



## BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

### REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, November 10, 2021, 5:45pm

Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223

### AGENDA

[www.bcvparks.com](http://www.bcvparks.com)

#### PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District and the Beaumont Cherry Valley Recreation & Park Improvement Corporation will be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. I. There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

The Workshop and Regular Session is available by calling: 1(623) 404-9000. Meeting ID: 471-749-1599

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/4717491599>

**DISTRICT CLOSED SESSION** – None

**WORKSHOP SESSION**: None

**REGULAR SESSION**: Regular Session to Begin at 5:45pm

**Roll Call**: Director De La Cruz, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and 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:

If you are unable to participate by telephone or via RingCentral, you may submit comments and/or questions in writing for the Board's consideration by sending them to [janet@bcvparks.com](mailto:janet@bcvparks.com). Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

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

2.1 Minutes of October 13, 2021

2.2 Warrants for October 2021

2.3 Bank Balances for October 2021

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

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

- 3.1 Approval of 2022 Board Meeting Dates
- 3.2 Approval of 2022 Holidays
- 3.3 Approval of Fiscal Year 19/20 Audit
- 3.4 Approval of Actuarial Study of Retiree health Liabilities Under GASB 74/75
- 3.5 Authorization to Waive a Portion of Engine 57 Tournament Fees for Contribution to Families of Fallen First Responders and Law Enforcement.
- 3.6 Approval of 2022 Parking Fee Dates
- 3.7 Approval of 2022 Calendar of Events
- 3.8 Approval of 2022 Facility Use License Agreements
  - 3.8.1 Beaumont Woman's Club
  - 3.8.2 Beaumont Youth Baseball
  - 3.8.3 Catch a Star Theatrical Players
  - 3.8.4 Church for Family
  - 3.8.5 Thunder Alley Raceway
- 3.9 Approval of New Water Line, Noble Creek Park

**4. DEPARTMENT REPORTS:**

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

**5. CALENDAR OF EVENTS:**

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
- Finance – 1<sup>st</sup> Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC
  - November 10, 2021
  - December 8, 2021
  - January 12, 2022

5.2. Upcoming Holidays

Thursday, November 11, 2021 – Veterans Day  
Thursday & Friday, November 25 & 26, 2021 – Thanksgiving  
Thursday & Friday, December 23 & 24, 2021 - Christmas

5.3. Events

- Beaumont Woman's Club COVID-19 Testing has been extended through December 31, 2021.
- December 3-4, 2021 Winterfest
- December 17, 2021 Staff Holiday Party 5:00- 10:00pm

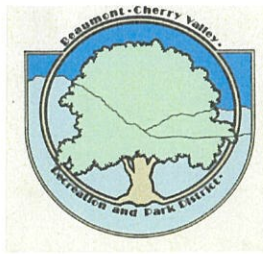
**DIRECTORS MATTERS/COMMITTEE REPORTS**

**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 District web site November 5, 2021





# BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

## REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, October 13, 2021, 5:45pm

### MINUTES

[www.bcvparks.com](http://www.bcvparks.com)

#### PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and the fact that there is a Governor-declared state of emergency, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

**DISTRICT CLOSED SESSION** – None

**WORKSHOP SESSION**: None

**REGULAR SESSION**: Regular Session to Begin at 5:45pm

Regular session began at 6:02pm.

Roll Call:

Director De La Cruz: Present, via teleconference

Director Ward: Present, via teleconference

Treasurer Flores: Present

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

**Invocation**: Chairman Hughes gave the invocation.

**Pledge of Allegiance**: Duane Burk led the pledge of allegiance.

**Presentations**: None.

**Adjustments to Agenda**: None.

1. **PUBLIC COMMENT**: Chairman Hughes opened public comment at 6:04pm. Hearing none, public comment closed at 6:04pm.

2. **CONSENT CALENDAR**:

2.1 Minutes of September 8, 2021

2.2 Warrants for September 2021

2.3 Bank Balance September 2021

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Duane reported the finance committee met and reviewed items 2.2 and 2.3.

Albert Maldonado reported on item 2.4. He said the Governor has declared a State of Emergency. State or local officials are recommending social distancing measures. The California department of public health recommends social distancing to prevent the spread of COVID-19 and the districts Covid-19 prevention policy still recommends social distancing.

Motion was made to accept items 2.1, 2.2, 2.3 and 2.4.

