (OCII)
 Sundale Union Elementary School District
 Sunnyside Union Elementary School District
 Susanville Sanitary District
 Susanville School District
 Sutter Cemetery District
 Sutter County Office of Education
 Sweetwater Authority
 Taft City School District
 Tahoe-Truckee Sanitation Agency
 Tahoe-Truckee Unified School District
 TCS Miscellaneous
 Temple City Unified School District
 Thermalito Union Elementary School District
 Tiburon Fire Protection District
 Town of Ross
 Trabuco Canyon Water District
 Tracy Joint Unified School District
 Trinidad Union School District
 Trinity Alps Unified School District
 Trinity County Office of Education
 Truckee Fire Protection District
 Truckee Sanitary District
 Trust for Retirees of Associated California Schools
 Tulare City School District
 Tulare County Office of Education
 Tulare Joint Union High School District
 Tulare Mosquito Abatement District
 Turlock Unified School District
 United Water Conservation District
 Upper Lake Unified School District
 Upper San Gabriel Valley Municipal Water District
 UTOPIA Fiber
 Val Verde Unified School District
 Vallecito Union School District
 Vallecitos Water District
 Valley Home Joint School District
 Valley Sanitary District
 Ventura County Community College District
 Ventura County Office of Education
 Victor Elementary School District
 Victor Valley Community College District
 Victor Valley Union High School District
 Vineland Elementary School District
 Vista Irrigation District
 Walnut Creek School District
 Walnut Valley Unified School District
 Waltham Housing Authority
 Wasco Union Elementary School District
 Washington Unified School District
 Washington Union School District
 Weed Union Elementary School District
 West Cities Police Communications JPA
 West Contra Costa Transportation Advisory Committee
 West Hills Community College District
 West Kern Community College District
 West Sonoma County Union High School District
 West Valley-Mission Community College District
 Western Placer Unified School District
 Westside Union School District
 Westwood Unified School District
 Wheatland School District
 Wheatland Union High School District
 Willits Unified School District
 Wilsona School District
 Windsor Unified School District
 Winters Joint Unified School District
 Winton School District
 Woodland Joint Unified School District
 Woodside Elementary School District
 Woodside Fire Protection District
 Woodville Union School District
 Yolo County Office of Education
 Yosemite Community College District
 Yreka Union Elementary School District
 Yreka Union High School District
 Yuba Community College District
 Yuba County Office of Education
 Yucaipa-Calimesa Unified School District

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2024 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Beaumont-Cherry Valley Recreation and Park District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2025, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.


- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
BEAUMONT-CHERRY VALLEY RECREATION
AND PARK DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: June 10, 2024

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to one employee classification. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$3,400. One-half, or \$1,700 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,700 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$1,700 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$1,530 by August 31, 2024, all amounts shown above shall be reduced by 10%.



Staff Report

Agenda Item No. **4.7**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: August 14, 2024

Subject: Approval of Summerwind Park Agreement with the City of Calimesa (BB&K Edits)

Background and Analysis:

The Beaumont-Cherry Valley Recreation & Park District successfully operates and maintains several parks and recreation facilities in the area and has done so for many years. The City of Calimesa has a new park located at 1000 Engleman Drive, Calimesa, CA 92320 that requires maintenance and operation services. General Manager Mickey Valdivia has proposed to the City of Calimesa that BCVRPD serve the City by providing parks and recreation, maintenance, and daily opening and closing services for Summerwind Park.

City of Calimesa City Manager Will Kolbow has been Mickey's point of contact for this agreement. The agreement is for a one-year term and the amount of the contract is listed as "not to exceed \$55,000 per calendar year". Staff recommends that the Board assess the contract and give Mr. Valdivia permission to work in concert with the City of Calimesa to enter into an agreement.

Best Best and Krieger suggested edits to the scope of work and clarified language after receiving suggestions from CAPRI. The agreement was delivered to the City of Calimesa on Tuesday, August 6th.

Fiscal Impact:

The District will receive payment for services in an amount not to exceed \$55,000 per calendar year.

Recommendations:

Staff recommends that the Board approve the Agreement for Summerwind Park services with the City of Calimesa.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny", written over a white background.

Deidre Chatigny

Human Resource Administrator/Clerk of the Board

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF CALIMESA AND BEAUMONT CHERRY
VALLEY RECREATION AND PARKS DISTRICT
FOR RECREATION AND MAINTENANCE
SERVICES AT SUMMERWIND PARK**

THIS AGREEMENT for recreation and maintenance services at Summerwind Park (“Agreement”) is made and effective as of June 17, 2024, by and between the City of Calimesa, a California municipal corporation, (“City”) and the Beaumont-Cherry Valley Recreation and Parks District, a California special district (“District”). City and District may be referred to herein as a “Party” or collectively as the “Parties.”

R E C I T A L S

A. The City implements parks and recreation programs for the enjoyment of the community.

B. On May 13, 2024, the District met with the City Manager and thereafter proposed to serve the City in providing parks and recreation, maintenance, and daily opening and closing services for Summerwind Park located at 1000 Engleman Drive, Calimesa, California 92320 as specified in Exhibit A, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM.

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect for one (1) year, expiring on June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES.

District shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein by this reference. In no event shall any District employee exceed twelve hours a week or 700 hours annually. The City shall perform such services as set forth in Exhibit A to make necessary repairs and to provide documentation to the District to facilitate the District’s performance of services.

3. PERFORMANCE.

District shall at all times faithfully, competently and to the best of its ability and experience perform all tasks described herein. District shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of District hereunder in meeting its obligations under this Agreement.

4. PAYMENT.

A. The City agrees to pay District the payment rates as provided in Exhibit A. The total amount the City pays to the District shall not exceed \$55,000 for the term of the Agreement unless additional payment is approved pursuant to Section 4.B.

B. District shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in the Scope of Services, unless such additional services are authorized in advance by the City and approved in writing by the City Manager.

C. District will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of District fees it shall give written notice to District within 30 days of receipt of an invoice of any disputed fees set forth on the invoice. The District shall have thirty (30) days from receiving such notice to respond to the City with adequate documentation to justify the submitted invoice.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE.

A. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by giving written notice to the other Party at least ten (10) calendar days before the termination is to be effective. District shall immediately cease all work under this Agreement on or before the date the termination is to be effective as specified in the notice.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to District the actual value of the work performed up to the effective date of termination. Upon termination of the Agreement pursuant to this Section, District will submit a final invoice to the City pursuant to Section 4.

6. DEFAULT OF DISTRICT.

A. District's failure to comply with the provisions of this Agreement shall constitute a default. In the event that District is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating District for any work performed after the date of default and can terminate this Agreement immediately by written notice to District. If such failure by District to make progress in the performance of work hereunder arises out of causes beyond District's control, and without fault or negligence of District, it shall not be considered a default.

B. If the City Manager or his/her delegate determines that District is in default in the performance of any of the terms or conditions of this Agreement, it shall serve District with written notice of the default. District shall have ten (10) business days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that District fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to

terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

A. District shall maintain complete and accurate records with respect to reports, and other such information required by the City that relate to the performance of services under this Agreement. District shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. District shall provide free access to the representatives of the City or its designees at reasonable times to such records, shall give the City the right to records, shall permit the City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

B. Upon completion of, or in the event of termination of this Agreement, all original documents and computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of District. With respect to computer files containing data generated for the work, District shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION.

A. District Indemnification To the fullest extent permitted by law, District shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "City Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of District, its officers, agents, servants, employees, subcontractors, (or any entity or individual that District shall bear the legal liability thereof). District shall defend the City Indemnitees in any action or actions filed in connection with any such claims with counsel of the City's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

B. Limitations. Except as provided in Section 8.C, District shall not be liable for any third party damages, including, but not limited to, death or injury to any person and injury to any property when District was not physically at Summerwind Park during the time of such incurred damages, or for pre-existing conditions of landscaping, terrain, and/or equipment at Summerwind Park.

C. City Indemnification. To the fullest extent permitted by law, City shall, at its sole cost and expense, defend, hold harmless and indemnify District and its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively "District Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of City, its officers, agents, servants, employees, subcontractors, (or any entity or individual that City shall bear the legal liability thereof). City shall defend the District Indemnitees in any action or actions filed in connection with any such claims with counsel of the District's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

9. INSURANCE REQUIREMENTS.

To the extent permitted by the District's insurance carrier, which is a joint insurance pool, District shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by District, its agents, representatives, or employees.

A. General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Workers' Compensation. A program Workers' Compensation insurance or state-approved Self-Insurance Program in an amount, form and as broad as to meet all applicable requirement of the Labor Code of the State of California, including Employer's Liability with one million dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risk to such person under this Agreement. Should the Contractor be self-employed, he must certify under Section 3800 of the California Labor Code, the performance of the work for which this Agreement is issued is without employing any person in any manner so as to become subject to the Workers' Compensation Laws of California.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or District shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City Manager, and the City's officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of District; products and completed operations of District; premises owned, occupied or used by District; or automobiles owned, leased, hired or borrowed by District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of District's insurance and shall not contribute to it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. District shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, District's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR.

A. District is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. Neither the City nor any of their officers, employees, agents, or volunteers shall have control over the conduct of District or any of District's officers, employees, or agents except as set forth in this Agreement. District shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. District shall not incur or have the power to incur any debt, obligation or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to District in connection with the performance of this Agreement. Except for the fees paid to District as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to District for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to District for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES.

District shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner may affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. District shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of District to comply with this Section.

12. RELEASE OF INFORMATION.

A. All information gained by District in performance of this Agreement shall be considered confidential and shall not be released by District without the City's prior written authorization except when required by law. District, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena, court order, or public records request shall not be considered "voluntary" provided District gives the City notice of such subpoena, court order, or public records request.

B. District shall promptly notify the City should District, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. The City retains the right, but has no obligation, to represent District and/or be present at any deposition, hearing or similar proceeding. District agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by District. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

13. NOTICES.

Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by

Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Calimesa
Attention: City Manager
908 Park Ave
Calimesa, California 92320

To District: Beaumont-Cherry Valley Recreation and Park
District
Attention: General Manager
390 West Oak Valley Parkway
Beaumont, CA 92223

14. ASSIGNMENT.

District shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

15. LICENSES.

At all times during the term of this Agreement, District shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW.

The City and District understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall be initiated in state or federal court in the County of Riverside, California. In the event such litigation is filed by one Party against the other to enforce its rights under this Agreement, the prevailing Party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST.

No officer, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, District, or District's sub-contractors for this project, during his/her tenure or for one year thereafter. District hereby warrants and represents to the City that no officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of District or District's sub-contractors on this project. District further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such party deems material. In the event of a conflict between the provisions of this Agreement and the exhibits hereto, the text of this Agreement shall prevail.

19. AMENDMENTS.

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

20. WAIVER.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

21. COUNTERPARTS.

This Agreement may be signed in counterparts, and any facsimile, e-mail, or other copies of this Agreement or any counterparts, shall be deemed an original.

22. ELECTRONIC SIGNATURES.

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

23. SEVERABILITY.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

24. AUTHORITY TO EXECUTE THIS AGREEMENT.

Each person signing this Agreement represents that he or she has the authority to execute this Agreement on behalf of the party for whom they are signing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Approved As to Form

Quinn Barrow, City Attorney

City of Calimesa

Will Kolbow, City Manager

**Beaumont-Cherry Valley Recreation and
Parks District**

Mickey Valdivia, General Manager

EXHIBIT A

SCOPE OF SERVICES

Beaumont Cherry Valley Recreation and Park District will provide the following services at Summerwind Park:

- Park Opening
 - Open parking lot gates and restrooms at 6 AM
 - Three days per week (Friday through Sunday)
 - Estimated time per day: 0.333 hours
 - Cost per day: \$31.34
- Park Closing
 - Close parking lot gates and restrooms at sundown
 - Seven days per week
 - Ensure no vehicles are left parked
 - Inform City staff and/or Riverside County Sheriff's Department if any vehicles are in the parking lot at time of closing
 - Estimated time per day: 0.333 hours
 - Cost per day: \$31.34
- Clean Restrooms
 - One day per week at time of park opening (Saturdays)
 - Clean/sanitize floors, walls and fixtures up to 6 feet from floor
 - Restock toilet paper and associated material as needed
 - Estimated time per day: 0.5 hours
 - Cost per day: \$36.29
- Playground Inspections
 - 2-hour inspections monthly (8 months – January, February, April, May, July, August, October, and November)
 - 4-hour inspections quarterly (4 months – March, June, September, and December)
 - High Frequency Use Areas to be inspected weekly by the District's contracted landscapers.
 - Low Frequency Use Areas to be inspected monthly by the District's Certified Playground Safety Inspector.
 - Annual Cost: \$2,836.02
- Playground Issues
 - Reporting – Any issues brought to the District's attention or discovered by the District shall be reported to the City by e-mail within forty-eight (48) business hours.
 - Repairs – The City shall be responsible for any costs and repairs reported by the District, so long as the damages needing repairs were not the District's fault.
 - The City shall use a certified contractor to install and/or replace any damaged parts.
 - After the installation is complete, the District's Certified Playground Safety Inspector will conduct an inspection to certify the safety of the damaged part and submit a report to the City.
 - The City shall be responsible for re-opening the playground after the District's inspection has deemed the area safe for play and the City has

emailed to the District a signed document approving the re-opening of the playground/structure.

