



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, December 11, 2019
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

DISTRICT CLOSED SESSION – None.

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

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at 5:00 pm

Roll Call:

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

Invocation:

Pledge of Allegiance:

Presentations: None

Adjustments to Agenda: Government code sec 54954.2 provides “upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a) “

- 1. PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a “Request to Speak Form” and give it to the clerk before the start of the meeting. There is a three (3) minute limit on public comments.
- 2. CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).
 - 2.1 Minutes of November 13, 2019
 - 2.2 Bank Balances November 2019
 - 2.3 Warrants for November 2019
- 3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:** (Includes Committee Reports)
 - 3.1 Notice of Completion; Bogart Park
 - 3.2 Approval of Facility Use License Agreements

- 3.2.1 - Cherry Valley Horsemen's Association
 - 3.2.2 - Thunder Alley
 - 3.2.3 - Take off Pounds Sensibly (T.O.P.S.)
 - 3.2.4 - Church for Family
 - 3.2.5 - CAST Players
 - 3.2.6 - Beaumont Woman's Club
 - 3.2.7 - San Gorgonio Pass Historical Society
 - 3.2.8 - Primoz Cuisine
 - 3.2.9 - Beaumont Youth Baseball
 - 3.25.10 - Far From Perfect Mustang Rescue
- 3.3 Approval of 2020 Parking Fee Days

4. DEPARTMENT REPORTS:

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

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency - First Wednesday Bi-Monthly, 5:00pm NCCC
- Finance - 1st Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC

January 8, 2020

February 12, 2020

March 11, 2020

5.2. Upcoming Holidays

Tuesday & Wednesday, December 24 & 25, 2019 Christmas

Tuesday, December 31, 2019 New Year's Eve

Wednesday, January 1, 2020 New Year's Day

Monday, January 20, 2020 Martin Luther King Day

5.3. Events

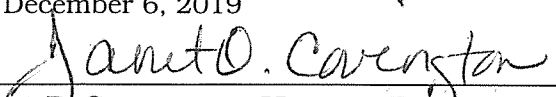
Staff Annual Holiday Party - December 13, 2019, 6:00pm

DIRECTORS MATTERS/COMMITTEE REPORTS

6. ADJOURNMENT:

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Janet Covington at 951-845-9555, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Beaumont-Cherry Valley Recreation and Park District and the foregoing agenda was posted at the District office and web site December 6, 2019


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



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 13, 2019
390 W. Oak Valley Parkway Beaumont, CA 92223**

MINUTES

DISTRICT CLOSED SESSION – None.

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

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at 5:00 pm

Regular session began at 5:00pm

Roll Call:

Director De La Cruz X Director Ward A Treasurer Diercks
 X

Vice-Chair/Secretary Flores A Chairman Hughes X

Invocation: General Manager Burk, gave the invocation

let the record show Vice Chair/secretary Flores arrived at 5:01

Pledge of Allegiance: Director De La Cruz led the pledge of allegiance

Presentations: None

Adjustments to Agenda: None.

- 1. PUBLIC COMMENT:** Rick Foster – Rick Foster he has been in the community for 15 years and has worked with the Church. He recently had an event at the Grange and he said it almost took 2 months to get his deposit back. He called down to the office and couldn't get ahold of anybody. Kyle made contact with him and he finally got his check back it was about \$200 short. He did have to use the kitchen because there was construction going on where he planned to cook. He also went in early to make sure the setup was correct for his event and it was set up wrong. He assisted in the clean up after the event. He feels he wasn't satisfied with his deposit and he's concerned about this happening to someone else. General Manager will look into that.

2. CONSENT CALENDAR

- 2.1 Minutes of October 9, 2019
- 2.2 Bank Balances October 2019
- 2.3 Warrants for October 2019

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

Initial Motion: Chairman Hughes

Second: Treasurer Diercks

***let the record show Vice Chair Secretary Flores arrived at 5:03**

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Absent

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

The General Manager comments that the finance committee did look at the bank balances.

Chairman Hughes feels he is good with the reports because the finance committee goes over it and it has been looked at in the board packages

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

3.1 Approval of 2020 Board Meeting Dates

Motion was made to accept item 3.1.

Opened public comment. No public comment. Closed public comment.

Initial Motion: Treasurer Diercks

Second: Vice Chair/Secretary Flores

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Absent

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

The General Manager reports that Janet and Nancy are at a conference through CSDA the 2020 calendar is looking for a motion for the second Wednesday of each month, as it has been. Janet is looking to approve the calendar as presented.

General Manger wanted to clarify the action is to approved the Board meeting dates and not the holiday schedule. They will be approved separately.

3.2 Approval of 2020 Holiday Schedule

Motion was made to accept item 3.2.

Opened public comment. No public comment. Closed public comment.

Initial Motion: Chairman Hughes

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

The General Manager discussed this is the same calendar Janet put together, nothing is new to the calendar and we are not asking for any additional days it follows the schedule as our contract is.

3.3 Approval of 2020 Calendar of Events

Motion was made to accept item 3.3.
Opened public comment. No public comment. Closed public comment.
Initial Motion: Chairman Hughes
Second: Director De La Cruz
Result of Motion: Carried 4-0
Director De La Cruz: Aye
Director Ward: Absent
Treasurer Diercks: Aye
Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

The General Manger states Kyle has put together the schedule of evets for 2020. Kyle is the Nancy to my left but it does not sound right to call him that. The events are the same but we have tentatively added a one and five K at Bogart. We are not sure if that will get done. If we do not get it this year we will get it the latter part of 2020 or 2021. The General Manager also states we will be adding a Cinco de Mayo festival May 2nd 2020. The rest as is presented in the past. It has been a goal for the ad hoc committee to have events at Bogart and a Cinco de Mayo festival. We are following the ad hoc committee.*let the record show Director Ward arrived at 5:15pm

3.4 Approval of 2020 Parking Fee Days

Motion was made to continue item 3.4 until the December Board meeting
Opened public comment. No public comment. Closed public comment.
Initial Motion: Chairman Hughes
Second: Treasurer Diercks
Result of Motion: Carried 5-0
Director De La Cruz: Aye
Director Ward: Aye
Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

2 part to this for the chairman and the Board. The General Manager states he believes this should be on the foundation calendar and asked to continue the item to the December meeting. There is nothing in the packet for it. The idea is the Foundation fees are the parking fees. We will bring back the dates to the December Board meeting. Chairman Hughes asked to let the record reflect Director Ward is here at 5:15. This item will be continued to the December Board meeting. Roll call will be that this item will be continued to December

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

The General Manager will be Janet right now. Janet and Nancy are at a conference for CSDA. A part time maintenance employee left and we have 29 employees. There are no reports or no workman's comp claims. Second the safety compliance company provided electrical safety training for the maintenance department. Aaron Morris completed a playing field maintenance academy. We have been utilizing target solutions on the online training program. We have issued anti-harassment training for new employees. Alyssa Fuimaono completed how to use QuickBooks training in October. James Hughes was selected September employee the month. Staff celebrated October 7th with lunch and games. Thank you to the directors who were able to attend. The Annual Holiday Party is December 13th 2019 at the Grange community center. There will be comedians performing. Famous Dave's will cater the event. The invitation is attached; if you would like to participate in a gift exchange please bring a wrapped gift valued up to \$25. She is working on a staff library for employees to find books that are interesting to them or for supervisors to read. There are currently 12 books ranging from Roberts rules of order computer reference guides, computer reference books to motivational books. WE will be changing payroll companies at the 1st of the year Paychex has not been able to meet our needs. Janet has met with a company Heartland Payroll solutions and we have been providing data to them for an ongoing process. Chad Holladay from Singer Lewak referenced the company to us.

Financial Services Technician/Office Manager: Nancy Law

The General Manager will be speaking on Nancy's behalf. The Finance committee met Thursday November 7th 2019 to review the October 2019 financial reports for the fiscal year 2019/2020. The

monthly financial reports consist of profit and loss budget vs the actual, as well as the bank account balance and warrant registers which are also included in the board packet which the board approved earlier. Property tax disbursements the finance manager has not received the payment for October 2019. The finance has transferred \$5000 in to the reserve account bringing the balance to \$230,093.54 additional items finance completed and sent out the CDBG Grant for ADA restroom accessibility for Noble Creek Community Center. Finance has completed and sent in a transparency certificate for transparency for the district in California Special District Association. Finance worked on the Pumpkin Carve which was very successful. Staff will talk more about that. Finance met with National Fitness Campaign for progress and delivery of our material for the outdoor fitness center which has been delivered and is under the new carport for storage. Finance met with polished images for Bogart gate buttons for point of sale system and that is still a work in progress and finance attended a webinar with Umpaq bank regarding administration of our credit cards.

Activities Coordinator: Kyle Simpson

Facility rentals have been picking up and we have 5 more facility rentals until the end of the month. Kyle is excited about construction being completed at Noble Creek Community Center so we can keep renting out our facility. Past events we had Pumpkin carve October 26th and it went really well I appreciate all the help from staff. All of the pumpkins were sold about 274, very close to the 300 mark. New awards were given out this year, in the past we gave out ribbons to contest winners but they did not seem like great prizes. We got awards through awards and specialties; there were new trophies and it seemed as if everyone enjoyed the new prizes. Dance spectrum performed this year and they did their thriller dance and it is a really great show. They will be at Winterfest as well. Kyle wanted to say special thanks for donations Green Thumb Produce for donating the pumpkins, Walmart for donating candy, and BYB for donating decorating items and decorating items. The next upcoming event is Winterfest December 6th from 5-9pm and December 7th from 2-8pm. We will be having the snow hill again this year and we are on the Arctic Glacier calendar. They will be blowing the snow on Friday. Entertainment will be Heart and soul line dancing both days, Beaumont Music Centre both days and starlight elementary school choir. Another elementary school will be participating as well, and keep the kid friendly theme. He is also in the process of hiring another band for the event they play soft rock and Christmas music. WE have 12 craft vendors and 3 food vendors. There is another week for them

to get the applications in. Vickie Grunewald will be Mrs. Claus again and she will be bringing Santa. As the event gets closer she will give exact times so we can advertise that Santa photo opportunities will be these specific times. Parking at the ponds will be available. The water district made sure the lot was available and Kenneth Fago is allowing us to use the lot next to the Grange. Security will be at the event for parking and San Gorgonio Pass Posse will be there for the annual bike raffle. Kyle attended the Beaumont chamber breakfast with Janet, Nancy, and Aaron, Chairman Hughes was there as well to listen to Senator Mike Morrell speak. Next facilities ad hoc will be November 26th

Athletic Coordinator: Dodie Carlson

Dodie wanted to back Kyle up and ask if the board will be driving the Hay ride for Winterfest. *Kyle asked the Board if they will be interested in driving the hayride at Winterfest. Treasurer Diercks will be driving for the event; any other board member has the invite as well.