Initial Motion: Chairman Hughes

Second: Director Ward

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

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

**3.1 Approval of Fiscal Year 19/20 Draft Audit**

Duane reported the finance committee met and reviewed the draft audit and will bring back for approval at the November board meeting.

Chairman Hughes opened public comment at 6:10pm. Hearing none, public comment closed at 6:10 pm.

Motion was made to accept item 3.1.

Initial Motion: Chairman Hughes

Second: Vice Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

**4. DEPARTMENT REPORTS:**

Human Resources Administrator/Clerk of the Board: Janet Covington

- The District currently has twenty-four employees. Two casual recreation assistant left
- Workers Compensation Cases/Incidents/Accidents – One workers compensation case. (31) Days since our last employee accident).
- CAPRI rescheduled their District visitation for December 7, 2021.
- Janet attended trainings on Employee Classification in California, Wellness Webinar from Blue Cross and The Presidents Vaccine Mandates from Unum.
- The September employee of the month was celebrated at Oktoberfest. Sebastian Jimenez received the award.
- Open enrollment for Medical was September 20 – October 13, 2021.
- Save the date for our annual holiday party on Friday, December 17, 2021.
- Janet will be out of the office October 15-28.
- Please RSVP to me by tomorrow noon if you have not yet if you are able to attend the Boys & Girls Club fundraiser, Horses and Hattitudes. October 22, 2021 5-9pm in Franco Gardens.
- The Banning State of the City is Thursday, October 14. Seats were sold out but we are on the waiting list for any cancellations.

- The Calimesa Chamber breakfasts are held monthly on the second Tuesday of each month, 8:00am, at Kafe Royale Restaurant in Calimesa. You do not need to register and there is no charge unless you buy a breakfast. A date is being set up for Duane to be their guest speaker.

Financial Services Technician/Office Manager: Nancy Law

- The Finance Committee reviewed September 2021 Financial Reports.
- Property Tax Disbursements were received into the Riverside County Fund in the amount of \$4,772.99 for August 2021 and the amount of \$655.79 for September 2021.
- Nancy transferred into the Reserve fund the \$5,000.00 monthly contribution for September 2021, and transferred \$36,506.33 to bring our Operating Reserve to \$250,000.00 with Board Approval from September 8<sup>th</sup>, 2021 Board Meeting, bringing our Reserve balance to \$310,216.77, and transferred into the Money Market account \$7,500.00 monthly contributions for September 2021 for the loan payment due in November bringing our balance to \$82,500.00.
- Nancy attended CSDA conference breakout sessions that included Building Disaster Resilience through FEMA Programs, Accessing California COVID-19 Relief Funds for Special Districts, Crisis Communications: 5 Ideas, 2 Tips, 20 Questions Answered. She attended Oktoberfest Meeting and debrief. She Oktoberfest and enjoyed it.
- Nancy attended CSDA Special District COVID Fund Application Process Workshop.
- Nancy attended Pumpkin Carve and Beers Brats and Bogart Bash Meeting.
- Nancy attended GFOA (Government Financial Operating Association) Interpreting and Communicating the New CalPERS Actuarial Report.
- Nancy reviewed the 19/20 Draft Audit.

Activities Coordinator: Kyle Simpson

- Facility Rentals have been ongoing
- COVID-19 Testing Facility at the Woman's Club will continue through December 31, 2021.
- There are currently 3 different skating groups renting out the hockey rink weekly
- The Yoga Connection has been at Noble Creek Community Center since July
- Heart and Soul Line Dancing has moved back to Noble Creek Community Center
- Beaumont Library Story Time is at Noble Creek Community Center on Tuesdays
- Tennis instruction has started at the Tennis Courts Tuesdays, Wednesdays, Thursdays, and Saturdays. Kyle is getting quotes to resurface the tennis courts.
- Square dancing class started at the Grange
- Facility Use License Agreements for 2022 are in progress
- Kyle said Oktoberfest was great and thanked all of the Board and staff for their support and hard work. There were 78 kegs of beer consumed. He received a lot of positive feedback at the event and held the Oktoberfest debrief meeting. A thank you list has been posted on our social media
- Pumpkin Carve is scheduled for October 23rd 11:00am to 2:00pm. Greenthumb will be donating Pumpkins for the event. Event flyers are completed and advertised on social media, lawn signs, and the Banning billboard. Pumpkin carving kits and decorating kits have been received. A donation letter to Walmart for candy has been completed and will be taken when the meeting is confirmed with their manager. BYB donated paint for the event.
- Beer, Brats, and Bogart Bash is scheduled for October 30th 12:00pm to 4:00pm at Bogart Day Use Meadow. Retroblast Band will be performing. Nava Sausage will be providing the food and beer will be purchased from The Craft Lounge. The event flyer is completed and advertised on social media, lawn signs, and the Banning billboard. Kyle has received a few calls about the event. Tasting cups have been ordered and jockey boxes have been reserved for pouring. Kyle has 2 volunteer pourers from the Craft Lounge in addition to a couple other volunteers. Kyle has been teaching staff Craft beer styles in