- Recreation Inquiries and Park Programming
 - Answer park related inquiries both in-person and over the phone, Monday through Friday
 - Development of park programming at Summerwind Park
 - Organize, plan, and implement programming
 - Take reservations for ball field and gazebo
 - Estimated time per day: 1.6 hours
 - Annual Cost: \$24,223.68
- Movies in the Park
 - Organize, plan and implement two (2) Movies in the Park events
 - Includes staffing, equipment rental, and licensing for movies
 - Other services and materials as needed for a successful event
 - Estimated Cost per Event: \$3,500
- Playground Documentation:
 - The City shall provide to the District copies of existing playground handbooks and any other documentation related to the playgrounds on site.
 - Any reports generated from inspections shall be transmitted via email, including, but not limited to, monthly reports, quarterly reports, incident reports, billing or invoices, and certifications of materials installed or used for ground cover.



**COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER**

County Administrative Center
4080 Lemon Street, 11th Floor
P.O. Box 1326
Riverside, CA 92502-1326
(951) 955-3800
Fax (951) 955-3802



Ben J. Benoit
County Auditor-Controller

Tanya S. Harris, DPA, CPA
Assistant Auditor-Controller

May 21, 2024

Dear Taxing Agencies,

Subject: Property Tax Apportionment Adjustment

In keeping with our mission of fiscal integrity and transparency, we are informing you of an upcoming apportionment adjustment. After a thorough review of our refund processing, we have determined adjustments are needed for the interest associated with these refunds. The refund interest (R&T 5151) was calculated through the refund process; however, it was not adjusted in the distribution. The impact to the distribution is an over payment to the general-purpose recipients.

The total refund interest covers fiscal years 2018-19 through 2022-23 in the amount of \$4,573,153. The proposed adjustment will be recovered over two fiscal years (FY 2023-24 & FY 2024-25) with the larger amount adjusted next year to allow agencies sufficient time to budget for the adjustment. All future refund interest will be adjusted in the Secured Settlement 1 (SS1) & Secured Settlement 2 (SS2) distributions. The current AB8 factor will be used to allocate refund interest to local agencies. The estimated allocation of each agency is attached to this letter.

<u>Apportionment</u>	<u>Date</u>	<u>Amount</u>
Secured Settlement 3 (SS3)	June 2024	\$1,449,980.93 reduction
Secured Settlement 1 (SS1)	January 2025	\$3,123,172.06 reduction

If you have any questions, please contact myself, at 951-955-6298 or Fendy Kao, at 951-955-0322.

Sincerely,

Jennifer Baechel
Deputy Auditor-Controller
Property Tax Division

JB/fk

Enclosure



County of Riverside
Auditor Controller's Office
Property Tax Division

Refund Interest Adjustment by District

(SS3 Aug 2024)
FY 23-24 Adjustment -
2018, 2019, 2020

(SS1 Jan 2025)
FY 24-25 Adjustment* -
2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
01-1001-GP	01-1001-GP GENERAL	682,496,542.28	0.5000408611	(341,524,587.44)	340,971,954.84	0.1229807385	178,319.73	384,090.01
01-1121-GP	01-1121-GP CO FREE LIBRARY	41,887,820.89	0.4734570655	(19,832,084.76)	22,055,736.13	0.0079549965	11,534.59	24,844.82
01-1123-GP	01-1123-GP CO STRUCTURE FIRE PROTECTION	56,316,211.00	0.0001225171	4,182,274.42	60,498,485.42	0.0218204116	31,639.18	68,148.90
01-1134-GP	01-1134-GP SUPERVISORIAL RD DIST 4	1,068,963.53	0.1212702600	(129,633.49)	939,330.04	0.0003387947	491.25	1,058.11
01-1139-GP	01-1139-GP COUNTY COMMUNITY PARKS	605,844.00	0.4019412700	(243,513.71)	362,330.29	0.0001306841	189.49	408.15
	CATEGORY TOTAL	782,375,381.70		(357,547,544.98)	424,827,836.72	0.1532256254		
02-2051-GP	02-2051-GP CITY OF BANNING	5,176,575.38	0.2769848400	(1,433,832.90)	3,742,742.48	0.0013499210	1,957.36	4,216.04
02-2102-GP	02-2102-GP CITY OF BEAUMONT ANX	9,777,333.84	0.2808029224	(2,745,503.92)	7,031,829.92	0.0025562192	3,677.47	7,921.05
02-2152-GP	02-2152-GP CITY OF BLYTHE ANX	1,296,410.85	0.2749044200	(356,389.07)	940,021.78	0.0003390442	491.61	1,058.89
02-2170-GP	02-2170-GP CITY OF CALIMESA	886,314.43	0.1251028200	(110,880.43)	775,434.00	0.0002796812	405.53	873.49
02-2173-GP	02-2173-GP CALIMESA CITY FIRE	1,660,384.64	0.0000000000	0.00	1,660,384.64	0.0005988625	868.34	1,870.35
02-2190-GP	02-2190-GP CITY OF CANYON LAKE	1,277,864.32	0.1343661100	(171,701.66)	1,106,162.66	0.0003989674	578.50	1,246.04
02-2191-GP	02-2191-GP CITY OF CANYON LAKE FIRE	1,384,744.00	0.0000000000	0.00	1,384,744.00	0.0004994452	724.19	1,559.85
02-2224-GP	02-2224-GP CATHEDRAL CITY FIRE	526,112.29	0.1274386000	(67,047.01)	459,065.28	0.0001655742	240.08	517.12
02-2225-GP	02-2225-GP CITY OF COACHELLA CITY	374,972.44	0.1461225600	(54,791.93)	320,180.51	0.0001154817	167.45	360.67
02-2252-GP	02-2252-GP CITY OF COACHELLA ANX	1,191,926.16	0.5320741200	(634,193.06)	557,733.10	0.0002011614	291.68	628.26
02-2301-GP	02-2301-GP CITY OF CORONA	50,506,266.91	0.2609270990	(13,178,453.71)	37,327,813.20	0.0134632833	19,521.50	42,048.15
02-2321-GP	02-2321-GP CITY OF DESERT HOT SPRINGS	1,686,569.50	0.3258185915	(549,515.70)	1,137,053.80	0.0004101091	594.65	1,280.84
02-2352-GP	02-2352-GP CITY OF LAKE ELSINORE ANX	5,214,332.10	0.3391757599	(1,768,575.05)	3,445,757.05	0.0012428052	1,802.04	3,881.49
02-2374-GP	02-2374-GP LA QUINTA NO-LOW	5,155,408.50	0.0000000000	0.00	5,155,408.50	0.00018594372	2,696.15	5,807.34
02-2375-GP	02-2375-GP CITY OF LA QUINTA	3,783,229.60	0.1491385500	(564,225.38)	3,219,004.22	0.00011610207	1,683.46	3,626.07
02-2407-GP	02-2407-GP CITY OF HEMET BASIC AREA ANX	10,875,717.07	0.2670655600	(2,904,529.47)	7,971,187.60	0.0028750239	4,168.73	8,979.19
02-2441-GP	02-2441-GP CITY OF INDIAN WELLS	1,775,715.14	0.1661793200	(295,087.13)	1,480,628.01	0.0005340284	774.33	1,667.86
02-2448-GP	02-2448-GP INDIAN WELLS NO-LOW	1,805,971.02	0.1881220700	(339,743.01)	1,466,228.01	0.0005288347	766.80	1,651.64
02-2451-GP	02-2451-GP CITY OF INDO DS	16,380,653.62	0.3588987500	(5,878,996.11)	10,501,657.51	0.0037877062	5,492.10	11,829.66
02-2490-GP	02-2490-GP CITY OF MORENO VALLEY	10,146,040.44	0.1150391961	(1,167,192.34)	8,978,848.10	0.0032384639	4,695.71	10,114.28
02-2493-GP	02-2493-GP MORENO VALLEY FIRE	11,127,026.61	0.1142913513	(1,271,722.91)	9,855,303.70	0.0035545812	5,154.07	11,101.57
02-2494-GP	02-2494-GP CITY OF MORENO VALLEY LIBRARY	5,194,049.27	0.4743613465	(2,463,856.21)	2,730,193.06	0.0009847178	1,427.82	3,075.44
02-2495-GP	02-2495-GP CITY OF MURRIETA	12,190,399.40	0.1751028530	(2,134,573.71)	10,055,825.69	0.0036269049	5,258.94	11,327.45
02-2498-GP	02-2498-GP CITY OF MURRIETA LIBRARY	4,782,633.33	0.4744615291	(2,268,697.26)	2,513,936.07	0.0009607188	1,314.72	2,831.84
02-2501-GP	02-2501-GP CITY OF NORCO	2,999,361.03	0.3961191100	(1,188,104.22)	1,811,256.81	0.0006532786	947.24	2,040.30
02-2580-GP	02-2580-GP CITY OF PALM DESERT	3,980,149.25	0.2294310600	(913,169.86)	3,066,979.39	0.00011061888	1,603.95	3,454.82
02-2590-GP	02-2590-GP PALM DESERT NO-LOW	4,266,381.33	0.2780922400	(1,186,447.54)	3,079,933.79	0.00011108612	1,610.73	3,469.41
02-2601-GP	02-2601-GP CITY OF PALM SPRINGS	41,079,508.98	0.1752330800	(7,198,488.88)	33,881,020.10	0.0122201043	17,718.92	38,165.49
02-2651-GP	02-2651-GP CITY OF FERRIS	12,009,091.24	0.2809960174	(3,374,506.81)	8,634,584.43	0.0031142959	4,515.67	9,726.48
02-2681-GP	02-2681-GP CITY OF RANCHO MIRAGE	2,949,066.18	0.0579332000	(170,848.84)	2,778,217.34	0.00010020390	1,452.94	3,129.54



County of Riverside
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Refund Interest Adjustment by District