Fall adult ball season is cruising right along, Tuesday had to be extended because of fire camp Canned food drive is moving along a little slower than expected but we will get there. The spooky spectacular tournament was held October 25th there were 6 teams and everybody was dressed in costume this year which is rare. We raised \$816 from the Oktoberfest tournament, \$750 was approved to go to Winter wish and the excess will go to the foundation, but winter wish names have not been drawn yet so we do not know for sure. Just on the spooky spectacular the net profit was \$278 for the foundation. She is working on the calendar for 2020 there are many verbals all the way out just waiting for paperwork. October 19th and 20th we heled the 12 annual engine 57 tournament 72 teams were here this year if anyone was able to make it down there it was very emotional with so many people in the league. We had in the finals out of 8 divisions 7 of them had Beaumont players playing in the final which was very impressive maybe only one or two on each team but they all started here. Staff would like to give contributions, we have been giving every year for this tournament for the last 12 years by reducing their bill by \$700 the board did approve \$1000 last year and we are requesting that again this year. \$700 is being requested, the general manager said this was brought to the board last year and they approved \$1000. Treasurer Diercks made a motion to approve \$1000 this year Chairman Hughes second for the motion. This is the option and a second for approval of \$1000 for the Engine 57 tournament. Chairman Hughes asked that this money goes to families of fallen firefighters. Dodie confirmed the money goes to fallen firefighters and police.

Motion was made to approve \$1000 for Engine 57
Opened public comment. No public comment. Closed public comment.

Initial Motion: Treasurer Diercks

Second: Chairman Hughes

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

General Manger wants to say he appreciates staff going on an d getting money on behalf of the foundation

Maintenance Foreman: Frank Flores

General Manager on behalf of Frank Flores

For the month of October the district has dealt with the windy weather, high winds brought bout fire camp as you know. It is always a pleasure to assist Cal Fire, thank you to the staff who was able to close Noble Creek Park in a moment's notice. Renovations to Noble Creek Community Center are pressing along as you can see. Proud of new community center and can't wait for completion. There are many trees downed at Noble Creek Park and they have scheduled a tree company to come down and remove and manicure over 20 trees. The district has installed a new fence around field 7 we are currently purchasing a yellow cap for the safety of the fence. Kyle mentioned a thank you to green thumb. They donated 8 pallets and he believes this is the first year all of the pumpkins were purchased; it was a fun event for all. On a side not we did lose one part time employee who is pursuing his career in HVAC systems, the district purchased his going away lunch and had a going away party. Staff is continuing to work on irrigation at Bogart Park and boy, is that challenge. They have been working on wiring on the clock and have 10 stations working. Maintenance is working on snow fence around the pond to close access to the pond. The south access road has been completed. The road going out to Winesap weeds throughout the road have been completed. Duane would like the road to be open to make sure there are no other problems out there. CDF did a day of clearing brush around the tank. The tank was damaged from the last Bogart fire engulfed and caused damage to the tank, that's what we were told by the county. That has been cleared around the tanks. Frank will not be attending the Board meeting due to his night class he has on Wednesdays, upon completion of the class he will receive a certificate of pest management from COD, College of the Desert. He would like to thank the board and General Manager for allowing

him to take the time to complete his educational goals and hopes everyone has a wonderful thanksgiving and he will see you all at Winterfest

Maintenance Foreman: Aaron Morris

With the winter season approaching turf growth will be slowing down and color will change due to our turf going dormant, specifically our Bermuda grass. With fall ball season coming up maintenance has decided to dedicate one member of staff to follow a weekly maintenance routine to keep up the quality of our fields. Establishing this routine will set new standards for how the fields should look every week and how safe they should be while being used. His goals for the district are to keep the fields neat, safe, and clean for anyone coming to use the fields and facilities. As Frank mentioned field 7 fencing project has been completed and he will be getting together with Odie to get quotes on orange fencing. That field does have dugout gates and road access gates out on to the field. Now all of our ball fields can and will be locked when necessary. Our new lily spreader is up and running. Maintenance has been spreading gypsum and potassium to all of our turf areas, so hopefully you will see some difference in soil nutrition balance. Maintenance has started field 1 renovation project and so far we have measured out the warning track and surrounding areas of turf and edged out lines for where to place perimeter sprinkler heads so that was finished today. Tomorrow sprinkler heads will be measured and he will see if they need to add any or take any out. So far there has been one identified to take out, it should not be too bad for an irrigation project. Fall season is coming; maintenance has decided to hold off on over seeding and instead will focus on level out the outfield with our new Cloppy Hardy field renovator. As you know the field renovator works as a leveler, aerator detacher all in one pass. I have been playing on the ball fields over the past month and noticed that some outfield were uneven and old, there has been a lot of use and gophers. His priority is to level fields to the best of our ability and backfill with sand. He heard a lot of feedback from other users. His priority is safety over the past few months. Staff will be receiving training on how to properly fill out work logs and reports to help keep track of our work and routine. Aaron is working with the weekend staff on things like restrooms logs inventory logs materials and field use reports. Aaron is checking logs weekly to insure they are filling them out. He completed training with them this past weekend. One thing not mentioned in the report I went to 2 field day training, on the Anaheim Angels Stadium, he is not a big fan of the Angles but t be able to walk on a pro field is truly something. He went through the stadium and the dugouts and

learned maintenance on their pitcher mound. He is trying to figure out how to get in contact with the key speakers but it is turning out hard than he thought. One from UCR, Jim Baird I a turf grass doctor and Aaron will be attending their field day next year. HE had insightful things to say. Two weeks ago Aaron went to Long Beach State University that was hosted by Diamond Pro; they are a material provider for our quick dry. He got to meet the head groundskeeper and some vendors. He mentioned many of the vendors mention we have crazy weather out there. Aaron wasn't to thank the board for allowing him to attend the field days and he looks forward to more field days.

General Manager: Duane Burk

The General Manager mentioned he has covered most things, primarily; I have been sick lately and have been in and out of the office, he mentions he missed the collaborative meeting because he wasn't feeling well and it has lingered for the past couple weeks as most of you know. You can see all of the construction going on and doing some work in Bogart as staff pointed out. He is looking forward to the holidays and the Winterfest.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm NCCC
- Finance – 1st Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC
December 11, 2019
January 8, 2020
February 12, 2020

5.2. Upcoming Holidays

Thanksgiving Thursday & Friday, November 28 & 29, 2019
Tuesday & Wednesday, December 24 & 25, 2019
Christmas Tuesday, December 31, 2019 New Year's Eve

5.3. Events

Winterfest - December 6 & 7, 2019
Staff Annual Holiday Party – December 13, 2019

DIRECTORS MATTERS/COMMITTEE REPORTS

Director De La Cruz:

Armando

He would like to thank the staff, board members, chairman and Duane for all of their hard work and dedication. He attended the Beaumont City Hall Meeting December 15th; the city of Beaumont has awarded a contract to M Grey Electric Inc. for city wide electric services for the next 3 years. The City awarded a contract to TSR Construction and inspection in the amount not to exceed \$237,000 for community development block grant project. He went to Bogart Park and it is nice. He can't wait until the pond is completed. He likes the way the office at Noble Creek is looking and he is looking forward to Winterfest and the holiday party.

Director Ward:

Denise

Thank you to everybody, everyone is doing a great job. She likes the construction going on, on the front of the building, she cant wait for it to be completed. She attended the collaboratiuve agency last week. Overall all of the agencies that attended spoke about he power outages and the wind and fires and hw it affected everybody in the community. All of the agencies there were concerned in trying to be more proactive in being prepared forming an Emergency preparedness team and staying in constat communication with each agency. They spoke huighly of DUnae and what he did for the water district. Dan said he was in contact communicatiuni with Duane. The school district struggled with mixed messages from Edison in communicating with th p[ublic and their families. It would be a good idea to start an emergency anagement department. San Gorgonio hospital has a lot of things coming up about becoming a troke center. She does not think we have anything in our area. They will be teaming up with Loma Linda nad Arrowhead, also they will be bringing in orthopedics. County of Riverside Mickey spoke about boundary issues nd emergency preparedness, maybe come up with the idea that a lot of cell phones are out during emergencies, maybe radios for agencies to communicate. Bogart, Dan Said we should have water up there by, she did not write it down. Duane filled in that we have water tied in, they are just setting it up now. Board approved the new water line, we went froma metter that was in a remote lcation to a manifold meter. Duaen did not want to pay for 3 meters at the ame time. What has been agreed and memorialized that will be brought back to the board is that during a fire event they will open 2 standby meters, they have to open. The fire hydrant now flow 600 gallons per minute. That is logisticalk for them to do but if we have a big event we have the ability to turn no a second meter and only be charged for the one 2 inch meter. It benefits bth agencies. Chiled help fundraiser is November 17th. She did nt want to announce the volunteer of the year because she isn't sure if it has ben announced. Chairman Hughes said it is out. Larry from City fcalimesa spoke about the fire and said they were in recovery mode. They have a lot of things fr

community members who suffered, they are looking of financial funds for their victims. They have an event coming up to raise funds for the victims. The Collaborative agency has been reschedule to January 8th, 2020 at 4pm that will be the same day as our Board meeting but an hour earlier.