case they can pour at the event. Kyle asked if anyone knows someone who would like to volunteer to pour at the event, to please let him know. Some people have registered to camp at Bogart.

- Kyle has reached out to dance spectrum to perform at Winterfest. Vicki Grunewald is not available this year to play Mrs. Sants. Art Welch has volunteered to be Santa Clause. Parking at the ponds has been approved.
- Kyle attended the Calimesa and Beaumont Chamber breakfasts.

#### Maintenance Foreman: Aaron Morris

- Construction of the new main lines in-between fields 2/3 has continued.
- Staff attended a Water Management Seminar hosted by the SoCal STMA.
- Aaron attended the Toro Grounds Experience hosted at the Rose Bowl.
- The District passed their annual headquarters site inspection conducted by the Riverside County Agricultural Commissioner which has to do with pesticides, storage, cleanliness and documented.
- Staff was trained in handling and applying pesticides.
- Third Quarter Safety Committee packet was completed and submitted by HR.
- Gathering estimates to purchase material and seed to get the ballfields back into shape after the construction and Oktoberfest. They will be putting installing rye grass at Bogart and over seeding fields.
- Staff is prepping for the Annual Pumpkin Carve and the new Beers & Brats Bogart Bash.
- Preparing for engine 57

#### Athletic Coordinator: Dodie Carlson

- The fall adult ball season is under way. There are 39 teams again this season. We have 6 Monday women's, 7 Tuesday men's, 14 Thursday Co-Ed, and 12 Sunday Co-Ed teams. Hopefully all goes well with the weather and fire season, that way we will be able to have the year wrapped before Christmas.
- The Oktoberfest Slow Pitch tournament was held September 10 and 11. There were eight teams with 64 Sports taking the win. It was a great way to start the Holiday tournament season. They enjoyed their steins and beer tickets. We will be hosting the Spooky Spectacular tournament on October 22, 2021.
- The calendar for October is semi full. We have had fields 1-4 closed for water line construction. The remaining fields are packed. It will soon be finished and we will be able to get them all filled again.
- Dodie thanked the Board of Directors, General Manager, and staff for their constant work on this district. She said she is excited to see the improvements to the fields and facilities at Noble Creek. We will be looking sharp when we can get back to filling these fields every weekend with tournaments.
- BYB started their fall ball season September 7, 2021. It will run thru November 19, 2021. They have 20 teams.
- Spring sign-ups will start in the next two weeks.
- October 18 to December 5 is the canned food drive.
- Dodie said she is thankful for all the construction and improvements.

#### General Manager: Duane Burk

- Duane met with Shopoff regarding water and will bring back to the board later.
- The District loaned the stage to the Banning Chamber and in exchange, we get to use their electronic billboard.
- Duane will be meeting with Steven Wagner of BYB next week.
- He has been working on the water project at Noble Creek.
- The City of Beaumont has an application calendar called Doodle. It is a calendar that we will be looking into. Armando suggested having training on everything like emails because some people don't know how to email. Duane said we might bring in our IT department to do the training.

## 5. CALENDAR OF EVENTS:

### 5.1 Committee Meetings

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### 5.2. Upcoming Holidays

Thursday, November 11, 2021 – Veterans Day  
Thursday & Friday, November 25 & 26, 2021 – Thanksgiving  
Thursday & Friday, December 23 & 24, 2021 – Christmas observed

### 5.3. Events

- Beaumont Woman’s Club COVID-19 Testing extended through December 31, 2021.
- October 23, 2021 Pumpkin Carve
- October 30, 2021 Beer, Brats and Bogart Special Event (if approved)
- December 3-4, 2021 Winterfest
- December 17, 2021 Staff Holiday Party

## DIRECTORS MATTERS/COMMITTEE REPORTS

### Director De La Cruz:

Armando apologized for the last two to three months when he did not have his cell phone working and said he should have been proactive regarding an alternate way to reach him. He said a lot of people are not using their emails or are not tech savvy so he should have given an alternate number. He reported he has not been attending meetings in person because his wife has been working later and he has been staying home parenting his children. He apologized to Nancy for not turning in his director fees on time and said there should be a time limit for those to be turned in. Armando has been attending market nights. He attended Oktoberfest and poured beer all night. He is glad to be a part of the board and seeing the future of the District. He enjoys the events and likes taking his children to them. He attended the Beaumont Chamber breakfast.