(SS3 Aug 2024)
FY 23-24 Adjustment - 2018, 2019, 2020
(SS1 Jan 2025)
FY 24-25 Adjustment* - 2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
02-2701-GP	02-2701-GP CITY OF RIVERSIDE	39,482,453.97	0.2203015699	(8,698,046.59)	30,784,407.38	0.01111032274	16,099.47	34,677.29
02-2802-GP	02-2802-GP CITY OF SAN JACINTO ANX	4,735,522.63	0.3998685600	(1,893,586.61)	2,841,936.02	0.0010250209	1,486.26	3,201.32
02-2900-GP	02-2900-GP CITY OF TEMECULA	11,093,198.25	0.1458443345	(1,617,880.12)	9,475,318.13	0.0034175292	4,955.35	10,673.53
02-3100-GP	02-3100-GP CITY OF MENIFEE	10,234,091.98	0.0000043398	(44.41)	10,234,047.57	0.0036911854	5,352.15	11,528.21
02-3110-GP	02-3110-GP CITY OF MENIFEE FIRE PROTECTION	9,349,439.55	0.0000005698	(5.33)	9,349,434.22	0.0033721257	4,889.52	10,531.73
02-3200-GP	02-3200-GP CITY OF WILDOMAR	2,717,621.15	0.0000050051	(13.60)	2,717,607.55	0.0009801785	1,421.24	3,061.27
02-3210-GP	02-3210-GP CITY OF WILDOMAR FIRE PROTECTION	2,792,016.07	0.0000008973	(2.51)	2,792,013.56	0.0010070150	1,460.15	3,145.08
02-3400-GP	02-3400-GP CITY OF EASTVALE	3,293,106.17	0.0000000000	0.00	3,293,106.17	0.0011877476	1,722.21	3,709.54
02-3410-GP	02-3410-GP CITY OF EASTVALE FIRE PROTECTION	7,854,542.02	0.0000000000	0.00	7,854,542.02	0.0028329525	4,107.73	8,847.80
02-3500-GP	02-3500-GP CITY OF JURUPA VALLEY	6,612,188.97	0.0000000000	0.00	6,612,188.97	0.0023848644	3,458.01	7,448.34
	CATEGORY TOTAL	329,624,389.63		(66,600,653.29)	263,023,736.34	0.0948666077		
03-0004-GP	03-0004-GP YUCAIPA UNIFIED SCHOOL	2,729,782.04	0.0000000000	0.00	2,729,782.04	0.0009845695	1,427.61	3,074.98
03-0009-GP	03-0009-GP SAN BERNARDINO VLY COM COLLEGE	495,293.86	0.0000000000	0.00	495,293.86	0.0001786410	259.03	557.93
03-0018-GP	03-0018-GP COLTON JOINT UNIFIED SCHOOL	519,580.72	0.0000000000	0.00	519,580.72	0.0001874008	271.73	585.28
03-0501-GP	03-0501-GP ALVORD UNIFIED SCHOOL	27,762,355.65	0.0000000000	0.00	27,762,355.65	0.0100132428	14,519.01	31,273.08
03-0801-GP	03-0801-GP BEAUMONT UNIFIED SCHOOL	9,911,314.30	0.0000000000	0.00	9,911,314.30	0.0035747830	5,183.37	11,164.66
03-1101-GP	03-1101-GP BEAUMONT UNIFIED SCHOOL	35,514,500.39	0.0000000000	0.00	35,514,500.39	0.0128092631	18,573.19	40,005.53
03-1601-GP	03-1601-GP COACHELLA VALLEY UNIFIED SCHOOL	34,579,106.49	0.0000000000	0.00	34,579,106.49	0.0124718880	18,084.00	38,951.85
03-1701-GP	03-1701-GP CORONA NORCO UNIFIED SCHOOL	158,896,893.21	0.0000000000	0.00	158,896,893.21	0.0573104532	83,099.06	178,990.41
03-2001-GP	03-2001-GP DESERT SANDS UNIFIED SCHOOL	81,514,520.82	0.0000000000	0.00	81,514,520.82	0.0294004120	42,630.04	91,822.55
03-2201-GP	03-2201-GP DESERT CENTER UNIFIED SCHOOL	1,580,374.04	0.0000000000	0.00	1,580,374.04	0.0005700045	826.50	1,780.22
03-2301-GP	03-2301-GP LAKE ELSINORE UNIFIED	41,303,180.90	0.0000000000	0.00	41,303,180.90	0.0148971069	21,600.52	46,526.23
03-3201-GP	03-3201-GP HEMET UNIFIED SCHOOL	46,667,146.06	0.0000000000	0.00	46,667,146.06	0.0168317657	24,405.74	52,568.50
03-3601-GP	03-3601-GP JURUPA UNIFIED SCHOOL	28,252,950.89	0.0000000000	0.00	28,252,950.89	0.0101901892	14,775.58	31,825.71
03-3901-GP	03-3901-GP MENIFEE SCHOOL	5,307,774.70	0.0000000000	0.00	5,307,774.70	0.0019143922	2,775.83	5,978.98
03-4201-GP	03-4201-GP MORENO VALLEY UNIFIED SCHOOL	43,703,989.41	0.0000000000	0.00	43,703,989.41	0.0157630233	22,856.08	49,230.63
03-4501-GP	03-4501-GP MURRIETA UNIFIED	62,675,034.70	0.0000000000	0.00	62,675,034.70	0.0226054428	32,777.46	70,600.69
03-4701-GP	03-4701-GP NUVIEWE SCHOOL	1,027,337.03	0.0000000000	0.00	1,027,337.03	0.0003705368	537.27	1,157.25
03-5101-GP	03-5101-GP PALM SPRINGS UNIFIED SCHOOL	63,632,380.75	0.0000000000	0.00	63,632,380.75	0.0229507355	33,278.13	71,679.10
03-5301-GP	03-5301-GP PALO VERDE UNIFIED SCHOOL	9,883,419.58	0.0000000000	0.00	9,883,419.58	0.0035647220	5,168.78	11,133.24
03-5401-GP	03-5401-GP PALO VERDE COMMUNITY COLLEGE	1,750,226.56	0.0000000000	0.00	1,750,226.56	0.0006312664	915.32	1,971.55
03-5701-GP	03-5701-GP PERRIS SCHOOL	1,686,461.42	0.0000000000	0.00	1,686,461.42	0.0006082678	881.98	1,899.72
03-5801-GP	03-5801-GP RIVERSIDE UNIFIED SCHOOL	111,200,800.79	0.0000000000	0.00	111,200,800.79	0.0401075701	58,155.21	125,262.84
03-6101-GP	03-6101-GP ROMOLAND SCHOOL	1,320,293.63	0.0000000000	0.00	1,320,293.63	0.0004761995	690.48	1,487.25
03-6301-GP	03-6301-GP SAN JACINTO UNIFIED SCHOOL	15,370,202.89	0.0000000000	0.00	15,370,202.89	0.0055436785	8,038.23	17,313.86
03-6501-GP	03-6501-GP TEMECULA UNIFIED	97,375,732.75	0.0000000000	0.00	97,375,732.75	0.0351211862	50,925.05	109,689.51



County of Riverside
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Refund Interest Adjustment by District

(SS3 Aug 2024) (SS1 Jan 2025)
FY 23-24 Adjustment - FY 24-25 Adjustment** -
2018, 2019, 2020 2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
03-8001-GP	03-8001-GP VAL VERDE UNIFIED	25,610,284.05	0.0000000000	0.00	25,610,284.05	0.0092370401	13,393.53	28,848.87
03-8601-GP	03-8601-GP PERRIS UNION HS	42,800,595.95	0.0000000000	0.00	42,800,595.95	0.0154371901	22,383.63	48,213.00
03-9001-GP	03-9001-GP DESERT COMMUNITY COLLEGE	41,188,107.71	0.0000000000	0.00	41,188,107.71	0.0148556027	21,540.34	46,396.60
03-9101-GP	03-9101-GP RIVERSIDE CITY COMMUNITY COLLEGE	58,312,024.82	0.0000000000	0.00	58,312,024.82	0.0210318056	30,495.72	65,685.95
03-9201-GP	03-9201-GP MT SAN JACINTO JR COLLEGE	44,638,739.10	0.0000000000	0.00	44,638,739.10	0.0161001660	23,344.93	50,283.59
03-9830-GP	03-9830-GP ELSINORE AREA ELEM SCHOOL FUND	37,382,389.84	0.0000000000	0.00	37,382,389.84	0.0134829678	19,550.05	42,109.63
03-9831-GP	03-9831-GP PERRIS AREA ELEM SCHOOL FUND	32,828,673.59	0.0000000000	0.00	32,828,673.59	0.0118405471	17,168.57	36,980.07
03-9832-GP	03-9832-GP PERRIS JR HIGH AREA FUND	21,851,741.22	0.0000000000	0.00	21,851,741.22	0.0078814202	11,427.91	24,615.03
03-9896-GP	03-9896-GP RIVERSIDE CO OFC OF EDUCATION	107,508,820.90	0.0000000000	0.00	107,508,820.90	0.0387759579	56,224.40	121,103.99
	CATEGORY TOTAL	1,296,782,030.76		0.00	1,296,782,030.76	0.4677194383		
04-1110-GP	04-1110-GP RIV CO REGIONAL PARK & OPEN SP	8,909,390.95	0.1847790804	(1,646,269.07)	7,263,121.88	0.0026196409	3,798.43	8,181.59
04-1351-GP	04-1351-GP FLOOD CONTROL ADMIN	6,312,334.40	0.1220682441	(770,535.58)	5,541,798.82	0.0019987993	2,898.22	6,242.59
04-1361-GP	04-1361-GP FLOOD CONTROL ZN 1	11,014,555.89	0.0000004213	(4.64)	11,014,551.25	0.0039726951	5,760.33	12,407.41
04-1362-GP	04-1362-GP FLOOD CONTROL ZN 2	23,377,235.20	0.1359780299	(3,178,790.39)	20,198,444.81	0.0072851142	10,563.28	22,752.67
04-1363-GP	04-1363-GP FLOOD CONTROL ZN 3	3,060,165.38	0.1515836100	(463,870.92)	2,596,294.46	0.0009364236	1,357.80	2,924.61
04-1364-GP	04-1364-GP FLOOD CONTROL ZN 4	27,498,211.48	0.1653617300	(4,547,151.82)	22,951,059.66	0.0082779191	12,002.82	25,853.37
04-1365-GP	04-1365-GP FLOOD CONTROL ZN 5	6,182,384.20	0.1093731400	(676,186.77)	5,506,197.43	0.0019859587	2,879.60	6,202.49
04-1366-GP	04-1366-GP FLOOD CONTROL ZN 6	7,060,485.28	0.1277184400	(897,983.87)	6,162,501.41	0.0022226724	3,222.83	6,941.79
04-1367-GP	04-1367-GP FLOOD CONTROL ZN 7	9,108,601.95	0.2405601500	(2,191,166.65)	6,917,435.30	0.0024949597	3,617.64	7,792.19
04-1701-GP	04-1701-GP CSA 1 *	8,483.53	0.1741322000	(1,477.26)	7,006.27	0.0000025270	3.66	7.89
04-1714-GP	04-1714-GP CSA 13 *	4,914.70	0.1276756500	(627.49)	4,287.21	0.0000015462	2.24	4.83
04-1716-GP	04-1716-GP CSA 15 *	32,136.64	0.1262669800	(4,057.80)	28,078.84	0.0000101273	14.68	31.63
04-1723-GP	04-1723-GP CSA 21 *	25,815.32	0.1326705399	(3,424.93)	22,390.39	0.0000080756	11.71	25.22
04-1724-GP	04-1724-GP CSA 22 *	2,683.50	0.4000000000	(1,073.40)	1,610.10	0.0000005807	0.84	1.81
04-1729-GP	04-1729-GP CSA 27 *	69,410.28	0.1648530400	(11,442.50)	57,967.78	0.0000209076	30.32	65.30
04-1733-GP	04-1733-GP CSA 30 *	24,113.67	0.1549717300	(3,736.94)	20,376.73	0.0000073494	10.66	22.95
04-1739-GP	04-1739-GP CSA 36 *	170,007.09	0.2785902800	(47,362.32)	122,644.77	0.0000442351	64.14	138.15
04-1742-GP	04-1742-GP CSA 38 *	85,811.73	0.2082100700	(17,866.87)	67,944.86	0.0000245061	35.53	76.54
04-1747-GP	04-1747-GP CSA 43 *	45,820.22	0.1077830900	(4,938.64)	40,881.58	0.0000174750	21.38	46.05
04-1752-GP	04-1752-GP CSA 47 *	18,904.70	0.1482189600	(2,802.03)	16,102.67	0.0000058078	8.42	18.14
04-1756-GP	04-1756-GP CSA 51	67,687.12	0.5068112700	(34,304.60)	33,382.52	0.0000120403	17.46	37.60
04-1757-GP	04-1757-GP CSA 52 *	56,042.11	0.0983723000	(5,512.99)	50,529.12	0.0000182246	26.43	56.92
04-1765-GP	04-1765-GP CSA 59 *	7,475.57	0.1091055500	(815.63)	6,659.94	0.0000024020	3.48	7.50
04-1768-GP	04-1768-GP CSA 62	41,402.35	0.9098004500	(37,667.88)	3,734.47	0.0000013469	1.95	4.21
04-1776-GP	04-1776-GP CSA 69	171,180.71	0.1772256200	(30,337.61)	140,843.10	0.0000507988	73.66	158.65
04-1777-GP	04-1777-GP CSA 70 *	44,967.41	0.1279870000	(5,755.24)	39,212.17	0.00000141429	20.51	44.17



County of Riverside
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Refund Interest Adjustment by District