Treasurer Diercks:

Chris

Things are looking great around here; the remodel in the front is starting to shape up really good. Everyone is doing a great job and keep up the good work.

Vice Chair/Secretary Flores:

John

He likes the new event calendar. As far as having an event at Bogart it is nice to have races and hopefully it will rival mount Sac or diamond valley. He is glad to see that happening

Chairman Hughes:

Dan

He thought the Pumpkin Carve went really well, Kyle thank you fr that, there were a lot of people there. This event always goes well but this year exceptionally because of the Pumpkin sales. When he got there and bought a couple but when he got there were only about 15-20 on the ground. They had another pallet but he thought they were getting rid of these very quick. Vice Chair Flores and myself Duane, Karen, my wife, and Nancy attended Autumn Elegance which is an event Valley Wide Recreation puts on because we like supporting the other groups around here, it was really a net event which we will take some things from them which we saw and bring them over here. What they had was food stations with tastings from restaurants around there. What he was really mad about was he wanted, Karen – Duane's wife brought up that she wants donuts and Dan said that he wants fresh donuts but they never showed up. They had special lemonade there and had about 27 glasses of it, it was really good. The event was really good it was put on by friends of valley wide, their foundation. It was a nice event and something we will probably go to every year. Good morning Beaumont was Senator Morrell. There were weird things brought up. There was a senator putting a bill out to provide free healthcare for California the cost of the bill is 400 billion dollars. The senator said we had the best year ever in California and we collected 189 billion dollars. He was asking the other senator how he proposes the other 211 billion. Their response was California was going to hike up a 13% tax rate to 27.4% tax rate. The senator told us there. That still wouldn't meet the 400 billion dollar price. The point trying to make is the elected up there come in from being a legislative assistant and move up positions. They need fresh faces there to come up with new things that are going on. He is termed out this year. He talked about new younger people coming in to straighten things out up there. Chairman Hughes agree with him that the government should be run

from local level to federal, not the federal level down and he agrees with him in those principles. He talked about a school program going on which Chairman Hughes does not want to get into but it is about sex education. They are teaching this about 10 years of age, parents do not even know this is going on it is just something out there and the way they are doing it is wrong. He introduced a new bill to combat that and create a new bill where parents have to look at the internet site and approve that their kids can opt in or opt out. Chairman Hughes said he would opt out right away; Kyle was there and heard all of that stuff. It was pretty weird hearing them talk about it. Fire Camp was a success one thing he would like to encourage is that every time we have a fire map there is a press briefing after. He would like to see, he knows we all work but he would like to set up a system like after the Calimesa fire, the next day Supervisor Hewitt came down because of the homes burned and lives lost. He did a press conference here and Chairman Hughes was the only elected there. He would like to put this out to; if you can make it or get there he would like to show our support. He thinks they will try to create some system where if there is a press conference that that information would be sent to the board. As far as elected go there were only a few. He would like to show more support in those cases. Today Duane and Chairman Hughes met with the Chief of Police and they are talking about an active shooter situation. He would like to see staff trained on what we would do. God forbid if it ever happens but if it did what is staff's role, the board, the GM and what we would do in that situation. If there is an active shooter the buses will be coming here and parents coming here to pick up their kids. They went to a CSDA conference and they heard, he asked Duane to fill in on it. The conference was CARPD, the active shooter was CSDA. We are all faced with tragedies as recent as the Fire in Calimesa, there is not really a way to plan for that. At the last CARPD conference in May, there were two guest speakers from Park Districts; the topic was how park districts were involved with things you would never think staff would be involved with. One thing was the fire that burned in Paradise that took out complete community. About 85 lives lost, pretty much an entire town what was left was community involvement in the community center and they comingled back to the community center. The park district manager, even though they lost a lot of things at their park, they were able to facilitate unification and, Paradise is a small community, the will to put things back. He thinks staff may never be able to be prepared to be trained for things like that and may even shrug it off a little bit. You may never know what you may be called upon to do. AS a board, as a general manager, staff, you don't know what you are called upon to do. The second one is a personal friend of Duane, Jim Fridol, the general manager of Canejo, which is Ventura park district. The community center for Canejo was brought in for the shooting at the bar. 13 young people lost their lives and they activated a community center reunification where staff for Canejo assists community in reunifying with their family. Grief counselors were there and as people were there waiting for loved ones the number kept dwindling down. Ultimately people

standing alone realized their loved ones weren't coming home. When he gave that presentation we were supposed to do something else. They took a pause and Duane does not think there was a dry eye in the place. The intent behind it was that you don't know what community centers may be called upon to do. Whether ours is small or we erect a tent, or we do some type of training where we put out cots or things like that. You do not know what will be called upon you. We have 40 RV spots over there and a place for horses and you don't know. We have Bogart now. Your mind as a board and staff you should realize that you could be called upon in a different role. Here the recent fire in Calimesa, there was a lot of lost family and homes there. He thinks there was one person who perished. That is a tragedy in itself. Whether we get a lot of training, we should all be aware of what may be called upon us. That is a reason we are meeting with the chief and other partners in the community. That could happen to us and we will need their help as well. We are not just a park district we do other things outside of that scope.

Chairman Hughes- He thinks it is important, people who have been around a long time know that his thing, is he thinks it is important to collaborate and work together for what is right for our constituents. This is a big thing and the Chief agrees although, some staff may not be ready because it is pretty bizarre what we are called upon to do. Treasurer Diercks may have been involved with that in Whittier. Chairman Hughes will be moving forward with it. We will start with a presentation and then talk about if we want to go into then what happens in the event where they actually shoot submissions off. It will freak you out when it happens, it isn't really happening but you are in the middle of it and how you act. He thinks it will be good for all of us. He brought up the CHP officer who was killed frequented our park. You never know what is going to happen. We are moving that direction because we need that here and we want it and to have us prepared just in case that should happen. What do we do, how do we handle it, and what is our role. Our staff when the Calimesa fire broke out and then the small one in Banning he spoke to Duane right away and they reached out to Calimesa and Banning to see if there was anything we could do don't hesitate to let us know. Those cities remember because we are one of the few who reached out in that situation. Calimesa said the assistance from police and fire even on off time was overwhelming.

Director Ward mentioned the sandalwood fire fundraiser is this Sunday November 17th 2-6pm on Third Street in Calimesa. They will have bands food and drinks, things for the kids to do for who wants to attend.

Chairman Hughes appreciates everything the staff is doing and he hopes everyone has a good Thanksgiving and we will be getting ready for the annual Christmas party.

6. ADJOURNMENT:

Treasurer Diercks made a motion to adjourn the meeting.

Second by Director Ward. The meeting adjourned at 6:01pm.

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 11/30/2019

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 6,850.13	\$ 62,990.61	\$ 72,940.18	\$ 16,799.70	
2 Bank of Hemet - Payroll Account	\$ 6,268.79	\$ 60,198.62	\$ 70,000.00	\$ 16,070.17	
3 Bank of Hemet - Project Account	\$ 25,223.37	\$ 1,270.00		\$ 23,953.37	
4 Bank of Hemet - Bogart	\$ 4,167.62	\$ 85.92	\$ 521.00	\$ 4,602.70	
5 Bank of Hemet MM	\$ 2,584.12		\$ 0.45	\$ 2,584.57	
6 Bank of Hemet - Reserve Fund	\$ 230,093.54		\$ 5,023.77	\$ 235,117.31	
7 Bank of Hemet - Quimby/DIF	\$ 327,915.57	\$ 50,000.00	\$ 13,210.91	\$ 291,126.48	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 10,212.70		\$ 98,569.79	\$ 108,782.49	FY 18/19 Tax Distributions
10					
11	\$ 613,815.84	\$ 174,545.15	\$ 260,266.10	\$ 699,536.79	
12					
13 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
14 Operating Reserve	\$ 160,260.79		\$ 5,000.00	\$ 165,260.79	NOT to be USED
15 Capital Reserve	\$ 69,832.75		\$ 23.77	\$ 69,856.52	Min Balance of \$50,000
16					
17 TOTAL RESERVE ACCOUNT	\$ 230,093.54	\$ -	\$ 5,023.77	\$ 235,117.31	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 11/30/2018

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
18 Bank of Hemet	\$ 272,310.63	\$ 2,200.00		\$ 270,110.63	