### Director Ward:

Denise congratulated everybody on a job well done. She said she is glad Aaron’s wife is recovering. Denise went to Bogart last week. It is nice. She would like to talk about planting maple trees to add to the fall beauty and the changing of the colors. She attended collaborative agency. Riverside County, Mickey Valdivia commented on the construction of route 66 from Moreno Valley to Beaumont. He stated it is 65% complete starting at the Cherry Valley boulevard I-10 interchange. He also gave an update on the proposed cannabis sites in our area. Beaumont police department added a canine patrol dog to their police force. The Beaumont-Cherry valley Water District, Dan Jagers, gave an update on the water capture and flood reduction project and said the City is cooperating on street improvements and preparing for future drought situations. Beaumont Unified School District, Shawn Mitchell reported the high school expansion and summer winds trails school is moving along. There is a video on the schools website showing the construction. The Beaumont Library was closed for a week while remodeling. Denise said she gave an update on the Danny Thomas Ranch, fishing derby and Oktoberfest. Cabazon Water District attended but did not report out. She apologized for not being in person and will try to do a better job.

**Treasurer Flores:**

John said he is encouraged by DTR and the Hills Racing Group. He would like the board members to try to attend the foundations Market Nights and the Summer Concert Series. He feels it is really well done. He feels the time has come to start building field #8 and perhaps #9. The City of Beaumont could care less about the youth and baseball. They are eliminating fields so it falls on us. Duane said that he met with an architect to design fields and he will bring the item back at a later date. John said he was looking through some of his father's things that he had accumulated from when he was a director with the park district. He said he will never vote to annex into the City of Beaumont. At one point, the District did not want to be associated with them. John would like to reach out to former board members who are still alive and honor them because we cannot forget about our past. He encouraged everyone to be involved and volunteer. He would like to look at having events at DTR and moving some events to DTR. Armando said he would like to see basketball courts.

**Vice Chair/Secretary Diercks:**

Chris thanked all staff for a fantastic Oktoberfest. It was wonderful and everyone worked hard and felt it was one of the best ones ever. Staff is doing great on everything they do. He agrees with John that we need to get moving on Field # 8. Maybe it could be a multi-purpose field like field #1. Chris said that DTR is a challenge and agrees that some things can be moved there. He stated staff is doing a wonderful job, can't thank them enough and to keep up the good work.

**Chairman Hughes:**

Dan said he feel Oktoberfest was a great success especially with the amount of people who showed up on Friday especially with it being homecoming. He asked for the post Oktoberfest meeting minutes. One issue he had was with the unevenness of the grounds. Kyle said he would get them together and send them out to everyone. Dan met with the County regarding CDBG grants and funding for DTR as well as funding for the use of the Woman's club for COVID-19 testing. Dan said he and Duane have been talking about revisiting some of the District policies. Dan said he and John met with the City and will be having more meetings on DTR. He attended the Calimesa Chamber breakfast and the topic was the County's workforce program. We have been focusing time on water issue at DTR and Noble Creek. He wants Duane to look at Noble Creek projects this year because this is where we started. Dan spoke with former BBK legal counsel, Joe Ortiz. He said when Joe left he was assigned to a judge position in San Bernardino and then moved to Fontana in the Civil and Criminal department and is and is now in Joshua tree.

**6. ADJOURNMENT:**

Meeting adjourned at 7:01pm.