(SS3 Aug 2024)
FY 23-24 Adjustment -
2018, 2019, 2020

(SS1 Jan 2025)
FY 24-25 Adjustment*-
2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
04-1779-GP	04-1779-GP COUNTY SERVICE AREA 72 *	0.00	0.1246025600	0.00	0.00	0.0000000000	-	-
04-1781-GP	04-1781-GP COUNTY SERVICE AREA 73 *	0.00	0.1277544200	0.00	0.00	0.0000000000	-	-
04-1788-GP	04-1788-GP CSA 80 *	45,831.38	0.1187309800	(5,441.60)	40,389.78	0.0000145676	21.12	45.50
04-1791-GP	04-1791-GP COUNTY SERVICE AREA 82	0.00	0.4000000000	0.00	0.00	0.0000000000	-	-
04-1793-GP	04-1793-GP CSA 84	1,339.90	0.3926162100	(526.07)	813.83	0.0000002935	0.43	0.92
04-1794-GP	04-1794-GP CSA 85 *	42,587.05	0.3599710300	(15,330.10)	27,256.95	0.0000098309	14.25	30.70
04-1796-GP	04-1796-GP CSA 87	18,697.65	0.1699692800	(3,178.03)	15,519.62	0.0000055975	8.12	17.48
04-1799-GP	04-1799-GP CSA 89	7,744.61	0.4000000000	(3,097.84)	4,646.77	0.0000016759	2.43	5.23
04-1802-GP	04-1802-GP CSA 91	31,763.93	0.4000000000	(12,705.57)	19,058.36	0.0000068739	9.97	21.47
04-1804-GP	04-1804-GP CSA 93 *	94,002.75	0.5943394900	(55,869.55)	38,133.20	0.0000137537	19.94	42.96
04-1805-GP	04-1805-GP CSA 94 *	3,827.60	0.1448059800	(554.26)	3,273.34	0.0000011806	1.71	3.69
04-1808-GP	04-1808-GP CSA 97 *	10,630.60	0.2833622900	(3,012.31)	7,618.29	0.0000027477	3.98	8.58
04-1815-GP	04-1815-GP CSA 103	4,489.42	0.4000000000	(1,795.77)	2,693.65	0.0000009715	1.41	3.03
04-1816-GP	04-1816-GP CSA 104 *	136,282.43	0.4000000000	(54,512.97)	81,769.46	0.0000294923	42.76	92.11
04-1817-GP	04-1817-GP CSA 105 *	104,104.68	0.5424011900	(56,466.50)	47,638.18	0.0000171819	24.91	53.66
04-1820-GP	04-1820-GP CSA 108 *	43,590.94	0.4000000000	(17,436.38)	26,154.56	0.0000094333	13.68	29.46
04-1825-GP	04-1825-GP CSA 113 *	3,578.61	0.1292596900	(462.57)	3,116.04	0.0000011238	1.63	3.51
04-1837-GP	04-1837-GP CSA 125 *	5,263.25	0.2673170200	(1,406.96)	3,856.29	0.0000013908	2.02	4.34
04-1838-GP	04-1838-GP CSA 126 *	650,567.86	0.1114400500	(72,499.31)	578,068.55	0.0002084960	302.32	651.17
04-1854-GP	04-1854-GP RANCHO MIRAGE CSD FIRE	2,891,602.24	0.0000000000	0.00	2,891,602.24	0.0010429343	1,512.23	3,257.26
04-1855-GP	04-1855-GP RANCHO MIRAGE CSD LIBRARY	1,348,845.27	0.1035703800	(139,700.42)	1,209,144.85	0.0004361107	632.35	1,362.05
04-4005-GP	04-4005-GP SUMMIT CEMETERY DISTRICT	2,421,610.45	0.1897379500	(459,471.40)	1,962,139.05	0.0007076984	1,026.15	2,210.26
04-4015-GP	04-4015-GP COACHELLA VALLEY PUBLIC CEMETERY	1,016,459.56	0.3237012500	(329,029.23)	687,430.33	0.0002479403	359.51	774.36
04-4018-GP	04-4018-GP ELSINORE VALLEY CEMETERY	1,082,555.85	0.1934640199	(209,435.61)	873,120.24	0.0003149143	456.62	983.53
04-4025-GP	04-4025-GP MURRIETA CEMETERY	534,301.81	0.1984508849	(106,032.67)	428,269.14	0.0001544668	223.97	482.43
04-4031-GP	04-4031-GP PALM SPRINGS PUBLIC CEMETERY	381,433.02	0.4000000000	(152,573.21)	228,859.81	0.0000825444	119.69	257.80
04-4035-GP	04-4035-GP PALO VERDE CEMETERY	199,638.15	0.3968585800	(79,228.11)	120,410.04	0.0000434291	62.97	135.64
04-4038-GP	04-4038-GP PERRIS VALLEY CEMETERY	536,585.37	0.2709144345	(145,368.72)	391,216.65	0.0001411028	204.60	440.69
04-4041-GP	04-4041-GP SAN JACINTO VALLEY CEMETERY	706,218.05	0.3757612099	(265,369.35)	440,848.70	0.0001590039	230.55	496.60
04-4045-GP	04-4045-GP TEMECULA PUBLIC CEMETERY	947,460.40	0.1177248852	(111,539.67)	835,920.73	0.0003014973	437.17	941.63
04-4047-GP	04-4047-GP WILDOMAR CEMETERY	822,811.86	0.1630230438	(134,137.29)	688,674.57	0.0002483890	360.16	775.76
04-4110-GP	04-4110-GP CATHEDRAL CITY COMMUNITY SERVICE	54,266.61	0.0000000000	0.00	54,266.61	0.0000195727	28.38	61.13
04-4111-GP	04-4111-GP CATHEDRAL CITY CS ZN A	9,412.75	0.0000000000	0.00	9,412.75	0.0000033949	4.92	10.60
04-4112-GP	04-4112-GP CATHEDRAL CITY CS ZN B	225,806.36	0.0000000000	0.00	225,806.36	0.0000814431	118.09	254.36
04-4121-GP	04-4121-GP EDGEMONT COMMUNITY SERVICES	856,907.17	0.2090045200	(179,097.47)	677,809.70	0.0002444703	354.48	763.52
04-4126-GP	04-4126-GP EDGEMONT CSD ILL 1	20,527.54	0.2090045200	(4,290.35)	16,237.19	0.0000058563	8.49	18.29
04-4151-GP	04-4151-GP JURUPA COMMUNITY SERVICES	5,369,722.01	0.3999999998	(2,147,888.80)	3,221,833.21	0.0011620411	1,684.94	3,629.25



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Refund Interest Adjustment by District

(SS3 Aug 2024) (SS1 Jan 2025)
FY 23-24 Adjustment - FY 24-25 Adjustment** -
2018, 2019, 2020 2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	486.89	3,123,172.06
04-4156-GP	04-4156-GP JURUPA CSD ILL 2	14,876.21	0.4000000000	(5,950.48)	8,925.73	0.0000032193	4.67	10.05	
04-4157-GP	04-4157-GP JURUPA COMMUNITY SERVICE IMP 2	487,272.38	0.4000000000	(194,908.95)	292,363.43	0.0001054487	152.90	329.33	
04-4158-GP	04-4158-GP JURUPA COMMUNITY SERVICE IMP 3	529,923.11	0.4000000000	(211,969.24)	317,953.87	0.0001146786	166.28	358.16	
04-4171-GP	04-4171-GP DE LUZ COMMUNITY SERVICE	563,683.68	1.0000000000	(563,683.68)	0.00	0.0000000000	-	-	
04-4251-GP	04-4251-GP RUBIDOUX COMMUNITY SERVICES	2,744,492.64	0.0581017628	(159,459.86)	2,585,032.78	0.0009323618	1,351.91	2,911.93	
04-4266-GP	04-4266-GP MURRIETA CITY ZN OF BEN. CSD	147,542.40	0.0000000000	0.00	147,542.40	0.0000532151	77.16	166.20	
04-4270-GP	04-4270-GP MORENO VALLEY CS	193,431.15	0.0000000000	0.00	193,431.15	0.0000697661	101.16	217.89	
04-4271-GP	04-4271-GP MORENO VALLEY CS ZN A	3,274,712.94	0.0000000000	0.00	3,274,712.94	0.0001181136	1,712.59	3,688.82	
04-4272-GP	04-4272-GP MORENO VALLEY CS ZN B	149,956.82	0.0000000000	0.00	149,956.82	0.0000540859	78.42	168.92	
04-4302-GP	04-4302-GP TEMECULA ZN B	19,571.85	0.0000000000	0.00	19,571.85	0.0000070591	10.24	22.05	
04-4325-GP	04-4325-GP COACHELLA FIRE PROTECTION	830,013.71	0.3295509200	(273,531.78)	556,481.93	0.0002007102	291.03	626.85	
04-4331-GP	04-4331-GP IDYLLWILD FIRE PROTECTION	1,624,390.83	0.0000000000	872.85	1,625,263.68	0.0005861952	849.97	1,830.79	
04-4341-GP	04-4341-GP MURRIETA FIRE PROT DIST-CITY	7,187,104.94	0.0285084199	(204,893.01)	6,982,211.93	0.0025183231	3,651.52	7,865.16	
04-4343-GP	04-4343-GP MURRIETA FIRE POR CO FIRE- CITY	7,966,531.63	0.0977942399	(779,080.91)	7,187,450.72	0.0025923480	3,758.86	8,096.35	
04-4365-GP	04-4365-GP DESERT HOSPITAL	5,617,059.66	0.0000000000	0.00	5,617,059.66	0.0020259441	2,937.58	6,327.37	
04-4381-GP	04-4381-GP PALO VERDE VALLEY HOSPITAL	188,186.81	0.0000000000	0.00	188,186.81	0.0000678746	98.42	211.98	
04-4391-GP	04-4391-GP SAN GORGONIO PASS MEM HOSPITAL	2,158,106.81	0.0000000000	0.00	2,158,106.81	0.0007783794	1,128.64	2,431.01	
04-4455-GP	04-4455-GP BANNING LIBRARY DIST	1,384,150.05	0.1636316600	(226,117.05)	1,158,033.00	0.0004176758	605.62	1,304.47	
04-4461-GP	04-4461-GP BEAUMONT LIBRARY	2,923,218.65	0.1422447200	(416,309.37)	2,506,909.28	0.0009041844	1,311.05	2,823.92	
04-4485-GP	04-4485-GP PALO VERDE VALLEY LIBRARY	465,842.20	0.1592843800	(74,201.39)	391,640.81	0.0001412558	204.82	441.17	
04-4555-GP	04-4555-GP CV MOSQUITO & VECTOR CONTROL	7,376,648.86	0.2863413800	(2,112,239.81)	5,264,409.05	0.0018987512	2,753.15	5,930.13	
04-4571-GP	04-4571-GP NW MOSQUITO & VECTOR CNTL DIST	4,196,714.33	0.3558809700	(1,493,530.77)	2,703,183.56	0.0009749761	1,413.70	3,045.02	
04-4606-GP	04-4606-GP BEAUMONT CHERRY VALLEY REC & PK	4,424,833.70	0.3254703600	(1,440,152.22)	2,984,681.48	0.0010765059	1,560.91	3,362.11	
04-4611-GP	04-4611-GP DESERT RECREATION	6,123,267.29	0.4287342100	(2,625,254.16)	3,498,013.13	0.0012616528	1,829.37	3,940.36	
04-4621-GP	04-4621-GP JURUPA AREA REC & PK	1,258,626.09	0.2374437900	(298,852.95)	959,773.14	0.0003461680	501.94	1,081.14	
04-4646-GP	04-4646-GP VALLEY WIDE REC & PK	3,641,016.20	0.3864604100	(1,407,108.61)	2,233,907.59	0.0008057190	1,168.28	2,516.40	
04-4661-GP	04-4661-GP COACHELLA SANITARY	75,064.52	0.3664877400	(27,510.23)	47,554.29	0.0000171517	24.87	53.57	
04-4671-GP	04-4671-GP HOME GARDENS SANITARY	369,262.04	0.3999999600	(147,704.80)	221,557.24	0.0000799105	115.87	249.57	
04-4681-GP	04-4681-GP VALLEY SANITARY	1,579,227.71	0.4000000100	(631,691.10)	947,536.61	0.0003417546	495.54	1,067.36	
04-4696-GP	04-4696-GP THERMAL SANITARY	0.00	0.4000000000	0.00	0.00	0.0000000000	-	-	
04-4811-GP	04-4811-GP CABAZON COUNTY WTR	21,849.60	0.3999999100	(8,739.85)	13,109.79	0.0000047283	6.86	14.77	
04-4821-GP	04-4821-GP CV WATER DISTRICT STATE WTR PROJ	10,174,596.61	0.0000000000	0.00	10,174,596.61	0.00036697428	5,321.06	11,461.24	
04-4822-GP	04-4822-GP COACHELLA VAL WATER PSEUDO	8,577.81	0.0000000000	0.00	8,577.81	0.0000030938	4.49	9.66	
04-4841-GP	04-4841-GP CWWD IMP DIST 10	56,437.59	0.0000000000	0.00	56,437.59	0.0000203557	29.52	63.57	
04-4842-GP	04-4842-GP CWWD IMP DIST 17	4,014.70	0.0000000000	0.00	4,014.70	0.0000014480	2.10	4.52	
04-4844-GP	04-4844-GP CWWD IMP DIST 13	2,696.86	0.0000000000	0.00	2,696.86	0.0000009726	1.41	3.04	
04-4847-GP	04-4847-GP CWWD IMP DIST 80	931,010.23	0.0000000000	0.00	931,010.23	0.0003357939	486.89	1,048.74	



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Refund Interest Adjustment by District