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
November 2019**

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Check	11/01/2019	122636	Dan Hughes	Director Fees - October 2019	-600.00
Check	11/01/2019	KS11012019	El Mariachi Taco Shop	Burritos for Employee - NFC truck unload	-85.09
Check	11/01/2019	RF11012019	Stamps.com	Postage	-50.00
Check	11/04/2019	Fee	Global Pay	Credit Card Machine - \$ Sales	-139.25
Check	11/04/2019	Fees	EPX	Fees - Credit Card Machine	-268.58
Check	11/05/2019	122637	Jessica Warrick	Pay Period: 10/14/19 - 10/27/19 (7hrs)	-210.00
Check	11/05/2019	122638	Brittany Linares	Refundable Security Deposit - Wedding - 10/26/2019	-500.00
Check	11/05/2019	122639	Martha Barba	Refundable Security Deposit - Baby Shower - 10/27/2019	-500.00
Check	11/05/2019	122640	Alyssa R Fuimaono	Fred Pryor Class (mileage)/Lunch - 10/23/2019	-59.52
Check	11/05/2019	122641	Artwork Paint Company	NCCC - Office Painting - Accent Walls	-792.68
Check	11/05/2019	122642	Beaumont Chamber of Commerce	Chamber Breakfast - (6) Attendance	-120.00
Check	11/06/2019	Fee	UMS Banking	Credit Card Fees - Bogart Kiosk	-26.45
Check	11/07/2019	FEE	Exact	Service Fee - Kiosk Bogart	-25.21
Bill Pmt -Check	11/08/2019	KS11082019	Safety Sign	No Smoking (Retroom Signs)	-68.49
Bill Pmt -Check	11/08/2019	11082019	Nextiva	Monthly Telephone Service	-284.47
Check	11/11/2019	NL11112019	Embassy Suites	Board/Sec Conference - Hotel - Law, Nancy	-908.69
Check	11/12/2019	NL11122019	Bogart Park	Credit Card Kiosk Testing	-10.00
General Journal	11/13/2019	Trans111319		Transfer to Payroll for PR 11/15/2019	-35,000.00
Check	11/18/2019	122643	Artwork Paint Company	Maintenance Bathroom Floors/NCCC Outside Door	-295.80
Check	11/18/2019	122644	Denise Ward	Director fees - September 2019	-355.00
Check	11/18/2019	122645	Denise Ward	Director Fees - October 2019	-100.00
Check	11/18/2019	122646	Denise Ward	Director Fees - November 2019	-200.00
Check	11/18/2019	NL11182019	1800Flowers	Congratulations - Tori Burk	-105.56
Bill Pmt -Check	11/18/2019	11182019	UMPQUA Bank	Employee of the Month, Holiday Party, County Office Furniture, Board Secretary Conference (Hotel) Covington, Janet	-6,445.00
Check	11/19/2019	122647	Jessica Warrick	Pay Period: 10/28/2019 - 11/10/2019 (6.5 hrs)	-195.00
Check	11/19/2019	122648	Arctic Glacier	50% Snow Hill - Winterfest 2019	-3,079.77
Check	11/19/2019	122649	Aaron Morris	Reimbursement - Toll Roads - Workshop	-16.24
Check	11/20/2019	122650	John Weil	Refundable Security Deposit - Birthday Party - 11/2/2019	-500.00
Check	11/20/2019	122651	David Raynesford	Refund for - Bogart Sites 22-24 - 11/28/19 - 11/29/19	-200.00

Beaumont Cherry Valley Recreation & Park District Check Warrant

Bank of Hemet - Operating November 2019

Type	Date	Num	Name	Memo	Amount
Check	11/20/2019	122652	Michael Passmore	Refundable Deposit - Birthday Party - 11/10/2019	-500.00
Check	11/20/2019	122653	Stuart Grimstad	Refundable Security Deposit - Wedding Anniversary - 11/9/2019	-500.00
Check	11/20/2019	122654	Wilma Montes	Refundable Security Deposit - Birthday Party - 11/2/2019	-500.00
Check	11/20/2019	122655	Arctic Glacier	Final Payment - Snow Hill - Winterfest 2019	-3,079.76
Check	11/20/2019	KS11202019	Staples	Activities Coordinator - Office Chair	-141.36
Check	11/20/2019	JC11202019	Kolsa's Donuts	CAPRI Workshop - Donuts/Coffee - 11/20/2019	-63.96
Check	11/20/2019	JC11202020	Stater Bros	Capri Workshop - Water/Chips/Sweets - 11/20/2019	-22.16
Check	11/20/2019	JC11202021	Subway	CAPRI Workshop - Lunch - 11/20/2019	-89.98
Bill Pmt -Check	11/20/2019	866323600	Verizon Wireless	Monthly Wireless phones	-490.06
Bill Pmt -Check	11/20/2019	245329831	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-600.84
Bill Pmt -Check	11/20/2019	50135329931	SCE (0135)	Utilities - Electric (Woman's Club, Grange, Snack Bar, NCCC & Maintenance)	-1,839.01
Bill Pmt -Check	11/20/2019	0195329731	SCE (0195)	Utilities - Electric (Field #1 - #4)	-500.74
Bill Pmt -Check	11/20/2019	435329431	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-168.30
Bill Pmt -Check	11/20/2019	1947329331	SCE (1947)	Utilities - Electric (Huges Trailer)	-106.16
Bill Pmt -Check	11/20/2019	2062329731	SCE (2062)	Utilities - Electricity (RV Park)	-565.77
Bill Pmt -Check	11/20/2019	179329931	SCE (6179)	Utilities - Electric (General Electric & Thunder Alley)	-1,065.94
Bill Pmt -Check	11/20/2019	23329731	SCE (9823)	Utilities - Electric (Bogart)	-404.30
Bill Pmt -Check	11/21/2019	11212019	VSP-Vision Service Plan	Employee - Vision Insurance	-130.88
Bill Pmt -Check	11/22/2019	4701122201	Chevron	Monthly Fuel - Chevy Truck (20,210) & Chevy Malibu (11,134)	-400.59
Check	11/25/2019	122656	Artwork Paint Company	NCCC - Interior Painting	-1,293.35
Check	11/25/2019	122657	Lourdes Reyes	Refundable Security Deposit - Quinceanera - 11/9/2019	-500.00
Check	11/25/2019	122658	Sylesia Garcia	Refundable Security Deposit - Baby Shower - 11/23/2019	-475.00
Bill Pmt -Check	11/26/2019	KS11262019	Department of Environmental Health	Food Health Permit - Winterfest 2019	-203.72
Check	11/26/2019	KS11262019	Amazon.com	Joint Event (Microphone&Cable), Phone Case, Winterfest Supplies	-232.85
Check	11/27/2019	DC11272019	Sams	Winter Wish - Clothing	-22.00
Check	11/27/2019	DC11272020	Walmart	Winter Wish - Clothing	-45.85
General Journal	11/29/2019	Trans 1129		Transfer to Payroll for PR 11/29/2019	-35,000.00
General Journal	11/29/2019	Trans 1129		Transferred from Quimby/Dif for Capital Improvement Bills	50,000.00
TOTAL					-50,083.38

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
November 2019

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10015 - Bank of Hemet - Project Account					
Check	11/05/2019	4519	Pete Gerlach	Umpire	-90.00
Check	11/05/2019	4520	Sam De Los Angeles	Umpire	-70.00
Check	11/05/2019	4521	James W. Halbrook	Umpire	-90.00
Check	11/19/2019	4522	Pete Gerlach	Umpire	-330.00
Check	11/19/2019	4523	James W. Halbrook	Umpire	-330.00
Check	11/19/2019	4524	Kristine Carlson	Umpire	-150.00
Check	11/25/2019	4525	Pete Gerlach	Umpire	-120.00
Check	11/25/2019	4526	Raul Castro	Umpire	-90.00
					-1,270.00

**Beaumont Cherry Valley Recreation & Park District
 Check Warrant
 Bank of Hemet - Quimby/DIF
 November 2019**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
10020 - Bank of Hemet - Quimby/DIF				
General Journal	11/29/2019	Trans 1129	Transfer to Operating for Capital Improvment Bills	-50,000.00
			TOTAL	-50,000.00

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Bogart
November 2019

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10050 - Bank of Hemet - Bogart Park					
Check	11/29/2019	Fee	UMS Banking	Credit Card Fees - Kiosk	-85.92
				TOTAL	-85.92



Staff Report

Agenda Item No. **3.1**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: December 11th, 2019

Subject: Notice of Completion – Bogart Park Water Line/ retention basin clean up

Background and Analysis:

On January 1st, 2019 the District entered into an operating agreement with Riverside County Parks and Trails District for Bogart Park 9600 International Drive, Cherry Valley. Part of the infrastructure for Bogart Park is the domestic water system located in a very remote locality off the property and attached down a hill side through a wash.

On September 11th, 2019 Board approved to purchase water line material from Inland Water Works in San Bernardino and Contract with Merlin Johnson Construction for a design build of a new c900 class200 4" PVC pipe from an existing meter manifold in Bogart Park. Eliminating the current 2" domestic water line located in a remote and in accessible location on the Mesa. At the time of Board approval, staff estimated the project to cost in material 24,000.00 however during construction a new 4" Reduce Pressure Principle Backflow device had to be purchased and reinstalled, also an existing septic system was discovered at camp site 4 and we converted it to a RV dump station, seven individual camp sites needed to be re piped and placed on the new water line, finally, during installation construction was slowed do to granite material.

On September 30th, 2019 Merlin Johnson completed the Bogart Park Water line and retention basin.

Recommendations:

Staff recommends that the Board approve the Notice of Completion (NOC) for the Bogart Park Water Line Project and have it filed with the County Recorder's Office.

Fiscal Impact:

Inland Water Works: \$27,711.72

Merlin Johnson Construction Inc: \$65,000.00

Merlin Johnson Construction Inc (Change Order) \$39,701.78

Total for Project:\$132,413.50

Respectfully Submitted,

Nancy Law 
Financial Services Technician/Office Manager

1 WHEN RECORDED MAIL TO:

2
3 Beaumont Cherry Valley
4 Recreation and Park District
5 P.O. Box 490
6 Beaumont, CA. 92223
7

8
9 FREE RECORDING:
10 Exempt Pursuant to
11 Government Code §6103
12

13
14 NOTICE OF COMPLETION
15 PROJECT: Bogart Water Tank Project
16

17
18 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the
19 Beaumont Cherry Valley Recreation and Park District, a California Special District, pursuant
20 to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby
21 accepted by the Board of Directors of the Beaumont Cherry Valley Recreation and Park
22 District, this December 11th, 2019.
23

24 That the OWNER, the Beaumont Cherry Valley Recreation and Park District, and
25 Merlin Johnson Construction, Inc., the contractor, entered into an agreement dated,
26 September 11th, 2019, for the construction of the work of improvement referred to as “Bogart
27 Water Line Project” completed on the
28 Property identified below.
29

30 The scope of work included, Provide all labor, equipment, and miscellaneous material to
31 build and install the Domestic Water Line for the Beaumont-Cherry Valley Recreation & Pak
32 District.