# Beaumont Cherry Valley Recreation & Park District Check Warrant Bank of Hemet - Operating October 2021

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Check	10/01/2021	124128	Dan Hughes	Director Fees - September 2021	-600.00
Check	10/01/2021	NL10012021	GFOA	Annual Governmental GAAP Updates Workshop (Law, Nancy)	-150.00
Bill Pmt -Check	10/04/2021	9560082	SCE (7000005100729)	Utilities - Electric - Grange, Snack Bar, Maint, Woman's Club & NCCC	-4,264.60
Bill Pmt -Check	10/04/2021	9560083	SCE (700194594370)	Utilities - Electric - James Hughes Trailer	-145.18
Bill Pmt -Check	10/04/2021	9560084	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-260.97
Bill Pmt -Check	10/04/2021	9560086	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-249.38
Bill Pmt -Check	10/04/2021	9560088	SCE (700518137163)	Utilities - Electric - RV Park	-2,555.96
Bill Pmt -Check	10/04/2021	9560091	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-1,629.81
Bill Pmt -Check	10/04/2021	9560094	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Areana & Field 5/6	-464.97
Check	10/04/2021	KS10042021	7 Days Market	National Taco Day Tacos - Staff Lunch	-105.97
Check	10/04/2021	Fees	EPX	Fees - Credit Card Machine	-187.43
Check	10/04/2021	fee	Global Pay	Monthly Fee CC	-41.00
Check	10/04/2021	KS10082021	Beaumont Chamber of Commerce	Beaumont Breakfast - De La Cruz, Armando	-22.00
Check	10/05/2021	KS10052021	AMG Sign Company Inc.	Digital Billboard - Advertisement Pumpkin Carve/ Beer Brat & Bogart Bash	-150.00
Check	10/05/2021	KS10052022	City of Beaumont	Encroachment Sign Permit - Pumpkin Carve/Beer Brat & Bogart Bash	-53.06
Check	10/05/2021	RC10052021	El Caballo Tires Shop	Tires - Chevy 1500	-960.00
Check	10/06/2021	AZ10072023	Amazon.com	Refrigerator Filters - NCCC Kitchen	-107.72
Check	10/06/2021	NL10062021	HP Store	Insta Ink - Finance Printer	-12.92
Check	10/07/2021	124129	Michael Ruffolo	Adult Softball Umpire	-180.00
Check	10/07/2021	124130	Pete Gerlach	Adult Softball Umpire	-150.00
Check	10/07/2021	124131	Michael Lorch	Adult Softball Umpire	-180.00
Check	10/07/2021	AZ10072021	Amazon.com	Office Decorations	-73.17
Check	10/07/2021	AZ10072022	Amazon.com	Office Supplies/Staff Holiday Party	-212.12
Check	10/07/2021	AZ10072024	Amazon.com	Bucket Ball - Beer Brat and Bogart Bash	-129.28
Check	10/07/2021	AZ10072025	Amazon.com	Office Decorations	-28.77
Check	10/07/2021	AZ10072026	Amazon.com	Cap Cover Tags - Maintenance Keys	-6.45
Check	10/07/2021	AZ10072027	Amazon.com	Office Decorations	-17.23
Check	10/07/2021	AZ10072028	Amazon.com	Phone Cases - Camacho, Rodrigo	-53.86
Check	10/07/2021	AZ10072029	Amazon.com	Office Decorations/Pumpkin Carve/ Office Supplies	-908.32