(SS3 Aug 2024) (SS1 Jan 2025)
FY 23-24 Adjustment - FY 24-25 Adjustment** -
2018, 2019, 2020 2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
04-4849-GP	04-4849-GP CWVD IMP DIST 50	31,321.16	0.0000000000	0.00	31,321.16	0.0000112968	16.38	35.28
04-4851-GP	04-4851-GP MISSION SPRINGS WTR DIST	1,368,985.68	0.5668613100	(776,025.02)	592,960.66	0.0002138672	310.10	667.94
04-4852-GP	04-4852-GP MISSION SPRINGS WTR IMP A	0.00	0.0000000000	0.00	0.00	0.0000000000	-	-
04-4853-GP	04-4853-GP MISSION SPRINGS WTR IMP B	338,710.50	0.4000000000	(135,484.20)	203,226.30	0.0000732990	106.28	228.93
04-4854-GP	04-4854-GP MISSION SPRINGS WTR IMP C	48,948.73	0.4000000400	(19,579.49)	29,369.24	0.0000105928	15.36	33.08
04-4855-GP	04-4855-GP MISSION SPRINGS WTR IMP 1	1,578.37	0.3999974000	(631.34)	947.03	0.0000003415	0.50	1.07
04-4856-GP	04-4856-GP MISSION SPRINGS WTR IMP 2	16,157.12	0.3999997800	(6,462.84)	9,694.28	0.0000034965	5.07	10.92
04-4861-GP	04-4861-GP EAST BLYTHE COUNTY WATER	66,126.65	0.3999999300	(26,450.66)	39,675.99	0.0000143102	20.75	44.69
04-4866-GP	04-4866-GP MISSION SPRINGS WTR IMP G	679,165.16	0.3999999900	(271,666.06)	407,499.10	0.0001469755	213.11	459.03
04-4867-GP	04-4867-GP MISSION SPRINGS WTR IMP E	55,447.81	0.3999997300	(22,179.11)	33,268.70	0.0000119992	17.40	37.48
04-4869-GP	04-4869-GP MISSION SPRINGS WTR IMP S	680,026.61	0.4000000000	(272,010.64)	408,015.97	0.0001471619	213.38	459.61
04-4871-GP	04-4871-GP IDYLLWILD CO WATER	452,621.44	0.0000000000	0.00	452,621.44	0.0001632501	236.71	509.86
04-4872-GP	04-4872-GP IDYLLWILD CO WATER IMP 1	161,898.14	0.0000000000	0.00	161,898.14	0.0000583929	84.67	182.37
04-4891-GP	04-4891-GP PINE COVE CO WATER	346,811.60	0.4000000200	(138,724.65)	208,086.95	0.0000750521	108.82	234.40
04-4894-GP	04-4894-GP YUCAIPA VALLEY CO WTR	25.25	0.0000000000	0.00	25.25	0.0000000091	0.01	0.03
04-4896-GP	04-4896-GP YUCAIPA VALLEY CO WTR IMP 1	271,041.71	0.0000000000	0.00	271,041.71	0.0000977585	141.75	305.32
04-4897-GP	04-4897-GP YUCAIPA VALLEY CO WTR IMP 1	99,209.48	0.0000000000	0.00	99,209.48	0.0000357825	51.88	111.75
04-5121-GP	04-5121-GP DESERT WATER AG	3,165,123.98	0.3999894200	(1,266,016.10)	1,899,107.88	0.0006496645	993.19	2,139.26
04-5171-GP	04-5171-GP SAN GORGONIO PASS WTR AGENCY DS	6,455,893.39	0.3993804800	(2,578,357.94)	3,877,535.79	0.0013985379	2,027.85	4,367.87
04-5172-GP	04-5172-GP SAN GORGONIO GP MH (MOBILE HOM	780.33	0.3993800400	(311.67)	468.72	0.0000001690	0.25	0.53
04-5302-GP	04-5302-GP EASTERN MUN WTR DIST U-13 PSEUDC	0.00	0.0000000000	0.00	0.00	0.0000000000	-	-
04-5401-GP	04-5401-GP EMWD	44,669,859.37	0.3414297224	(15,251,617.68)	29,418,241.69	0.0106104828	15,385.00	33,138.36
04-5453-GP	04-5453-GP EMWD IMP DIST 3	4,794,894.45	0.4000000200	(1,917,957.88)	2,876,936.57	0.0010376448	1,504.57	3,240.74
04-5455-GP	04-5455-GP EMWD IMP DIST 5	454.89	0.4000000000	(181.96)	272.93	0.0000000984	0.14	0.31
04-5457-GP	04-5457-GP EMWD IMP DIST 7	2,476.19	0.4008214000	(992.51)	1,483.68	0.0000005351	0.78	1.67
04-5459-GP	04-5459-GP EMWD IMP DIST 9	126,934.97	0.4000000700	(50,774.00)	76,160.97	0.0000274695	39.83	85.79
04-5461-GP	04-5461-GP EMWD IMP DIST 10	966,016.27	0.4000000100	(386,406.52)	579,609.75	0.0002090519	303.12	652.91
04-5462-GP	04-5462-GP EMWD IMP DIST 11	24,242.81	0.4000000000	(9,697.12)	14,545.69	0.0000052462	7.61	16.38
04-5463-GP	04-5463-GP EMWD IMP DIST 12	22,892.65	0.4000000000	(9,157.06)	13,735.59	0.0000049541	7.18	15.47
04-5464-GP	04-5464-GP EMWD IMP DIST 13	1,923,456.26	0.3032883400	(583,361.86)	1,340,094.40	0.0004833412	700.84	1,509.56
04-5466-GP	04-5466-GP EMWD IMP DIST 15	1,425.37	0.4000004900	(570.16)	855.21	0.0000003084	0.45	0.96
04-5468-GP	04-5468-GP EMWD IMP DIST 17	1,977,656.23	0.3999999999	(791,062.49)	1,186,593.74	0.0004279770	620.56	1,336.65
04-5469-GP	04-5469-GP EMWD IMP DIST 18	36,054.47	0.4000000800	(14,421.82)	21,632.65	0.0000078023	11.31	24.37
04-5473-GP	04-5473-GP EMWD IMP DIST 21	960,005.33	0.4000013200	(384,003.40)	576,001.93	0.0002077506	301.23	648.84
04-5481-GP	04-5481-GP EMWD IMP DIST A	33,506.60	0.0000000000	0.00	33,506.60	0.0000120850	17.52	37.74
04-5483-GP	04-5483-GP EMWD IMP DIST C	1,382,497.03	0.4000009000	(553,000.06)	829,496.97	0.0002991804	433.81	934.39
04-5484-GP	04-5484-GP EMWD IMP DIST U-13	729,146.01	0.3999963800	(291,655.76)	437,490.25	0.0001577926	228.80	492.81



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Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	ABB Factor	1,449,980.93	3,123,172.06
04-5489-GP	04-5489-GP EMMWD IMP DIST U-10	104,928.28	0.3999999400	(41,971.31)	62,956.97	0.0000227071	32.92	70.92
04-5491-GP	04-5491-GP EMMWD IMP DIST U-1	1,262,490.61	0.2471652800	(312,043.85)	950,446.76	0.0003428042	497.06	1,070.64
04-5493-GP	04-5493-GP EMMWD IMP DIST U-3	1,423,475.32	0.4000000000	(569,390.13)	854,085.19	0.0003080488	446.66	962.09
04-5494-GP	04-5494-GP EMMWD IMP DIST U-4	59,829.06	0.4000000900	(23,931.63)	35,897.43	0.0000129473	18.77	40.44
04-5495-GP	04-5495-GP EMMWD IMP DIST U-5	121,326.06	0.4000002000	(48,530.45)	72,795.61	0.0000262557	38.07	82.00
04-5496-GP	04-5496-GP EMMWD IMP DIST U-6	164,218.04	0.3999999400	(65,687.21)	98,530.83	0.0000355378	51.53	110.99
04-5497-GP	04-5497-GP EMMWD IMP DIST U-7	13,751.11	0.3994446300	(5,492.81)	8,258.30	0.0000029785	4.32	9.30
04-5498-GP	04-5498-GP EMMWD IMP DIST U-8	9,280,844.93	0.4000000000	(3,712,337.97)	5,568,506.96	0.0020084323	2,912.19	6,272.68
04-5501-GP	04-5501-GP ELSINORE VALLEY MUNICIPAL WATER	8,706,614.28	0.0000000048	(0.04)	8,706,614.24	0.0031402754	4,553.34	9,807.62
04-5551-GP	04-5551-GP ELSINORE VLY MUNI WTR IMP DIST 1	1,050.08	0.0000000000	0.00	1,050.08	0.0000003787	0.55	1.18
04-5601-GP	04-5601-GP LAKE HEMET MUNICIPAL WATER	2,432,463.23	0.2043236100	(497,009.67)	1,935,453.56	0.0006980735	1,012.19	2,180.20
04-5611-GP	04-5611-GP LAKE HEMET MUNI WTR IMP U-2	61,816.36	0.0000000000	0.00	61,816.36	0.0000222957	32.33	69.63
04-5651-GP	04-5651-GP SAN BERNARDINO V MUNI WTR DS	39,817.19	0.0000000000	0.00	39,817.19	0.0000143611	20.82	44.85
04-5701-GP	04-5701-GP WESTERN MUNICIPAL WATER	11,961,892.05	0.0004364622	(5,220.91)	11,956,671.14	0.0043124961	6,253.04	13,468.67
04-5702-GP	04-5702-GP MWD MURRIETA DISSOLUTION	643.62	0.0000000000	0.00	643.62	0.0000002321	0.34	0.72
04-5711-GP	04-5711-GP WMMWD 1ST FR	689,538.81	0.0000142430	(9.82)	689,528.99	0.0002486972	360.61	776.72
04-5712-GP	04-5712-GP WMMWD 2ND FR	4,153.50	0.0000000000	0.00	4,153.50	0.0000014980	2.17	4.68
04-5713-GP	04-5713-GP WMMWD 3RD FR	68,220.42	0.0000000000	0.00	68,220.42	0.0000246055	35.68	76.85
04-5714-GP	04-5714-GP WMMWD 4TH FR	178.94	0.0000000000	0.00	178.94	0.0000000645	0.09	0.20
04-5715-GP	04-5715-GP WMMWD 5TH FR	6,800.25	0.0000000000	0.00	6,800.25	0.0000024526	3.56	7.66
04-5716-GP	04-5716-GP WMMWD 6TH FR	62,485.47	0.0000000000	0.00	62,485.47	0.0000225370	32.68	70.39
04-5717-GP	04-5717-GP WMMWD 7TH FR	1,835.60	0.0000000000	0.00	1,835.60	0.0000006620	0.96	2.07
04-5718-GP	04-5718-GP WMMWD 8TH FR	23,578.72	0.0000000000	0.00	23,578.72	0.0000085043	12.33	26.56
04-5719-GP	04-5719-GP WMMWD 9TH FR	269,052.39	0.0000000000	0.00	269,052.39	0.0000970410	140.71	303.08
04-5721-GP	04-5721-GP WMMWD 10TH FR	85,623.97	0.0000000000	0.00	85,623.97	0.0000308825	44.78	96.45
04-5722-GP	04-5722-GP WMMWD 11TH FR	4,958.19	0.0000000000	0.00	4,958.19	0.0000017883	2.59	5.59
04-5723-GP	04-5723-GP WMMWD 12TH FR	460.63	0.0000000000	0.00	460.63	0.0000001661	0.24	0.52
04-5724-GP	04-5724-GP WMMWD 13TH FR	9,672.99	0.0000000000	0.00	9,672.99	0.0000030488	5.06	10.90
04-5725-GP	04-5725-GP WMMWD 14TH FR	70,344.04	0.0000000000	0.00	70,344.04	0.0000253714	36.79	79.24
04-5747-GP	04-5747-GP WMMWD 34TH FR	5,000.51	0.3999999700	(2,000.20)	3,000.31	0.0000010821	1.57	3.38
04-5751-GP	04-5751-GP WMMWD IMP DIST 1	2,215,987.32	0.0000000000	0.00	2,215,987.32	0.0007992556	1,158.91	2,496.21
04-5752-GP	04-5752-GP WMMWD IMP DIST 2	219,276.48	0.0000000000	0.00	219,276.48	0.0000790879	114.68	247.01
04-5753-GP	04-5753-GP WMMWD IMP DIST 3	2,904,245.80	0.0000000000	0.00	2,904,245.80	0.0010474946	1,518.85	3,271.51
04-5781-GP	04-5781-GP WMMWD IMP DIST A	34,542.71	0.0000000000	0.00	34,542.71	0.0000124587	18.06	38.91
04-5782-GP	04-5782-GP WMMWD IMP DIST B	29,000.45	0.0000000000	0.00	29,000.45	0.00000104597	15.17	32.67
04-5792-GP	04-5792-GP WMMWD IMP DIST U-2	6,552,288.07	0.0000000000	0.00	6,552,288.07	0.0023632595	3,426.68	7,380.87
04-5858-GP	04-5858-GP CVWD IMP DIST 58	0.00	0.0000000000	0.00	0.00	0.0000000000	-	-

(SS3 Aug 2024) (SS1 Jan 2025)
FY 23-24 Adjustment - FY 24-25 Adjustment* -
2018, 2019, 2020 2021, 2022, 2023



County of Riverside
Auditor Controller's Office
Property Tax Division

Refund Interest Adjustment by District

(SS3 Aug 2024)
FY 23-24 Adjustment - 2018, 2019, 2020
(SS1 Jan 2025)
FY 24-25 Adjustment** - 2021, 2022, 2023