33 That the work of improvement was completed on September 30th, 2019, for “Bogart Water
34 Line Project” by Merlin Johnson Construction, Inc.

35 The Nature of Interest was Bogart Water Line.

36 (1) That the Beaumont Cherry Valley Recreation and Park District, a California
37 Special District, whose address is Beaumont Cherry Valley Recreation and Park District 390

/

1 W. Oak Valley Parkway, Beaumont, California 92223 is the owner of the property on which
2 the work of improvement was completed.

3 (2) That said work of improvement was performed at Parcel# 401-210-011, 9600
4 International Park Rd, Cherry Valley, California 92223.

5 (3) The nature of interest in the property is fee simple ownership.

6
7 Dated: December 11th, 2019

8 Beaumont Cherry Valley Recreation
9 and Park District

10
11 A California Special District

12
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15 By _____
16 Duane Burk, General Manager
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VERIFICATION

/

1 I, _____, state that I am the Authorized Agent of the Owner
2 identified in the foregoing Notice of Completion. I have read said Notice of Completion and
3 know the contents thereof; the same is true of my own knowledge.
4

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct.
7

8 Executed on this _____ day of _____, 20____, at Beaumont, California.
9

10 Beaumont Cherry Valley Recreation and Park District
11

12 A California Special District
13

14
15 By: _____
16 Duane Burk, General Manager
17



Staff Report

Agenda Item No. **3.2**

To: Board of Directors:

From: Kyle Simpson, Activities Coordinator

Via: Duane Burk, General Manager

Date: December 11, 2019

Subject: Approval of the Facility use License Agreements

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District annually renew facility use agreements for independent operators benefit our local community. This year there are (10) individuals license agreements for your authorization.

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

This year staff would like to make the following changes:

1. There will be no increased rates to Facility use License Agreements for users in 2020.
2. Add an "EMON" meter to Thunder Alley Raceway and monitor the use of electricity. Staff will bring back the information to the Board next year for a possible increase to the facility user. Require Thunder Alley facility user to pay their own trash on events.

Recommendations:

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

Fiscal Impact:

There will be no fiscal impact to the District.

Respectfully Submitted:

Kyle Simpson,
Activities Coordinator



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHERRY VALLEY HORSEMEN’S ASSOCIATION, INC. (“CVHA”). BCVRPD and CVHA may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, CVHA desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for HORSE SHOWS AND MEETINGS.
3. Whereas, CVHA represents that it has the skill, ability and personnel to operate such SHOWS AND MEETINGS.

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

TERMS

- I. BCVRPD shall authorize CVHA rental of the ETI BUILDING/HORSE ARENA, FOR BOARD MEETINGS JANUARY 8th & 29th 6:30PM-9PM, MARCH 4th, APRIL 1st and 29th, JUNE 3rd, and JULY 1st and 29th, SEPTEMBER 2nd and 30th, NOVEMBER 4th, December 2nd, and FOR GYMKHANA EVENTS, FEBRUARY 8th, MARCH 14th, APRIL 11th, MAY 9th and 30th, JUNE 13th, JULY 11th, and AUGUST 8th FROM 6AM-6PM, AND RAIN MAKE UP DAYS JUNE 27th, AUGUST 29th and SEPTEMBER 12th.
 - i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for CVHA use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.
 - iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of CVHA will be charged \$5.00 parking fee.



Beaumont-Cherry Valley Recreation and Park District

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



Beaumont-Cherry Valley Recreation and Park District

- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign CVHA to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CVHA shall not duplicate any keys. If a key is lost or stolen CVHA shall immediately report the loss to BCVRPD. CVHA will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. CVHA will provide the District a list of anyone that has been issued keys and for what location. **(Received:)**
- XIII. CVHA shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
 - i. CVHA will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any CVHA members, volunteers and/or patrons entering the building.
- XV. CVHA will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XVI. CVHA shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. CVHA will be responsible for any damage to the facility caused by CVHA members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to CVHA.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. CVHA members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
 - i. CVHA members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. CVHA will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of CVHA. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXI. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.



Beaumont-Cherry Valley Recreation and Park District

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

- i. **Minimum Requirements:** CVHA shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CVHA, its agents, representatives, employees, or subcontractors. CVHA shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** CVHA shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
 - iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or CVHA shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
 - iv. **General Liability:** The general liability policy shall be endorsed to state that:
 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CVHA; and,



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2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CVHA insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CVHA or for which CVHA is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CVHA insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CVHA. There are no employees at this time.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CVHA shall guarantee that, at the option of the BCVRPD, either:



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1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
2. CVHA shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** CVHA shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** CVHA shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CVHA in connection with this agreement.

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

XXIV. CVHA shall defend, with counsel of its choosing and at CVHA own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CVHA shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CVHA shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.



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- XXV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXVI. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CHERRY VALLEY HORSEMEN'S ASSOCIATION, INC.
c/o Heather Moon
PO Box 3092
Beaumont CA 92223
- XXIX. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Heather Moon, President (CVHA)

Date

Date



FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. BCVRPD and “ANDREW TROTTER, THUNDER ALLEY RC RACEWAY” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability and personnel to operate such an RC RACEWAY TRACK.

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

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK COMMUNITY PARK, on REGULAR HOURS: MONDAY – SUNDAY, 7AM – 10PM, AND SPECIAL EVENTS HELD TO BE DETERMINED for the use to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get approval for any other usage of NOBLE CREEK COMMUNITY PARK or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to BEAUMONT NOBLE CREEK COMMUNITY PARK CENTER and surrounding parking, Specialty equipment needed to operate the NOBLE CREEK COMMUNITY 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 RACEWAYS patrons, employees, or



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- volunteers except appropriate Handicap placard vehicles.
- iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.
 - iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.
- III. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK COMMUNITY PARK that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items. **(Received:)**
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. ANDREW TROTTER shall lock 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.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$330.00 Per Month)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (racethunderalley@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due



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date.

- v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for the labor to clean walkway in the event they are not cleaned up after use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to pay BCVRPD for additional trash. BCVRPD will make arrangements for the bin and will bill ANDREW TROTTER, THUNDER ALLEY RC RACEWAY the following month's invoice
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss



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

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



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- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIII. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).
- XXIV. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
 - i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial



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- General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance**: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:
1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees,



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

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



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



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this agreement.

- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY obligation pursuant to this provision shall survive termination of this agreement.
- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXI. All notices pertaining to this agreement shall be in writing and addressed as follows:



Beaumont-Cherry Valley Recreation and Park District

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

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

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

Duane Burk, General Manager, BCVRPD

Andrew Trotter, Owner, (Thunder Alley RC Raceway)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and TAKING OFF POUNDS SENSIBLY CA 1743 BEAUMONT (“T.O.P.S.”). BCVRPD and “T.O.P.S.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM located at 390 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, T.O.P.S. desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for MEETINGS.
3. Whereas, T.O.P.S. represents that it has the skill, ability and personnel to OPERATE such MEETINGS.

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

TERMS

- I. BCVRPD shall authorize T.O.P.S. rental of the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM, on ALL TUESDAYS FROM 6:00PM – 8:00PM for MEETINGS.
 - i. T.O.P.S must get approval for any other usage of NOBLE CREEK COMMUNITY CENTER – COPPER ROOM or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to NOBLE CREEK COMMUNITY CENTER – COPPER ROOM and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to T.O.P.S. if there is another event taking place at the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM that could interfere with any dates in their agreement.



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- IV. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. (\$82.50 Per month)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (mrghffmn@aol.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- V. T.O.P.S. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the halls and bathrooms shall be the responsibility of T.O.P.S. during and after all facility use.
 - ii. T.O.P.S. will remove all trash to the outside trash containers after each use.
- VI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of T.O.P.S. and must meet all City/County/State legal standards.
- VII. BCVRPD is routinely doing upgrades to our facilities. During this time T.O.P.S. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- VIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- IX. BCVRPD reserves the right to reassign T.O.P.S. to another facility if the NOBLE CREEK COMMUNITY CENTER – COPPER ROOM should become unavailable due to an emergency.
- X. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. T.O.P.S. shall not duplicate any keys. If a key is lost or stolen T.O.P.S. shall immediately report the loss to BCVRPD. T.O.P.S. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XI. T.O.P.S. will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XII. T.O.P.S. shall not make any changes to lock(s) on District property.



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- XIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. T.O.P.S. will be responsible for any charges incurred by a false alarm to the NOBLE CREEK COMMUNITY CENTER - COPPER ROOM from any T.O.P.S. volunteers or Board members entering the building for business.
- XIV. T.O.P.S. will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XV. T.O.P.S. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVI. T.O.P.S. will be responsible for any damage to the facility caused by T.O.P.S. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to T.O.P.S.
- XVII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XVIII. T.O.P.S. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. T.O.P.S. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XIX. T.O.P.S. shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: T.O.P.S. shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by T.O.P.S., its agents, representatives, employees, or subcontractors. T.O.P.S. shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial



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- General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance**: NAME OF USER shall maintain limits no less than:
1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or T.O.P.S. shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the T.O.P.S.; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the T.O.P.S. scheduled underlying



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coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the T.O.P.S. insurance and shall not be called upon to contribute with it in anyway.

- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the T.O.P.S. or for which T.O.P.S. is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the T.O.P.S. scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the T.O.P.S. insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by T.O.P.S.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its



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directors, officials, officers, employees, agents and volunteers.

- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. T.O.P.S. shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. T.O.P.S. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** T.O.P.S. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** T.O.P.S. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by T.O.P.S. in connection with this agreement.