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2021**

Type	Date	Num	Name	Memo	Amount
Check	10/07/2021	NL10072021	GFOA	GFOA Membership Fees - Law, Nancy	-160.00
Check	10/07/2021	RF10072021	USPS	Postage - Mailing to CalPERS	-8.50
Bill Pmt -Check	10/08/2021	124132	Slugg Bugg Pest Control	Bi-Monthly Pest Control	-350.00
Check	10/08/2021	KS10082021	Beaumont Chamber of Commerce	Beaumont Breakfast - Simpson, Kyle	-22.00
Check	10/08/2021	KS10082022	Beaumont Chamber of Commerce	Beaumont Breakfast - (2) Hughes, Dan & Nick	-44.00
Check	10/11/2021	KS10112021	Dollar Tree Store	Chamber Basket Items	-12.93
Check	10/12/2021	10122021	Clover	Monthly Equipment Rental	-155.77
Bill Pmt -Check	10/13/2021	124133	Grand American Builders, Inc.	Woman's Club remove and replace ceiling tiles at stage, Maintenance Shop C - Plumbing underground, Bogart Bridge Materials	-22,930.69
Check	10/14/2021	124134	Chris Diercks.	Director Fees - October 2021	-200.00
Check	10/14/2021	124135	Michael Ruffolo	Adult Softball Umpire	-180.00
Check	10/14/2021	124136	Anthony Tony Gipson	Adult Softball Umpire	-180.00
Check	10/14/2021	124137	Michael Lorch	Adult Softball Umpire	-180.00
General Journal	10/14/2021	Trans10141		Transfer to Payroll for PR 10/15/2021	-40,000.00
General Journal	10/14/2021	Trans10143		Transferred from Quimby for Capital Improvement Bills	23,000.00
Bill Pmt -Check	10/14/2021	124138	Acorn Technology Services	Monthly IT Service, Morris, Aaron Monitor /Webcam	-2,485.77
Bill Pmt -Check	10/14/2021	124139	Awards & Specialities	Oktoberfest 2021 Awards for Events	-320.27
Bill Pmt -Check	10/14/2021	124140	Bay Alarm Company	Monthly Alarm Service	-236.00
Bill Pmt -Check	10/14/2021	124141	Beacon Athletics	(10) In-Ground Home Plate With Waffle Bottom	-958.98
Bill Pmt -Check	10/14/2021	124142	Beaumont Cherry Valley Water Distr 8-005	Utilities - Water - Grange	-476.29
Bill Pmt -Check	10/14/2021	124143	Beaumont Cherry Valley Water Distr 8-006	Utilities - Water - Grange (fire)	-47.35
Bill Pmt -Check	10/14/2021	124144	Beaumont Do it Best	Oktoberfest 2021, PPE, Rack and Leaf Push, Float for fountain Spray paint, Light bulbs for Event Tents	-1,122.30
Bill Pmt -Check	10/14/2021	124145	Beaumont Power Equipment, Inc.	Edger Blades	-25.82
Bill Pmt -Check	10/14/2021	124146	Beaumont Safe & Lock	Master Padlock #1 Duplicate 2002 Keys Made	-90.19
Bill Pmt -Check	10/14/2021	124147	Best Best & Krieger	Legal Fees: DTR/Board Meeting & HR	-3,163.70
Bill Pmt -Check	10/14/2021	124148	BWW & Company	Maintenance Shop C - Pump Truck	-2,550.00
Bill Pmt -Check	10/14/2021	124149	Cherry Valley Feed & Pet Supply	Oktoberfest 2021 Hay Bale Rental	-1,600.00
Bill Pmt -Check	10/14/2021	124150	Clark Pest Control	Monthly Pest Control NCRP	-1,155.50
Bill Pmt -Check	10/14/2021	124151	Ferrellgas	Utilities - Propane - Snack Bar	-200.15
Bill Pmt -Check	10/14/2021	124152	Inland Water Works Supply Co.	Material for QuadMain Water Line Project	-6,173.66