Fund No.	Description	Adj Base Rev	ERAF Factor	ERAF	Total Revenue	AB8 Factor	1,449,980.93	3,123,172.06
28-2105-GP	28-2105-GP CITY BEAUMONT MUNICIPAL LTG	707,450.68	0.0000000000	0.00	707,450.68	0.0002551611	369.98	796.91
28-4705-GP	28-4705-GP COACHELLA VALLEY RESOURCE CONS	163,643.44	0.0000000000	0.00	163,643.44	0.0000590224	85.58	184.34
28-4736-GP	28-4736-GP RIV CORONA RESOURCE CONSERVATIO	1,457,415.30	0.0984316100	(143,455.73)	1,313,959.57	0.0004739149	687.17	1,480.12
28-4743-GP	28-4743-GP SAN JACINTO BASIN RESOURCE CONS	142,959.12	0.9999976492	(142,958.78)	0.34	0.0000000001	0.00	0.00
28-4831-GP	28-4831-GP CWWD IMP DIST 1 DS	2,597,315.40	0.0000000000	0.00	2,597,315.40	0.0009367919	1,358.33	2,925.76
28-5251-GP	28-5251-GP FERN VALLEY WATER	1,229,486.03	0.2270296600	(279,129.80)	950,356.23	0.0003427716	497.01	1,070.53
28-5255-GP	28-5255-GP HIGH VALLEY WATER	169,134.15	0.2176080800	(36,804.96)	132,329.19	0.0000477280	69.20	149.06
28-5256-GP	28-5256-GP HIGH VALLEY WATER DS	13.74	0.0000000000	0.00	13.74	0.0000000049	0.01	0.02
28-5263-GP	28-5263-GP TEMESCAL VALLEY	419,769.77	0.4200067500	(176,306.14)	243,463.63	0.0000878117	127.33	274.25
28-5275-GP	28-5275-GP RCWD R DIV DS	17,017,048.24	0.0000000694	(1.18)	17,017,047.06	0.0061376573	8,899.49	19,168.96
28-5285-GP	28-5285-GP CWWD SALTION SEA ANX	23,051.40	0.0000000000	0.00	23,051.40	0.0000083141	12.06	25.97
28-5291-GP	28-5291-GP RCWD SAN R DIV DS	3,404,980.35	0.0000053700	(18.28)	3,404,962.07	0.0012280914	1,780.71	3,835.54
38-2446-GP	38-2446-GP INDIAN WELLS FIRE ACCESS MAINT 1	230,927.68	0.0725303000	(16,749.25)	214,178.43	0.0000772492	112.01	241.26
38-2608-GP	38-2608-GP PALM SPGS PARKWAY MAINT DIST 1	10,833.41	0.0774814500	(839.39)	9,994.02	0.0000036046	5.23	11.26
38-2655-GP	38-2655-GP CITY OF PERRIS LIGHTING	430,328.34	0.1062892900	(45,739.29)	384,589.05	0.0001387124	201.13	433.22
38-2708-GP	38-2708-GP LOVING HOMES PARK/PARKWAY MAIN	20,599.52	0.0048950200	(100.84)	20,498.68	0.0000073934	10.72	23.09
38-2709-GP	38-2709-GP CANYON CREST PARK/PARKWAY MAIN	45,547.68	0.0048490500	(220.86)	45,326.82	0.0000163483	23.70	51.06
38-2805-GP	38-2805-GP CITY OF SAN JACINTO LGT	89,398.96	0.1075011400	(9,610.49)	79,788.47	0.0000287778	41.73	89.88
38-4822-GP	38-4822-GP CWWD STORM WATER UNIT	12,078,124.17	0.0000000000	0.00	12,078,124.17	0.0043563014	6,316.55	13,605.48
38-4824-GP	38-4824-GP CWWD STORM/FLOOD 6	15,661.94	0.0000000000	0.00	15,661.94	0.0000056489	8.19	17.64
	CATEGORY TOTAL	363,782,088.37		(64,548,960.29)	299,233,128.08	0.1079264951		
88-7109-GP	88-7109-GP AUGMENT- COUNTY OF RIVERSIDE	0.00	0.0000000000	488,697,158.56	488,697,158.56	0.1762618335	255,576.30	550,496.03
	ERAF TOTAL			488,697,158.56		0.1762618335		
	GRAND TOTAL	2,772,563,890.46			2,772,563,890.46	1.0000000000	1,449,980.93	3,123,172.06

*Note: Estimated adjustment using current AB8 factor.



Staff Report

Agenda Item No. **6.1**

To: Board of Directors
From: Mickey Valdivia, General Manager
Date: August 14, 2024
Subject: Thunder Alley RC Raceway Contract Review

Background and Analysis:

The Thunder Alley RC Racetrack was established circa 2003 at Noble Creek Regional Park. The initial location of the track was north of the power lines where the proposed field 8 would be located. Due to numerous complaints from homeowners, the track was moved to its existing location. At the meeting on June 12th, 2024, the Board of Directors asked staff to evaluate the Thunder Alley RC Raceway contract due to concerns from staff and complaints from Beaumont Youth Baseball and other members of the public.

Our findings indicate that the RC Track occupant is not adhering to the Facility Use Agreement (FUA), resulting in several ongoing issues. First, the occupant constantly leaves the area in a disorganized and messy state. Second, there have been repeated instances of unwanted parking, with vehicles left in unauthorized areas, and rude or aggressive RC track users, causing an inconvenience to other facility users. Additionally, unauthorized individuals have been observed at the track, raising concerns about security and safety. Also, the occupant has been present at the facility during unscheduled times, conflicting with other events hosted by the Cherry Valley Horseman's Association (CVHA) and BCVRPD. Finally, the track's location presents the first impression of Noble Creek Park, and the dismal appearance does not reflect our standards or expectations.

The blatant disregard for the FUA demonstrates a clear dismissal of the rules and has a negative impact on the overall appearance and user experience of our facilities. There have been ongoing issues with our staff for years. Our Athletic Facilities Manager and I have had several in-person meetings to attempt to mitigate these issues.

In all fairness to Thunder Alley, we have had a longstanding relationship with several different operators and there have been wonderful memories created by this for-profit venture. Their existence at Noble Creek Regional Park has allowed us to offer a diversified end user experience.

Fiscal Impact:

The Thunder Alley RC Racetrack is a for-profit business that pays BCVRPD \$400 a month in rent plus electric and water utilities.

Recommendations:

Staff recommends that the Board of Directors exercise their right to terminate the Facility Use Agreement (per section XXXIV.4, page 14) with Thunder Alley RC Raceway, effective 12/31/2024.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mickey Valdivia", is written over a white background.

Mickey Valdivia,
General Manager



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

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

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between JANUARY 1, 2024 and December 31, 2026 for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability, and personnel to operate such an RC RACEWAY TRACK.

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

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK REGIONAL PARK, on REGULAR OPERATING HOURS: OPEN MONDAY – FRIDAY 7AM -10PM AND 7AM-10PM SATURDAY AND SUNDAY to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK. SPECIAL EVENT DATES INCLUDE JANUARY 14th and 20th, FEBRUARY 3rd and 24th, MARCH 23rd and 30th, APRIL 6th and 27th, MAY 25th, JUNE 9th and 22nd, JULY 6th and 27th, JULY 29th, AUGUST 24th, SEPTEMBER 7th and 28th, OCTOBER 12th, NOVEMBER 9th and 30th, DECEMBER 14th and 28th, 2024. If the second Sunday of each month is available Andrew Trotter will get use of the facility for special events approved by the Athletic Facilities Coordinator. Dates for 2025 and 2026 will be added amended at a later date.
- II. Building/facility availability and ALL EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.



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- i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2024 ARE NOT GUARANTEED.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is permitted to host RACES AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
 - iv. In the case there are ROOM CAPACITY restrictions, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
- III. This agreement includes access to NOBLE CREEK REGIONAL PARK and surrounding parking, Specialty equipment needed to operate NOBLE CREEK REGIONAL PARK will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. The dog park/tennis court parking lot spaces are not to be used by ANDREW TROTTER, THUNDER ALLEY RC RACEWAYS patrons, employees, or volunteers except appropriate Handicap placard vehicles.
 - iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.
 - iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.
- IV. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS



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- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke ANDREW TROTTER, THUNDER ALLEY RC RACEWAY right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken, or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. ANDREW TROTTER shall lock and clean the restrooms next to the RC TRACK at the conclusion of their event.
 - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will not store any hazardous materials on BCVRPD property without prior approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:



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- i. The following fees are good through the dates of this agreement.
 - ii. (\$400.00 Per Month), THUNDER ALLEY RC RACEWAY will be charged per month the difference in the meter readings at \$1.31 for water and .53 for Electricity (KWH). In 2025 and 2026 there will be a (\$25.00) rent increase per year.
 - iii. Payable within (10) days after, the Executive Assistant has invoiced for the month and emails (racethunderalley@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
 - vi. Andrew Trotter agrees to replace remaining damaged fencing around and in front of the track with 9 gage chain link fencing with top and bottom rail by July 1st, 2024.
- VIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- IX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be limited to gatherings of 10 total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated: at any given time for each practice, race, or event.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the THUNDER ALLEY RC RACEWAY with CDC approved COVID-19 viral cleaning products.



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- iv. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for the labor to clean walkway in the event they are not cleaned up after use.
- v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
- vi. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to inform BCVRPD ATHLETIC FACILITIES COORDINATOR two weeks in advance when additional trash cans are to be used. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will make arrangements for the additional trash bins needed. BCVRPD will allot space for additional trash bins.
- X. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAYS use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- XII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- XIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.



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- XIV. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XV. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY should become unavailable due to an emergency.
- XVI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss to BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must supply the District one key to property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what locations.
- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.
- XIX. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- XX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons.
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued the assigned alarm code.
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXIII. FORCE MAJEURE



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

- XXIV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representative in a professional and courteous manner.
- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.



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- XXIX. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s) and towing expenses if necessary.
- XXX. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:



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1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore, the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence: General Aggregate is (\$4,000,000.00).
 2. *Sport Organizations*: If the use includes athletic activities, the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participants Accident Insurance. Minimum coverage (\$2,000,000.00) per occurrence and (\$4,000,000.00) in general aggregate.
 3. *Sexual Abuse or Molestation (SAM) Liability*: IF the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less that (\$1,000,000.00) per occurrence or claim.
 4. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 5. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:



Beaumont-Cherry Valley Recreation and Park District

iv. **General Liability:** The general liability policy shall be endorsed to state that:

1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
2. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall file certificates of such insurance with the BCVRPD, which shall be endorsed to provide thirty (30) days' notice to BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, BCVRPD may deny access to the facility.
3. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by BCVRPD's self-insurance pool.
4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY maintains



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higher limits than the minimums shown above, BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.

5. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY or for which ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.



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



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- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall furnish DISTRICT with original certificates of insurance and endorsements affecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xiii. **Reporting of Claims:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in connection with this agreement.
- XXXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense, and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment



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for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY



Beaumont-Cherry Valley Recreation and Park District

c/o Andrew Trotter
3622 Genevieve Street
San Bernardino Ca 92405

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

- XXXIX. This agreement is to be effective on January 1, 2024 and end on December 31, 2026. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XL. The recitals above are true and correct and are incorporated herein by this reference.
- XLI. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

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

Mickey Valdivia, General Manager, BCVRPD

Andrew Trotter, Owner, (Thunder Alley RC Raceway)

Date

Date



Staff Report

Agenda Item No. **6.2**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: August 14, 2024

Subject: Sample Contract with the Cherry Festival Association for Potential Long-Term Agreement

Background and Analysis:

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

Staff is interested in potentially considering a new contract that will be for a longer term of 5 years. The agreement will include changes based on the 2024 event. For example, the insurance language has been updated to highlight insurance requirements from CAPRI. Best Best and Krieger legal counsel, Albert Maldonado, has provided a potential agreement that we are asking the Board to consider.

The District has not had a formal follow-up meeting with the Cherry Festival Association to determine additional costs that were associated with the event so the contract is not ready to be finalized.

Fiscal Impact:

This action has no fiscal impact at this time. Staff is providing a sample contract for the Board to discuss and then will continue move forward with the Board's guidance.

Recommendations:

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

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

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

1. RELATIONSHIPS

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

2. EXCLUSIVITY

The CFA shall have exclusive operational and vending control over and within the geographic area and locations at which the Cherry Festival Event will be conducted, as such geographic area and locations are mutually negotiated and agreed upon by the Parties. The facility use rate will be \$25,000 per calendar year, beginning with 2025, payable to the BCVRPD by CFA at least 30 days prior to the event. BCVRPD agrees that it will deny CalFire access from utilizing the venue for any and all emergency fire camps throughout the duration of the CFA taking possession of the venue.

The BCVRPD shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity to conduct any type of business, within Noble Creek Park, or other mutually agreed upon location, during the

time period of the Event as noted above or that would otherwise unreasonably interfere with the setup, conduct and cleanup of the Event.

3. SECURITY FOR THE CHERRY FESTIVAL EVENT

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

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

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

- A. Consistent maintenance of all permanent, on-site restrooms, including regular and continuous maintenance, cleaning and stocking supplies throughout the Event.
- B. Grounds maintenance and pest control prior to the CFA taking possession of the Event grounds. Photo evidence shall be provided by the BCVRPD prior to the Event if requested by the CFA.

5. CFA TO PROVIDE

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

- A. Any and all fencing expenses made necessary for the Event according to the approved fire marshal codes and regulations.
- B. Hold responsibility for maintenance expenses made necessary by the Event and its areas of use within the park.
- C. Provide volunteers or paid staff prior to, during, and after the Event for such services as trash removal, gate responsibilities, parking delineations, public safety access, and security.
- D. Maintenance services after the Cherry Festival Event has concluded to return the Event spaces to their original conditions before the Cherry Festival Event. CFA and BCVRPD shall conduct a joint walk-thru of the site to ensure accuracy of the maintenance services provided. BCVRPD will, each calendar year, earmark \$5,600 from the \$25,000 facility rental fee to refurbish the turf on fields 2 and 3. Turf refurbishment of the meadow (carnival area) area will be an additional cost to the CFA beyond the \$25,000 facility rental fee. BCVRPD will seek three different bids for turf refurbishment of the meadow.

6. INDEMNIFICATION

To the fullest extent permitted by law, each Party agrees to indemnify and hold harmless the other Party or Parties and their/its, public officials, governing board or body, officers,

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

7. INSURANCE

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

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

insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CFA maintains higher limits than the minimums shown above, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by CFA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.