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



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- XXI. T.O.P.S. shall defend, with counsel of its choosing and at T.O.P.S. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. T.O.P.S. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. T.O.P.S. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXIV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXV. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. T.O.P.S.
34480 County Line Road #94
Yucaipa CA 92399
- XXVI. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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



Beaumont-Cherry Valley Recreation and Park District

Duane Burk, General Manager, BCVRPD

Margie Hoffman, Leader (T.O.P.S.)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHURCH FOR FAMILY. BCVRPD and CHURCH FOR FAMILY may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA, 92223.
2. Whereas, CHURCH FOR FAMILY desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for CHURCH SERVICES.
3. Whereas, CHURCH FOR FAMILY represents that it has the skill, ability and personnel to render such SERVICES.

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

TERMS

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



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



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



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

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

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

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- ii. **Minimum Limits of Insurance:** CHURCH FOR FAMILY shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.



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



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

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



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

- XXII. CHURCH FOR FAMILY shall defend, with counsel of its choosing and at CHURCH FOR FAMILY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CHURCH FOR FAMILY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CHURCH FOR FAMILY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CHURCH FOR FAMILY
c/o Pastor Paul
34811 Pleasant Grove St
Yucaipa CA 92399
- XXVII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



Beaumont-Cherry Valley Recreation and Park District

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

Duane Burk, General Manager (BCVRPD)

Paul Newell, Pastor (CHURCH FOR FAMILY)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CATCH A STAR THEATRICAL PLAYERS (“CAST”). BCVRPD and “CAST” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for THEATRICAL PRODUCTIONS.
3. Whereas, CATCH A STAR THEATRICAL PLAYERS represents that it has the skill, ability and personnel to STAGE such PRODUCTIONS.

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

TERMS

- I. BCVRPD shall authorize CATCH A STAR THEATRICAL PLAYERS rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on SEE ATTACHED 2020 DATE REQUESTS for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
 - i. CATCH A STAR THEATRICAL PLAYERS must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to BEAUMONT WOMAN’S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN’S CLUB COMMUNITY



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CENTER that could interfere with any dates in their agreement.

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



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- tables there will be a fee of \$50.00 per hour
- ii. Cleanliness of the halls and bathrooms shall be the responsibility of CATCH A STAR THEATRICAL PLAYERS during and after all facility use.
 - iii. CATCH A STAR THEATRICAL PLAYERS will remove all trash to the outside trash containers after each use.
 - iv. CAST, Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degrees for air conditioning. If the Thermostat is set outside of these settings by CAST Board Members, Members, Staff, or Volunteers; CAST will have to pay for damages for the air conditioner/heater.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CATCH A STAR THEATRICAL PLAYERS and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time CATCH A STAR THEATRICAL PLAYERS could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CATCH A STAR THEATRICAL PLAYERS shall not duplicate any keys. If a key is lost or stolen CATCH A STAR THEATRICAL PLAYERS shall immediately report the loss to BCVRPD. CATCH A STAR THEATRICAL PLAYERS will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued keys and for what locations. **(Received:)**
- XIII. CATCH A STAR THEATRICAL PLAYERS shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. CATCH A STAR THEATRICAL PLAYERS will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB



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

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



Beaumont-Cherry Valley Recreation and Park District

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or CATCH A STAR THEATRICAL PLAYERS shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:

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



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



Beaumont-Cherry Valley Recreation and Park District

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

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



Beaumont-Cherry Valley Recreation and Park District

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

- XXII. CATCH A STAR THEATRICAL PLAYERS its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. CATCH A STAR THEATRICAL PLAYERS obligation pursuant to this provision shall survive termination of this agreement.
- XXIII. CATCH A STAR THEATRICAL PLAYERS shall defend, with counsel of its choosing and at CATCH A STAR THEATRICAL PLAYERS own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CATCH A STAR THEATRICAL PLAYERS shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CATCH A STAR THEATRICAL PLAYERS shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVI. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVII. All notices pertaining to this agreement shall be in writing and addressed as follows:



Beaumont-Cherry Valley Recreation and Park District

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

XXVIII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Richard J. Meinhold, Managing Director
(CAST Players)

Date

Date

Requested Dates for CAST Players CY 2020

January: 7, 8, 9 (7 - 10 p.m.), 13, 15, 16, 20, 22, 23, 27 (7 - 10 p.m.), 28 (3 - 5 p.m.), 29, 30 (7 - 10 p.m.), 31 (3 - 5 p.m.)

February: 3 (7 - 10 p.m.), 4 (3 - 5 p.m.), 5, 6 (7 - 10 p.m.), 7 (3 - 5 p.m.), 8 (set building 9 - 5 p.m.), 10 (7 - 10 p.m.), 11 (3 - 5 p.m.), 12, 13 (7 - 10 p.m.), 14 (3 - 5 p.m.), 17 (7 - 10 p.m.), 18 (3 - 5 p.m.), 19, 20 (7 - 10 p.m.), 21 (3 - 10 p.m.), 22 (performance 11 - 6 p.m.), 23 (performance 11 - 6 p.m.), 25, 28 (performance 2 - 10 p.m.), 29 (performance 3 - 10 p.m.)

March: 1 (performance 11 - 8), 2 (6 - 9 p.m.), 3, 6 (3 - 5 p.m.), 9 (7 - 9:30 p.m.), 10 (3 - 10 p.m.), 13, (3 - 5 p.m.), 14 (performance 3 - 10 p.m.), 15 (performance 12 - 6 p.m.), 16, 17, 18, 19 (7 - 10 p.m.), 21, 22 (performances 12- 6 p.m.), 23, 24, 25, 26, 30, 31 (7 - 10 p.m.)

April: 1, 2, 6, 7, 8, 9 (7 - 10 p.m.), 11 (set building 9 a.m. - 4 p.m.), 13, 14, 15, 16, 20, 21, 22, 23 (7 - 10 p.m.), 25 (performance 3 - 10 p.m.), 26 (performance 12-6 p.m.)

May: 1 (performance 5 - 10 pm.), 2, 3 (performances 12 - 6 p.m.), 4 (6 - 9 p.m.)

June: 15, 16, 17, 18, 19, 22, 23, 24, 25, 26 (Drama Camp 2:30 - 5:30 p.m.), 27 (performance 11- 4 p.m.)

July:

August: 10, 11 (7 - 9 p.m.) 17, 18, 19, 20, 24, 25, 26, 27, 31 (7 - 10 p.m.)

September: 1,2, 3 (7 - 10 p.m.), 5 (set building 9 a.m. - 5 p.m.), 7, 8 ,9, 10 (7 - 10 p.m.), 13 (set building 9 a.m. - 5 p.m.), 14, 15, 16, 17, 21, 22,

23, 25 (7 - 10 p.m.), 26 (performance 3 - 10 p.m.), 27 (performance 12 - 6 p.m.)

October: 2 (performance 3 - 10 p.m.), 3, 4 (performances 12 - 6 p.m.), 19, 20 (7 - 9 p.m.), 26, 27, 28, 29 (7 - 10 p.m.)

November: 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19 (7 - 10 p.m.), 21 (set building 9 a.m. - 5 p.m.), 23, 24, 25, 26, 30 (7 - 10 p.m.)

December: 1, 2, 4 (7 - 10 p.m.), 5 (performance 3 - 10 p.m.), 6 (performance 12 - 6 p.m.), 11 (performance 3 - 10 p.m.), 12, 13 (performances 12 - 6 p.m.)



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB, INC. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on SEE ATTACHED 2020 DATE REQUESTS for BOARD MEETINGS, CLUB MEETINGS, AND EVENTS
 - i. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to BEAUMONT WOMAN’S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to BEAUMONT WOMAN’S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.



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- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMAN'S CLUB, INC. chooses to store in or around the facility.
- i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. BEAUMONT WOMAN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by BEAUMONT WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (tatielaine23@yahoo.com@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.



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- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
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- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.
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- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** BEAUMONT WOMAN'S CLUB, INC. shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BEAUMONT WOMAN'S CLUB, INC., its agents, representatives, employees, or subcontractors. BEAUMONT WOMAN'S CLUB, INC. shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
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 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
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 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** BEAUMONT WOMAN'S CLUB INC. shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit



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

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



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

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



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



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and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

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

ii. BEAUMONT WOMAN’S CLUB, INC.
c/o Eliana G. Conner
34216 Crenshaw St.
Beaumont, CA 92223

XXVII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Elaine Alvarez, President (Beaumont Woman’s Club)

Date

Date

**Beaumont Woman's
Club
2019-2020 Meeting and
Board Meeting List**

**January 9 9am-3pm
Club meeting**

**January 16 9am-1pm
Board meeting**

**February 6 9am-3pm
Club meeting**

**February 27 9 am-1pm
Board meeting**

**March 5 9am-3pm
Club meeting**

**March 19 9am-1pm
Board meeting**

**April 2 9am-3pm
Club meeting**

**April 30 9am-1pm
Board meeting**

**May 7 9am-3pm
Club meeting**

**May 28 9am-1pm
Board meeting**

**August 6 9am-1pm
Board meeting**

**September 3 9 am-3pm
Club meeting**

**September 24 9am-1pm
Board meeting**

**October 1 9am-3pm
Club meeting**

**October 24 3pm-9pm
Club event**

**October 29 9am-1pm
Board meeting**

**November 5 9am-3pm
Club meeting**

**November 19 9am-1pm
Board meeting**

**December 3 9am-3pm
Club meeting**

**December 17 9am-1pm
Board meeting**



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and SAN GORGONIO PASS HISTORICAL SOCIETY. BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for MEETINGS AND EVENTS.
3. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on 1ST THURSDAY OF EVERY MONTH FROM 10:30AM – 12:00PM JANUARY – DECEMBER (in Historical Society Museum), 1ST SATURDAY OF EACH MONTH for OPEN MUSEUM HOURS (9:30AM-3:00PM), 2ND THURSDAY OF EACH MONTH JANUARY - MAY, JULY, SEPTEMBER – DECEMBER FOR SGP HISTORICAL SOCIETY MEETINGS, 3RD THURSDAY OF EVERY MONTH AT 12:00PM – 1:30PM for SGP HISTORICAL SOCIETY BOARD MEETINGS.
ADDITIONAL DATES TO BE SUBMITTED AT A LATER DATE FOR WORKSHOPS
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to BEAUMONT WOMAN’S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.