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/14/2021	124153	Jani-King of California, Inc	Monthly Janitorial Service	-2,430.15
Bill Pmt -Check	10/14/2021	124154	Memories Created by Darcy Walls	Oktoberfest 2021 Photography	-808.13
Bill Pmt -Check	10/14/2021	124155	Merlin Johnson Construction, Inc.	Repair Quad Area, Repair leak and pot holes	-12,916.06
Bill Pmt -Check	10/14/2021	124156	MRC Smart Technology Solutions	Shipping Copier 360 app	-29.94
Bill Pmt -Check	10/14/2021	124157	Napa Auto Parts	Air Compressor Attachment & Floir Dry	-93.15
Bill Pmt -Check	10/14/2021	124158	Pro-Pipe & Supply	Materials for Quad/Main Water Line Project	-1,965.79
Bill Pmt -Check	10/14/2021	124159	Pro-Rise Garage Door Company	Maintenance "Shop A" Repaired Garage Door	-425.00
Bill Pmt -Check	10/14/2021	124160	Prudential Overall Supply	Weekly Janitorial Supplies & Uniforms	-1,529.80
Bill Pmt -Check	10/14/2021	124161	Rancho Ready Mix	Concrete for Maintenance Shop "C"	-3,954.43
Bill Pmt -Check	10/14/2021	124162	Redlands Yucaipa Rentals	Forklift used to move materials Maintenance Shop "C"	-1,420.00
Bill Pmt -Check	10/14/2021	124163	Respond Systems	AED Service and NCCC, Bogart, Grange First Aid Kit Refill	-588.15
Bill Pmt -Check	10/14/2021	124164	Safety Compliance Company	Safety Meeting 9/15/2021 1pm Topic: #28 Power Tools	-250.00
Bill Pmt -Check	10/14/2021	124165	SiteOne Landscape Supply, LLC	Material Quad/ Main Line Water Project	-2,565.33
Bill Pmt -Check	10/14/2021	124166	SRS Electric	Water Heater Closet Material and Installation	-817.00
Bill Pmt -Check	10/14/2021	124167	Star Pro Security Patrol Inc.	One unarmed officer hrs/5 days - 9/20/2021 - 10/10/2021	-3,240.00
Bill Pmt -Check	10/14/2021	124168	Turf Star, Inc.	Toro Workman GTX (Tire Repair), Blades for Groundmaster 360 & Groundmaster 4000D, GroundMaster 4000D Bushings & Damper Repair	-1,442.51
Bill Pmt -Check	10/14/2021	124169	United Rentals	Oktoberfest 2021 - Light Towers	-1,802.90
Bill Pmt -Check	10/14/2021	124170	United Site Services	Oktoberfest 2021 - Restroom/Hand wash stations	-4,390.53
Bill Pmt -Check	10/14/2021	124171	Xerox Financial Services	Monthly Copier Lease	-559.07
Check	10/14/2021	124172	Elizabeth Chavez	Refundable Security Deposit - Birthday Party - 10/09/2021	-450.00
Check	10/14/2021	124173	Steve Falcon	Refundable Security Deposit - Birthday Party - 8/21/2021	-500.00
Check	10/14/2021	124174	Oscar A Cuevas	Refundable Security Deposit - Gathering - 8/14/2021	-500.00
Check	10/14/2021	124175	Jesse Camacho	Refund: Cancelled Event - 10/2/2021	-325.00
Check	10/14/2021	KS10142021	The Craft Lounge	Hats - Beers, Brats & Bogart Bash - Giveaways	-256.61
Check	10/14/2021	KS10142021	USPS	Money Order for ABC License - Beers, Brats & Bogart Bash	-51.45
Check	10/15/2021	AM10152021	Cherry Valley Automotive	Flat Repair - F150 XLT	-20.00
Check	10/15/2021	NL10152021	NRPA	Law, Nancy - Renewal	-190.00
Bill Pmt -Check	10/18/2021	154477818	ARCO Business Solutions	Gas - Traverse (32,939)	-255.27
Check	10/18/2021	124177	Armando De La Cruz	Director Fees - August 2021	-300.00



**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2021**

Type	Date	Num	Name	Memo	Amount
Check	10/18/2021	124178	Armando De La Cruz	Director Fees - September 2021	-300.00
Check	10/18/2021	124179	Ryann Flores	Per-Diem - Flores, Ryann - Board Secretary Conference - Oct 25-27th, 2021	-296.00
Check	10/18/2021	124180	Nancy Law	Per-Diem/Mileage - Law, Nancy - Board Secretary Conference - Oct 25-27th, 2021	-372.16
Bill Pmt -Check	10/18/2021	1965694-96	CalPers	Employee - Retirement	-5,108.75
Bill Pmt -Check	10/18/2021	1001965698	CalPers	Employee - 457	-25.00
Bill Pmt -Check	10/18/2021	1001965705	CalPers	Employee - Health Insurance	-4,333.14
Bill Pmt -Check	10/18/2021	1965707-709	CalPers	Employee - Retirement	-5,339.91
Bill Pmt -Check	10/18/2021	1001965711	CalPers	Employee - 457	-25.00
Bill Pmt -Check	10/18/2021	47011019202	Chevron	Gas/Fuel Cans & Tank, Malibu (47,189) F150 (24,256), Chevy (33,709), F350 (156,69) & F550 (67,171)	-2,002.56
Bill Pmt -Check	10/18/2021	4395756477	Colonial Life	Employee - Life Insurance	-784.62
Bill Pmt -Check	10/18/2021	10182021	Nextiva	Monthly Telephone Service	-292.62
Bill Pmt -Check	10/18/2021	10182021	Rosalind Otero	Unfunded Health Payment	-151.70
Bill Pmt -Check	10/18/2021	p214MK478Z	Frontier Communications	Wifi - Bogart	-100.98
Bill Pmt -Check	10/18/2021	p14MK47LH	Frontier Communications	Wifi - Woman's Club	-131.76
Bill Pmt -Check	10/18/2021	p2168M8RW6	Frontier Communications	Wifi - NCCC	-125.98
Bill Pmt -Check	10/18/2021	p214MK48CL	Frontier Communications	Wifi - Grange	-136.76
Bill Pmt -Check	10/18/2021	7332115514	Office Depot	Office Supplies	-188.18
Bill Pmt -Check	10/18/2021	2910009-69	SoCalGas	Utilities - Gas - Woman's Club, Grange & NCCC	-159.28
Bill Pmt -Check	10/18/2021	1281816805	Verizon Wireless	Monthly Wireless Phone	-590.84
Bill Pmt -Check	10/18/2021	80038099767	Waste Management of the IE	Utilities - Trash - NCCC/Snack Bar, Maintenance, Woman's Club & Grange	-1,565.06
Bill Pmt -Check	10/18/2021	9645043	Wells Fargo Financial Leasing	Monthly Copier Payment	-966.76
Bill Pmt -Check	10/18/2021	202110183	Chadrick L. Halliday	FY 19/20 Audit	-10,931.00
Bill Pmt -Check	10/18/2021	23193595	Streamline	Monthly Website Service	-420.00
Bill Pmt -Check	10/18/2021	124203	United Rentals	Forklift used to move steel beams Maintenance Shop "C"	-992.13
General Journal	10/19/2021	Trans10191		Transfer to Operating of Capital Improvement Bills	40,000.00
Check	10/19/2021	KS10192021	Department of Environmental Health	Health Permit - Beers, Brats & Bogart Bash - 10/30/2021	-203.72
Check	10/19/2021	KS10192022	My Safety Sign	No Vehicles/No Horses on Bridge Signage	-83.83
Check	10/19/2021	RF10192021	Amazon.com	Key Rings - Camacho, Rodrigo	-19.88
Check	10/19/2021	RF10192021	Walmart	Confidential Employee Medical Folders	-116.92