- B. Insurance Limits:
1. \$10,000,000 General Aggregate
 2. \$5,000,000 Per Occurrence
 3. \$1,000,000 Automotive
 4. \$1,000,000 Personal & Advertising Injury
 5. \$1,000,000 Products Completed-Operations
 6. \$1,000,000 Sexual Abuse and Molestation
 7. Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- C. CFA shall provide BCVRPD with a Certificate of Liability Insurance and an Additional Insured Endorsement. The Beaumont-Cherry Valley Recreation and Park District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on CFA's and its subcontractors' and/or subconsultants' policies of commercial general liability and automotive liability insurance.
- D. CFA shall provide BCVRPD with at least thirty (30) days prior written notice of cancellation of any policy required by this MOU, except that CFA shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this MOU, CFA shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to BCVRPD at least ten (10) days prior to the effective date of cancellation or expiration.
- E. CFA's insurance policies shall each contain a provision stating that CFA's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by BCVRPD or any named insureds shall not be called upon to contribute to any loss.
- F. All required insurance coverages shall contain or be endorsed to provide waiver of subrogation in favor of BCVRPD, its officials, officers, employees, agents, and volunteers or shall specifically allow CFA or others providing insurance evidence

in compliance with these specifications to waive their right of recovery prior to a loss. CFA hereby waives its own right of recovery against BCVRPD, and shall require similar written express waivers and insurance clauses from each of its subcontractors and/or subconsultants.

- G. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve CFA from liability in excess of such coverage, nor shall it limit the CFA's indemnification obligations to BCVRPD and shall not preclude BCVRPD from taking such other actions available to BCVRPD under other provisions of the MOU or law.
- H. If at any time during the life of the MOU, any policy of insurance required under this MOU does not comply with these specifications or is canceled and not replaced, BCVRPD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by BCVRPD will be promptly reimbursed by CFA or BCVRPD will withhold amounts sufficient to pay premium from CFA payments. In the alternative, BCVRPD may cancel this MOU.
- I. BCVRPD may require CFA to provide complete copies of all insurance policies in effect for the duration of the term of this MOU.
- J. Neither the BCVRPD nor the BCVRPD Board of Directors, nor any member of the BCVRPD Board Members, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this MOU.

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

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

9. FORCE MAJEURE

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

10. COMPLETE AGREEMENT

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

11. AGREEMENT BINDING

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

12. TERM

The term of this MOU will begin on the Effective Date and continue through December 31, 2029.

13. NOTICES

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

CFA:

BCVRPD:



Staff Report

Agenda Item No. **6.3**

To: Board of Directors

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

Via: Mickey Valdivia, General Manager

Date: August 14, 2024

Subject: Rejection of All Bids Returned for RFP for Landscape Maintenance Contract

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District owns and maintains several different properties that require constant landscape maintenance. The services required include maintaining all landscaping, maintaining and repairing irrigation systems, cleaning the parking lots, fertilizing and cutting grass, applying chemicals, removing debris, trimming trees, controlling weeds, cleaning exterior facilities, and performing other landscaping duties.

Staff created and released a Request for Proposal (RFP) to allow outside vendors the opportunity to submit bids to perform the necessary services for the District. The RFP included a scope of work for Noble Creek Regional Park, Bogart Regional Park, Cherry Valley Grange Hall, Summerwind Park and 4th Street Park. The RFP included all labor, materials, tools, and services required to provide full professional landscape maintenance on properties owned and/or operated by BCVRPD.

With the Board’s approval, Staff requested bids for the services and received five responses. All of the submitted bid amounts exceeded what the District’s budget can accommodate. Staff would like to offer three potential options moving forward; the Board can reject all bids submitted, examine the bids and determine if it is feasible to move forward with services at one or two locations, or consider making a budget adjustment.

The chart attached shows all of the amounts proposed. The table below shows a condensed breakdown by location (three lowest bidders):

Artistic Maintenance Incorporated		Monthly	Annually
	Noble Creek Regional Park	\$8,550.00	\$102,600.00
	Bogart Regional Park	\$4,800.00	\$57,600.00
	Cherry Valley Grange Hall	\$1,525.00	\$18,300.00
Mariposa Landscape Inc.			
	Noble Creek Regional Park	\$7,992.04	\$95,904.48
	Bogart Regional Park	\$3,616.87	\$43,402.44
	Cherry Valley Grange Hall	\$180.64	\$2,167.68
J&R Landscape Management LLC			
	Noble Creek Regional Park	\$8,767.00	\$105,204.00
	Bogart Regional Park	\$3,167.00	\$38,004.00
	Cherry Valley Grange Hall	\$300.00	\$3,600.00

Fiscal Impact:

There will be no impact to the Bogart Landscape Services Account, #50184, or the Contract Services Landscaping Service Account #50176 if the Board rejects all bids. The current amounts budgeted in those accounts for FY 24/25 are \$35,000 and \$50,000 respectively.

Recommendations:

Staff recommends that the Board reject all bids that were returned for the RFP for Landscape Maintenance Contract and revisit the projects at a later date with a revised scope of work.

Respectfully Submitted,



Deidre Chatigny
Human Resources Administrator/Clerk of the Board

Landscape Maintenance RFP

	Company	Detail	Monthly	Annually
1	Garden Hills Landscape Inc.			\$322,000.00
2		TOTAL OVERALL PACKAGE		\$322,000.00
3	Artistic Maintenance Incorporated			
4		Noble Creek Regional Park	\$8,550.00	\$102,600.00
5		Bogart Regional Park	\$4,800.00	\$57,600.00
6		Cherry Valley Grange Hall	\$1,525.00	\$18,300.00
7		Summerwind Park	\$4,500.00	\$54,000.00
8		Fourth Street Community Park	\$3,200.00	\$38,400.00
9		TOTAL	\$22,575.00	\$270,900.00
10	Mariposa Landscape Inc.			
11		Noble Creek Regional Park	\$7,992.04	\$95,904.48
12		Bogart Regional Park	\$3,616.87	\$43,402.44
13		Cherry Valley Grange Hall	\$180.64	\$2,167.68
14		Summerwind Park	\$2,152.67	\$25,832.04
15		Fourth Street Community Park	\$662.78	\$7,953.36
16		TOTAL	\$14,605.00	\$175,260.00
17	J&R Landscape Management LLC			
18		Noble Creek Regional Park	\$8,767.00	\$105,204.00
19		Bogart Regional Park	\$3,167.00	\$38,004.00
20		Cherry Valley Grange Hall	\$300.00	\$3,600.00
21		Summerwind Park	\$1,542.00	\$18,504.00
22		Fourth Street Community Park	\$910.00	\$10,920.00
23		TOTAL	\$14,686.00	\$176,232.00
24	BrightView			
25		Noble Creek Regional Park	\$10,820.00	\$129,840.00
26		Bogart Regional Park	\$4,232.00	\$50,784.00
27		Cherry Valley Grange Hall	\$690.00	\$8,280.00
28		Summerwind Park	\$8,400.00	\$100,800.00
29		Fourth Street Community Park	\$3,092.00	\$37,104.00
30		TOTAL	\$27,234.00	\$326,808.00
31		TOTAL OVERALL PACKAGE	\$25,931.00	\$311,172.00



Staff Report

Agenda Item No. **6.4**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: August 14, 2024

Subject: Adoption of Resolution of Intention to go to By-District Elections

Background and Analysis:

The Beaumont-Cherry Valley Recreation & Park District is a legislative and deliberative public body serving the citizens of the District and its Directors are nominated in November of even years. The District presently has an at-large election system rather than a by-division election system.

In 2003, the California Voting Rights Act (CVRA) became law and in an attempt to prevent disenfranchisement of protected classes of persons, establishes a low bar for attorneys seeking to force cities and other public entities to convert from at-large to by-district elections.

The Board of Directors has determined that it is in their best interest to transition from an at-large system to a by-division system to avoid costly litigation. However, the Board also found that it would be impractical to immediately transition to a by-division election system in advance of the November 2024 election. The Board declares its intention to adopt a resolution to go to by-district elections for the general election in November of 2026.

Fiscal Impact:

This action has no fiscal impact at this time. There may be costs associated with determining district boundaries before the November 2026 election.

Recommendations:

Staff recommends that the Board adopt the Resolution of Intention to go to By-District Elections to declare their intention to go to by-district elections before the November 2026 election.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny", is written over a faint, larger version of the same signature.

Deidre Chatigny

Human Resource Administrator/Clerk of the Board

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY RECREATION AND PARK
DISTRICT DECLARING ITS INTENTION TO TRANSITION
FROM AT-LARGE TO BY-DIVISION ELECTIONS BY
DECEMBER 21, 2024 PURSUANT TO CALIFORNIA
ELECTIONS CODE SECTION 10010 AND FINDING THIS
TRANSITION EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE
CEQA GUIDELINES**

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District is an elected legislative and deliberative public body serving the citizens of the Beaumont-Cherry Valley Recreation and Park District; and

WHEREAS, members of the Board of Directors are elected in November of even-numbered years (November, 2022, 2024, 2026, etc.); and

WHEREAS, the District presently has an at-large election system (where the entire jurisdiction votes for each member of the public agency's governing body) rather than a by-division election system (where the jurisdiction is divided into divisions, each Board candidate must reside in the division he or she will represent, and only voters within a given division vote for that division's Board representative); and

WHEREAS, in 2003, the California Voting Rights Act ("CVRA") became law; and

WHEREAS, the CVRA, in an attempt to prevent the disenfranchisement of protected classes of persons, establishes a low bar for attorneys seeking to force cities and other public agencies to convert from at-large to by-district/by-division elections; and

WHEREAS, public agencies that have been sued under the CVRA have typically been forced to pay large sums to settle with plaintiffs' attorneys; and

WHEREAS, the District received on May 2, 2024 a letter from Kevin Shenkman from Shenkman & Huges, PC alleging that the District is in violation of the CVRA and urging the District to voluntarily elect to transition to by-district/by-division elections; and

WHEREAS, the Board of Directors has determined that it is in furtherance of the purposes of the CVRA to transition from at-large to by-division elections in order to avoid costly litigation; and

WHEREAS, under the Federal Voting Rights Act, the drawing of electoral division boundaries today would be based upon the most current available United States Decennial Census data, which dates back to the Year 2020; and

WHEREAS, the Board of Directors finds that it would be impractical to immediately transition to a by-division election system in advance of the November, 2024 General District election; and

WHEREAS, the Board of Directors desires to declare its intention to adopt a resolution pursuant to Elections Code sections 10010 and 10650 transitioning from at-large to by-division elections by December 21, 2024, which will be sufficient time before the General District election to be held in November, 2026 to meet the established, specific steps necessary to facilitate this transition.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE:

SECTION 1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.

SECTION 2. Intention to Transition to a By-Division Election System. Before December 21, 2024, the Board of Directors will consider adoption of a resolution, pursuant to Elections Code section 10650, to transition the election of its Board Members from an at-large electoral system to a by-division system, beginning with the General District election to be held in November, 2026.

SECTION 3. Instructions Related to Transition. Before the Board of Directors adopts a resolution establishing division boundaries for a by-division electoral system, the District will follow the requirements of Elections Code section 10010 to solicit public input in the division-map drawing process.

SECTION 4. CEQA. Based upon the whole of the administrative record before it, the Board of Directors hereby finds that a transition from at-large to by-division elections is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(3). Adoption of this Resolution is an organizational and administrative activity of the District, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. (State CEQA Guidelines, §§ 15061(b)(3); 15378(b)(5).) In the event adoption of this Resolution does constitute a project, it is categorically exempt under the Class 20 (Changes in the Organization of Local Governments) categorical exemption. (State CEQA Guidelines, § 15320.) Further, none of the exceptions to the exemptions found in State CEQA Guidelines section 15300.2 apply. Staff is hereby directed to prepare, execute and file with the Riverside County Clerk a CEQA Notice of Exemption within five (5) working days of the adoption of this Resolution.

SECTION 5. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 6. This Resolution shall become effective upon its adoption.

SECTION 7. The District Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

Chair of the Board of Directors

ATTEST:

District Secretary

APPROVED AS TO FORM:

Best Best & Krieger LLP
District Counsel

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
BEAUMONT-CHERRY VALLEY RECREATION)
AND PARK DISTRICT)

I, _____, Secretary of the Beaumont-Cherry Valley Recreation and Park District, County of Riverside, State of California, hereby certify that the foregoing Resolution No. 2024-____ was adopted by the Board of Directors of said Beaumont-Cherry Valley Recreation and Park District at a regular meeting of said Board held on the _____ day of _____, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTENTIONS: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

District Secretary of the
Beaumont-Cherry Valley Recreation and Park District



Staff Report

Agenda Item No. **6.5**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: August 14, 2024

Subject: Approval of Second Amendment to the Employment Agreement between BCVRPD and Mickey Valdivia, General Manager

Background and Analysis:

The Board entered into an Employment Agreement with Michael “Mickey” Valdivia, General Manager, on September 13, 2023.