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Beaumont-Cherry Valley Recreation and Park District

- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to SAN GORGONIO PASS HISTORICAL SOCIETY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval for any stored items on the district property.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. (BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY \$63.53)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (seanbalingit@rocketmail.com and laurie.mclaughlin@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.



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



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- XVI. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: SAN GORGONIO PASS HISTORICAL SOCIETY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by SAN GORGONIO PASS HISTORICAL SOCIETY, its agents, representatives, employees, or subcontractors. SAN GORGONIO PASS HISTORICAL SOCIETY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California



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and Employer's Liability Insurance.

- ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or SAN GORGONIO PASS HISTORICAL SOCIETY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the SAN GORGONIO PASS HISTORICAL SOCIETY; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called



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upon to contribute with it in anyway.

- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
 - 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the SAN GORGONIO PASS HISTORICAL SOCIETY or for which SAN GORGONIO PASS HISTORICAL SOCIETY is responsible; and
 - 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by SAN GORGONIO PASS HISTORICAL SOCIETY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 - 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's



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provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY shall guarantee that, at the option of the BCVRPD, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
2. SAN GORGONIO PASS HISTORICAL SOCIETY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.

xi. **Verification of Coverage:** SAN GORGONIO PASS HISTORICAL SOCIETY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.

xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.

xiii. **Reporting of Claims:** SAN GORGONIO PASS HISTORICAL SOCIETY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by SAN GORGONIO PASS HISTORICAL SOCIETY in connection with this agreement.

XXI. SAN GORGONIO PASS HISTORICAL SOCIETY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and



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reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. SAN GORGONIO PASS HISTORICAL SOCIETY obligation pursuant to this provision shall survive termination of this agreement.

- XXII. SAN GORGONIO PASS HISTORICAL SOCIETY shall defend, with counsel of its choosing and at SAN GORGONIO PASS HISTORICAL SOCIETY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. SAN GORGONIO PASS HISTORICAL SOCIETY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. SAN GORGONIO PASS HISTORICAL SOCIETY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY
PO BOX 125
Beaumont CA 92223
- XXVII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a

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(90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Sean Balingit, President (SG Pass Historical Society)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and PRIMOZ CUISINE. BCVRPD and PRIMOZ CUISINE may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA 92223.
2. Whereas, PRIMOZ CUISINE desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for FOOD PREPARATION.
3. Whereas, PRIMOZ CUISINE represents that it has the skill, ability and personnel to render such SERVICES.

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

TERMS

- I. BCVRPD shall authorize PRIMOZ CUISINE rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on SEE TYPICALLY ONCE A MONTH, FRIDAY FEBRUARY 7TH, 2020, OTHER DATES TO BE DETERMINED for FOOD PREPARATION.
 - i. PRIMOZ CUISINE must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- III. BCVRPD will give notice to PRIMOZ CUISINE if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in their agreement.



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- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that PRIMOZ CUISINE chooses to store in or around the facility.
- i. PRIMOZ CUISINE must get prior approval for any stored items on the district property.
 - ii. PRIMOZ CUISINE will provide an inventory list of all items stored in CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. PRIMOZ CUISINE will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$25.00 PER HOUR)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (primozcuisinecatering@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VI. PRIMOZ CUISINE shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of PRIMOZ CUISINE during and after all facility use.
 - ii. PRIMOZ CUISINE will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of PRIMOZ CUISINE and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time PRIMOZ CUISINE could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



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



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- XX. PRIMOZ CUISINE shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: PRIMOZ CUISINE shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by PRIMOZ CUISINE, its agents, representatives, employees, or subcontractors. PRIMOZ CUISINE shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** PRIMOZ CUISINE shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.



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



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

- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 - 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. PRIMOZ CUISINE shall guarantee that, at the option of the BCVRPD, either:
 - 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 - 2. PRIMOZ CUISINE shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** PRIMOZ CUISINE shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and



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

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

- XXI. PRIMOS CUISINE its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRRPD's facilities under the terms of this agreement. PRIMOS CUISINE obligation pursuant to this provision shall survive termination of this agreement.
- XXII. PRIMOS CUISINE shall defend, with counsel of its choosing and at PRIMOS CUISINE own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRRPD or its directors, officials, officers, employees, volunteers and agents. PRIMOS CUISINE shall pay and satisfy any judgment, award or decree that may be rendered against BCVRRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRRPD's attorney's fees and costs, including expert witness fees. PRIMOS CUISINE shall reimburse BCVRRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.



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- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. PRIMOZ CUISINE
440 N 6th STREET
Banning CA 92220
- XXVII. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Roman Ortega, Owner, PRIMOZ CUISINE

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT YOUTH BASEBALL/SOFTBALL (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

1. Whereas, BCVRPD owns and operates the NOBLE CREEK PARK located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

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

TERMS

- I. BCVRPD shall authorize BYB/SB rental of the NOBLE CREEK PARK, on SPRING SEASON JANUARY 1, 2020 – JULY 31, 2020 FALL SEASON SEPTEMBER 1, 2020 – NOVEMBER 21, 2020 for BASEBALL/SOFTBALL LEAGUES in addition to the WEST AND EAST SNACK BARS.
 - i. BYB/SB must get approval for any other usage of NOBLE CREEK PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. BYB/SB is provided fields 1 - 7 Monday and Wednesday, fields 2 – 4 & 7 Tuesday, Thursday and Friday, and 1 – 7 Saturday till 3:00pm. There will be some flexibility with prior arrangements.
 - iii. BYB/SB shall lease the east and west snack bars all year. BYB/SB will reimburse BCVRPD for any and all utilities each month, including a yearly one-time fee for sewer cleaning.
 - iv. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings a year, (1) manager meeting, (2) team parents meetings, and (2) score keeper clinics.
- II. This agreement includes full access to NOBLE CREEK PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK PARK will not be the responsibility of BCVRPD.



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- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. BYB/SB and BCVRPD agrees to share all mounds and bases as needed by each party. Both parties mutual agree to share replacement costs of this equipment.
 - i. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
 - iii. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment keeping both in good repair during the term of this agreement.
 - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
- III. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK PARK that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BYB/SB chooses to store in or around the facility.
- i. BYB/SB must get prior approval for any stored items on the district property.
 - ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK PARK and the square footage needed to store the items. **(Received:)**
 - iii. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
 - iii. \$167.00 for West snack bar per month and \$1.00 for East snack bar from January 1, 2020 – June 30, 2020.
 - iv. \$600.00 per snack bar per month July 1, 2020 – December 31, 2020
 - v. Pay for the snack bars propane, electrical, and alarm service from January 1, 2020 – December 31, 2020.
 - vi. \$300.00 per year for Sewer cleaning.



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



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- XV. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code. **(Received:)**
- XVI. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. BYB/SB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
 - i. BYB/SB members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BYB/SB agrees to charge parking fees for All Star Tournament MAY 27th, 2020 – MAY 31th, 2020 and USA District Championship June 12th, 2020 – June 15th, 2020, AND JULY 1st – July 7TH (all local players are free).
 - i. BYB/SB Board of Directors will decide the amount to distribute to BCVRPD for fair share costs, the money received will go to the Improvement Corporation fund balance.
- XXI. BYB/SB Board of Directors will provide a five year project list to BCVRPD Board of Directors ever 4 years for consideration of mutually agreed projects with attached BYB/SB approved minutes. **(Next 2020)**
- XXII. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXIII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is responsibility of BYB/SB to repair and/or clean.
- XXIV. Any volunteers operating a motorized vehicle must have a valid CA driver's license and insurance.
- XXV. BYB/SB shall not assign or attempt to assign any portion of this agreement.



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- XXVI. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXVII. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from January 31, 2020 – June 30, 2020. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** BYB/SB shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BYB/SB, its agents, representatives, employees, or subcontractors. BYB/SB shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** BYB/SB shall maintain limits no less than:



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1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or BYB/SB shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the BYB/SB; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the BYB/SB scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BYB/SB insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability**: The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the BYB/SB or for which BYB/SB is responsible; and



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



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



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- XXXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXXIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXIV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXV. All notices pertaining to this agreement shall be in writing and addressed as follows:
 - i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BYB/SB
39821 Lincoln St
Cherry Valley CA 92223
- XXXVI. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager (BCVRPD)

Mike Hilburn, President (BYB/SB)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2020 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and Far From Perfect Mustang Rescue. BCVRPD and Far From Perfect Mustang Rescue may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, Far From Perfect Mustang Rescue desires to utilize BCVRPD facilities between January 1, 2020 and December 31, 2020 for HORSE SHOWS.
3. Whereas, Far From Perfect Mustang Rescue represents that it has the skill, ability and personnel to operate such SHOWS.

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

TERMS

- I. BCVRPD shall authorize Far From Perfect Mustang Rescue rental of the ETI BUILDING/HORSE ARENA, FOR GYMKHANA EVENTS, JANUARY 18TH, FEBRUARY 22ND, MARCH 21ST, APRIL 18TH, MAY 16TH, JUNE 13TH, JULY 18TH, and AUGUST 15TH, September 19TH, AND October 17TH FROM 6AM-6PM, AND RAIN MAKE UP DAYS APRIL 6TH, MAY 4TH, & JUNE 29TH. GYMKHANA RAIN DATES, MAY 23RD and SEPTEMBER 26TH, GYMKHANA NIGHT RAIN MAKE UP DATES, JUNE 27TH, JULY 25TH, AUGUST 29TH
 - i. FAR FROM PERFECT MUSTANG RESCUE must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for FAR FROM PERFECT MUSTANG RESCUE use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.



Beaumont-Cherry Valley Recreation and Park District

- iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of FAR FROM PERFECT MUSTANG RESCUE will be charged \$5.00 parking fee.
- III. BCVRPD will give notice to FAR FROM PERFET MUSTANG RESCUE if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that FAR FROM PERFECT MUSTANG RESCUE chooses to store in or around the facility.
 - i. FAR FROM PERFECT MUSTANG RESCUE must get prior approval for any stored items on the district property.
 - ii. FAR FROM PERFECT MUSTANG RESCUE will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items. **(Received:)**
 - iii. FAR FROM PERFECT MUSTANG RESCUE will provide a set of keys or combinations to the District to anything stored on the district property. **(Received:)**
 - iv. FAR FROM PERFECT MUSTANG RESCUE will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition FAR FROM PERFECT MUSTANG RESCUE gives permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of FAR FROM PERFECT MUSTANG RESCUE.
 - i. Refrigerator must be in working order and/or replaced with an energy efficient model.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. \$144.38 per day for event.
 - iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to farfromperfectmustangerescue@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 for all returned checks. This fee is required in order to restore contract.



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- VI. FAR FROM PERFECT MUSTANG RESCUE shall during scheduled use perform set-up and take-down of all chairs, tables, equipment and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the ETI Building/Horse Arena shall be the responsibility of FAR FROM PERFECT MUSTANG RESCUE during and after all facility use.
 - ii. FAR FROM PERFECT MUSTANG RESCUE will remove all trash to the trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of FAR FROM PERFECT MUSTANG RESCUE and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities. During this time FAR FROM PERFECT MUSTANG RESCUE could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign FAR FROM PERFECT MUSTANG RESCUE to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. FAR FROM PERFECT MUSTANG RESCUE shall not duplicate any keys. If a key is lost or stolen FAR FROM PERFECT MUSTANG RESCUE shall immediately report the loss to BCVRPD. FAR FROM PERFECT MUSTANG RESCUE will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. FAR FROM PERFECT MUSTANG RESCUE will provide the District a list of anyone that has been issued keys and for what location. **(Received:)**
- XIII. FAR FROM PERFECT MUSTANG RESCUE shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
 - i. FAR FROM PERFECT MUSTANG RESCUE will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any FAR FROM PERFECT MUSTANG RESCUE members, volunteers and/or patrons entering the building.



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- XV. FAR FROM PERFECT MUSTANG RESCUE will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XVI. FAR FROM PERFECT MUSTANG RESCUE shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. FAR FROM PERFECT MUSTANG RESCUE will be responsible for any damage to the facility caused by FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to FAR FROM PERFECT MUSTANG RESCUE.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. FAR FROM PERFECT MUSTANG RESCUE 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. FAR FROM PERFECT MUSTANG RESCUE members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. FAR FROM PERFECT MUSTANG RESCUE will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of FAR FROM PERFECT MUSTANG RESCUE. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXI. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXII. FAR FROM PERFECT MUSTANG RESCUE shall maintain its own liability insurance, naming BCVRPD as additional insured.
 - i. Minimum Requirements: FAR FROM PERFECT MUSTANG RESCUE 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 FAR FROM PERFECT MUSTANG RESCUE, its agents, representatives, employees, or subcontractors. FAR FROM PERFECT



Beaumont-Cherry Valley Recreation and Park District

MUSTANG RESCUE shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** FAR FROM PERFECT MUSTANG RESCUE shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or FAR FROM PERFECT MUSTANG RESCUE shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:



Beaumont-Cherry Valley Recreation and Park District

1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the FAR FROM PERFECT MUSTANG RESCUE; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the FAR FROM PERFECT MUSTANG RESCUE scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the FAR FROM PERFECT MUSTANG RESCUE 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 FAR FROM PERFECT MUSTANG RESCUE or for which FAR FROM PERFECT MUSTANG RESCUE 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 FAR FROM PERFECT MUSTANG RESCUE scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the FAR FROM PERFECT MUSTANG RESCUE insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by FAR FROM PERFECT MUSTANG RESCUE. There are no employees at this time.



Beaumont-Cherry Valley Recreation and Park District

- 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. FAR FROM PERFECT MUSTANG RESCUE 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. FAR FROM PERFECT MUSTANG RESCUE shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** FAR FROM PERFECT MUSTANG RESCUE shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to



Beaumont-Cherry Valley Recreation and Park District

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

- xiii. **Reporting of Claims:** FAR FROM PERFECT MUSTANG RESCUE shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by FAR FROM PERFECT MUSTANG RESCUE in connection with this agreement.

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

XXIV. FAR FROM PERFECT MUSTANG RESCUE shall defend, with counsel of its choosing and at FAR FROM PERFECT MUSTANG RESCUE 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. FAR FROM PERFECT MUSTANG RESCUE shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. FAR FROM PERFECT MUSTANG RESCUE shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

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



Beaumont-Cherry Valley Recreation and Park District

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

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

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

ii. FAR FROM PERFECT MUSTANG RESCUE
c/o Annette Sappingfield
40165 High St.
Cherry Valley, CA 92223

XXIX. This agreement is to be affective on January 1, 2020 and end on December 31, 2020. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Annette Sappingfield, Director (FAR
FROM PERFECT MUSTANG RESCUE)

Date

Date



Staff Report

Agenda Item No. **3.3**

To: Board of Directors:
From: Kyle Simpson, Activities Coordinator
Via: Duane Burk, General Manager
Date: December 11th, 2019
Subject: 2020 Parking Fee Dates

Background and Analysis:

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

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

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

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

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

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

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

November 14th, 2018 the Board approved the Parking Fee days of (3) BYB Regular season and (1) District event as \$5.00 admission per car. The \$5.00 per car admission fees collected will go 100% to the Beaumont-Cherry Valley Recreation and Park Improvement Corporation. Parking fee days will continue to be manned by security and not our staff.

Staff recommends the Board approve the 2019 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 2, 2019**, (1) Parking fee day **April 13, 2018**, and (1) Closing Ceremonies Parking Fee **May 18, 2018** with all of the proceeds to be designated to the Improvement Corporation, along with the District **September 20-22, 2019** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account. Moreover, we recommend that the Board approve to continue to use security for these said parking days.

Recommendations:

Staff recommends the Board approve the 2020 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **February 29th, 2020**, (1) Parking fee day **April 18th, 2020**, and (1) Closing Ceremonies Parking Fee **May 16th, 2020** with all of the proceeds to be designated to the Improvement Corporation, along with the District **September 18th-20th, 2020** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account.

Fiscal Impact:

There will be an undetermined fiscal impact to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:


Kyle Simpson,
Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors

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

Date: December 11, 2019

Employees:

There have not been any changes. We have advertised for three casual labor positions. We currently have 29 employees.

Reports:

- None

Workers Compensation Cases/Incidents/Accidents – No Cases. We have employee training scheduled Thursday, December 12, 3:30 – 4:30pm to review a new procedure for workers compensation. We will celebrate the employee of the months for October and November at that time. We will have light refreshments. All is invited to attend.

Training:

- The Safety Compliance Company provided “Respirator” training in the maintenance department.
- Janet Covington attended training from BB&K on “SEI Form 700: Duties of Filing Officers & Officials”.
- Janet Covington and Nancy Law attended the Board Secretary’s Conference.
- Janet Covington, Nancy Law and Kyle Simpson attended CAPRI’s Workers Compensation Program training. The District hosted the workshop in the Copper room. We received many complements on the facility.
- Aaron Morris recertified for his Qualified Applicator Program

Other:

- The annual holiday party is Friday, December 13, 2019 at the Grange Community Center. Don’t forget to bring a wrapped gift if you would like to participate in a fun gift exchange. We will start promptly at 6:00 pm.
 - 6:00 – 6:45pm- Welcome and dinner
 - 6:45 – 7:15pm – Awards
 - 7:15 - 7:45pm - Gift Exchange & Dessert
 - 8:00 – 9:30pm – Comedy Show
 - 9:30pm- Open Mic Contest

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

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Board of Directors
From: Nancy Law, Financial Services Technician/Office Manager
Date: December 11th, 2019

The Finance Committee meet Wednesday, December 4th, 2019 to review November 2019 Financial Reports for Fiscal Year 2019-2020.

The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.

Property Tax Disbursement – The Financial Services Technician has not received deposits into the Riverside County Fund for November 2019.

The Finance Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for November 2019 bringing our balance to \$235,117.31.

Additional items:

- ❖ Finance attended the Board Secretary Conference on November 11th – 15th, 2019.
- ❖ Finance has been working with contractors on the Noble Creek Community Center remodel.
- ❖ Finance is working on a new contract with Xerox.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,



Nancy Law
Financial Services Technician/Office Manager



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Board of Directors

From: Kyle Simpson, Activities Coordinator

Date: December 11th, 2019

Facility Users-

Facility rentals have slowed down for the holiday season but we have been getting many rentals for the upcoming year. Many users have commented about how nice the upgrades are at Noble Creek Community Center.

I have been working on the Facility license agreements and I am in process of getting our contract instructor dates for 2020 use of our facilities.

District Events

- Winterfest
 - We will be having a snow hill again this year, the agreement has been signed with Arctic Glacier
 - Dance Spectrum and Heart and Soul line dancing will be performing this year along with Beaumont Music Center, Starlight elementary school choir, three Rings Ranch elementary choir, and Jeff Vargo on Guitar
 - We have 19 craft vendors and 3 food vendors
 - Vickie Grunewald has been confirmed as Mrs. Claus and she will be bringing Santa again this year, they will be there for the entirety of the event
 - Parking at the Ponds will be available for event parking and we have permission from Kenneth Fago to use his lot next to the Grange

Community Events/Meetings/Networking

Facilities Ad hoc December 10th

Good Morning Beaumont Breakfast December 13th

Recommendations: This report is for Information purposes only.

Thank you,
Kyle Simpson
Activities Coordinator