The Board and General Manager then entered into a First Amendment, dated March 13, 2024. The Board and General Manager met in closed session on June 12, 2024, for General Manager’s annual performance evaluation. The Board approved a Second Amendment to the Employment Agreement providing for an increase in annual compensation to a rate of \$187,512.50, payable in installments at the same time that other management employees of Employer are paid. Additionally, the District will provide Mickey with a bank of One Hundred Twenty (120) hours of Administrative Leave that he may use at his discretion, provided on March 11 of each year this Agreement is in effect. Finally, Mickey shall receive family insurance under the same plan and at the same rate as provided to other District employees.

Fiscal Impact:

The Agreement and Amendments would provide for payment of compensation, benefits and reimbursement of expenses.

Recommendations:

Staff recommends that the Board approve the Second Amendment to General Manager Mickey Valdivia’s Employment Agreement

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny", written over a light blue horizontal line.

Deidre Chatigny
Human Resource Administrator/Clerk of the Board

**BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement (“Second Amendment”) by and between the Beaumont-Cherry Valley Recreation and Park District (“District”) and Michael Valdivia (“Employee”) is entered into this ___th day of August, 2024.

The District desires to increase Employee’s Base Salary by one-half of the normal COLA (2.15% = \$3,762.50) plus a merit increase of five percent (5% = \$8,750), for an aggregate increase of \$12,512.50, for a new Base Salary of \$187,512.50. The District also desires to increase Employee’s bank of administrative leave hours by forty (40) hours, for a new total of one hundred twenty (120) hours. The District also desires to provide Employee family insurance consistent with that provided to other District employees.

This action ratifies the Board’s action taken on June 12, 2024 to approve the changes contained in this Second Amendment.

Except as modified in this Second Amendment, the Employment Agreement originally dated September 13, 2023 (“Agreement”) between the District and the Employee, as modified by the First Amendment dated March 13, 2024, shall remain in full force and effect.

The parties to this Second Amendment agree to the following changes:

First, Section 3(A) of the Agreement is hereby amended to state:

“A. Base Salary: District agrees to pay General Manager an annual base salary of One Hundred Eighty-Seven Five Hundred Twelve Dollars and Fifty Cents (\$187,512.50), payable in installments at the same time that the other management employees of Employer are paid.”

Second, Section 4(C) of the Agreement is hereby amended to state:

“C. Administrative Leave. On March 11 of each year this Agreement is in effect, District shall provide employee with a bank of One Hundred Twenty (120) hours of Administrative Leave that Employee may use at his discretion, upon providing advance notice to the President of the District’s Board of Directors, in recognition of the fact that employee will often be required to otherwise perform work outside of the District’s regular operation hours. Any unused Administrative Leave as of the end of business on March 10 of each year shall be lost and shall not carry over to the next year.”

Third, a new Section 4(E) is hereby added to the Agreement to state:

“E. Family Insurance. Employee shall receive family insurance under the same plan and at the same rates as provided to other District employees.”

The District and the Employee have duly executed this Second Amendment as of the date first written above. This Second Amendment is effective retroactive to July 1, 2024.

**BEAUMONT-CHERRY VALLEY
REC. & PARK DISTRICT**

MICHAEL VALDIVIA

By: _____
Chris Diercks,
Chair, Board of Directors

By: _____



Staff Report

Agenda Item No. **6.6**

To: Board of Directors:
From: Nancy Law, Executive Assistant
Via: Mickey Valdivia, General Manager
Date: August 14th, 2024
Subject: Gann Appropriations Limit FY 24/25

Background and Analysis:

In November 1979, Proposition 4 (Gann Initiative) was adopted by the State of California. Proposition 4 placed limits on the amount of revenues which can be spent by all entities of government. Proposition 4 was modified by proposition 111 in June 1990 providing new adjustment formulas for the calculation of the annual appropriations limit.

Staff has prepared our Appropriation Limit Calculations based on our prior years limit and applying growth factors, our FY 23/24 limit was \$3,833,985.45 applying growth factor of 1.0899 making our FY 24/25 Gann Appropriation Limit at \$4,178,655.37.

Fiscal Impact:

There will be no fiscal impact on these calculations based on our Appropriation Limit of \$4,178,655.37 is greater than our Spending Limit of \$938,655.37.

Recommendations:

Staff recommends that the Board review, comment, approve or disapprove the Gann Appropriations Limit.

Respectfully Submitted,

Nancy Law
Executive Assistant

Beaumont Cherry Valley Recreation and Parks District

Appropriations Limit

FY 24/25

Description	Year ended June 30, 2025	Comment
Appropriations Subject to Limit:		
Approved FY 24/25 Budget Revenues	\$3,685,400.00	
Less Other Approved FY 24/25 Budget Revenues	-\$445,400.00	
Total Appropriation Subject to Limit	\$3,240,000.00	
Calculation of Appropriation Limit Factor:		
Percent Change in California Per Capita Personal Income	1.082	8.2%
Multiplied by: Change in Population in Riverside County	1.0073	0.73%
Total Appropriation Limit Factor	1.0899	
Appropriation Limit:		
FY 23/24 Appropriation Limit	\$3,833,985.45	
Multiplied by: Total Appropriation Limit Factor	1.0899	
Total Appropriation Limit	\$4,178,655.37	
Spending Limit Surplus	\$938,655.37	



Staff Report

Agenda Item No. **6.7**

To: Board of Directors
From: Deidre Chatigny, Human Resources Administrator
Via: Mickey Valdivia, General Manager
Date: August 14, 2024
Subject: CalPERS Pay Scale for Fiscal Year 2024-2025

Background and Analysis:

CalPERS regulations require that employee salaries be adopted by the Board and publicly available. When an employee retires, CalPERS may review these resolutions at its discretion.

The Board provides oversight of the salaries of the employees of the District through a number of processes:

- Adoption of the District salary schedule
- Consideration and approval, if appropriate, of annual cost-of-living adjustments
- Contracting with the General Manager
- Consideration and approval of the annual financial budgets

The Board authorizes the General Manager to use these tools for the District's benefit to hire and retain quality employees. This action is considered a "housekeeping" item, which adopts any changes that may have taken place since the previously adopted salary scale. This is generally done on an annual basis.

Fiscal Impact:

This action has no fiscal impact. Salary disbursements have been approved for Fiscal Year 2024-2025, this is a legal CalPERS requirement, but does not impact any previous Board action.

Recommendations:

Staff recommends that the Board adopt the Agency pay scale for Fiscal Year 2024-2025

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board

Beaumont-Cherry Valley Recreation & Park District
Position Payrate Schedule
FY 2024-2025
July 1, 2024 - June 30, 2025

Position Title	Pay Rate Range	Time Base
Activities Manager	\$66,560-\$85,000	Annual
Assistant Maintenance Superintendent	\$30.00-\$42.00	Hourly
Athletic Facilities Manager	\$66,560-\$85,000	Annual
Casual Recreation Assistant	Min. Wage - \$25.10	Hourly
Executive Assistant	\$74,300-\$99,400	Annual
Event Operations Manager	\$66,560-\$85,000	Annual
Financial Services Technician	\$58,240-\$72,683.52	Annual
General Manager	\$115,000-\$138,000	Annual
HR Administrator/Clerk of the Board	\$64,480-\$99,273	Annual
Maintenance II	\$18.00-\$25.00	Hourly
PT Maintenance	Min. Wage - \$22.00	Hourly
Receptionist	Min. Wage - \$24.66	Hourly
Special Projects Associate	\$19.78 - \$32.71	Hourly

This complies with CCR 570.5 requirements for pay schedule information, effective August 10, 2011.



Department Report

Agenda Item No. **7.1**

To: Chairman and Board of Directors

From: Deidre Chatigny, Human Resources Administrator
Noah Valdivia, Athletic Facilities Manager

Date: August 14, 2024

Subject: June/July 2024 Department Updates

Report:

Activities Manager, Ryann Flores:

- Both of our Movies Under the Stars events were successful, we had great crowds for Elemental and Wonka.
- National Night Out had a great turnout and it was wonderful to see the community supporting all of our public agencies.
- Boots, Brews, and BBQ Bash will be at Noble Creek Regional Park, on Field 1, August 23rd and 24th.
- Oktoberfest will be held at Noble Creek Regional Park, on Field 1, October 3rd through the 6th.

Assistant Maintenance Superintendent, Aaron Morris:

- Staff is aerating and edging the baseball fields at Noble Creek Regional Park.
- Landscaping Phase I has been completed at the Grange.
- Maintenance staff has been opening and closing the gates at Summerwind Trails Park since mid-July.

Athletic Facilities Manager, Noah Valdivia:

- We hosted our first ever Open Court Pickleball play on National Pickleball Day, August 8th, 2024.
- Throughout the months of June and July we hosted several Beaumont Youth Baseball/Softball tournaments.
- We are wrapping up our 12-week summer season for adult softball, concluding with an All-Star game following playoffs.
- Ballfield etiquette signs have been installed on all nine fields at Noble Creek Regional Park.

Event Operations Manager, Sarah Salzman:

- Calimesa Movie Night took place on August 9th at Summerwind Park, successfully kicking off our partnership with the City of Calimesa.
- We are continually learning how to improve the facility rentals and figuring out ways to enhance renters' and guest expectations.

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

- Hire District 5 Program – we have received another payment for two additional employees, the total expected amount will be \$8,000 after our next payment comes in.

- 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:
 - Andreana Anderson – Volunteer Camp Host (Bogart)
 - o Resignations/Terminations:
 - Cary Hewitt
 - Maricella Wright
- It has been 928 days since our last employee accident.

Community/Networking:

- Good Morning Beaumont Breakfast: Ryann Flores, Deidre Chatigny, Nancy Law, Noah Valdivia, Sarah Salzman
- Calimesa Chamber Breakfast: Ryann Flores, Nick Hughes, Noah Valdivia, Sarah Salzman
- Banning Chamber Breakfast: Deidre Chatigny, Sarah Salzman
- San Gorgonio Pass Water Agency Board Meeting: Mickey Valdivia
- Horses and Hattitudes Fundraiser for the Boys and Girls Club: Nancy Law, Deidre Chatigny, Ryann Flores, Sarah Salzman, Alyssa Fuimaono, Taylor McCafferty, Kaylee Gemmell

Upcoming Events:

- State of the District – Wednesday, August 14th
- San Gorgonio Pass Water Agency Board Meeting – Monday, August 19th, 6:00p.m.
- Banning Sunrise Breakfast – Wednesday, August 21st
- Boots, Brews and BBQ Bash – Friday, August 23rd and Saturday, August 24th
- Labor Day – Office Closed, Monday, September 2nd
- Calimesa Chamber Breakfast – Tuesday, September 10th
- Good Morning Beaumont Breakfast – Friday, September 13th
- Foundation Golf Tournament – Friday, September 13th

Respectfully Submitted,



Deidre Chatigny
Human Resources Administrator/Clerk of the Board



Finance Report

Agenda Item No. 7

- The Finance Committee met Monday, August 12th, 2024
 - Legal Invoices were reviewed.
 - BB & K Attorney hourly rate increases reviewed
 - Total Compensation Agreement (GASB 74/75 – Full Evaluation) reviewed
 - Secured Property Tax Adjustments reviewed.
- Property Tax Disbursement –
 - Report for June 2024 – (Preliminary 2) Prior Supp. Low Moderate Income and Interest – Total \$11,835.80 (June on average bring in approximately \$40,000.00 Secured which we have not seen yet Distribution amount is down currently about 22%)
 - Report for July 2024 – (Preliminary 1) – Current Secured, Prior Unsecured, Current and Prior Supplemental – Total \$36,559.14 (July on average bring in a total \$100,000.00 Distribution amount are down currently around 37%)
- Completed the Transfers
 - Reserve - \$10,000.00 – June & July 2024
 - Money Market - \$7,500.00 – June 2024 (July was made in August)
- Finance Department (June/July 2024)
 - Paid payment Weaver Grading (Final for ADA Parking lot Improvements - \$17,280.00
 - Paid Cherry Festival Assoc. – Beer Sales took on our machines - \$10,412.71
 - Paid Grand American – Cherry Festival, Parking, installing letters, etc. - \$8,876.02
 - Paid a Cherry Valley Nursery – Arbor Day, Cherry Festival & Peterson Wedding - \$7,719.94
 - Paid Riverside Registrar of Voters Payment #3 of #3 for 2022 Elections - \$42,907.68
 - Paid Alexandra Lugo (Booze Crew) – Cherry Festival Parking/Cleanup Crews - \$22,560.00
 - Paid Platinum Pavers & Concrete, Inc. – Cheery Festival – Concrete Walkways - \$45,875.00
 - Paid KS State Bank – Radio/Repeaters – Annual Loan Payment - \$9,003.82
 - Paid AG Sod Farm – Sod at Grange Community Center - \$4,370.82
 - Paid Alex Lugo (Booze Crew) – Oktoberfest Event Staff 50% - \$5,025.00
 - Paid Cooper Turf Solution – Repair/Maintenance for Fields #2,3 & 7 (should be refunded through Cherry Festival Assoc. in Contract) - \$9,400.00
 - Paid Willam A. Morton – 2024 Loan Quarterly Payment - \$23,502.29
 - Elrod Fencing – Cherry Festival Fencing Changes - \$36,830.00
- Vendors (new)
 - Kongthong Ketsouvannaesane – Board Room IT
 - Charles Shimels – Jersey for Tournament