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2021**

Type	Date	Num	Name	Memo	Amount
Check	10/19/2021	NL10192021	Chadrick L. Halliday	Charged Account Twice - Bank will return	-10,931.00
Bill Pmt -Check	10/20/2021	1020202021	VSP-Vision Service Plan	Employee - Vision Insurance	-107.10
Check	10/20/2021	124181	Kaboo Leasing Co.	Labor: Bogart Pond - Bridge #1	-14,000.00
Check	10/20/2021	RF1020202021	Amsterdam	Custom Pens	-294.68
Check	10/20/2021	AZ1020202021	Amazon.com	Table Cloths - Staff Holiday Party	-100.14
Check	10/21/2021	124182	Lew F. Weaver	48' Storage Container (Bogart)	-500.00
Check	10/21/2021	124183	Petty Cash	Pumpkin Carve Starting Cash	-700.00
Check	10/21/2021	124184	Petty Cash	Activities Coordinator - Petty Cash Replenish	-163.49
Check	10/21/2021	124185	Petty Cash	Starting Cash Beers Brats and Bogart Bash	-1,000.00
Check	10/21/2021	124186	Anthony Tony Gipson	Adult Softball Umpire	-120.00
Check	10/21/2021	124187	Michael Ruffolo	Adult Softball Umpire	-150.00
Check	10/21/2021	124188	Pete Gerlach	Adult Softball Umpire	-60.00
Check	10/21/2021	124189	Michael Lorch	Adult Softball Umpire	-180.00
Check	10/21/2021	124190	Misty Clark	Adult Softball Umpire	-500.00
Check	10/21/2021	124191	Steve Eddy	Refundable Security Deposit - Wedding - 10/2/2021	-600.00
Check	10/21/2021	124192	Alison Bouche	Entertainment for Beers Brats and Bogart Bash - 10/30/2021	-500.00
Check	10/21/2021	124193	Corrina Valles	Refundable Security Deposit - Wedding Rehearsal Lunch - 10/14/2021	-500.00
Check	10/21/2021	AZ10212021	Amazon.com	Refundable Security Deposit - Birthday Party - 10/15/2021	-500.00
Check	10/22/2021	NL10222021	Apple.com	Table Cloths - Staff Holiday Party	-51.70
Check	10/22/2021	810Law	Embassy Suites	Icloud Storage Upgrade	-2.99
Check	10/22/2021	NL10222021	Valley Wide Recreation & Park District	Board Secretary Conference - 10/25/2021 - 10/28/2021 - Hotel - Law, Nancy	-529.02
Check	10/22/2021	AZ10222021	Stater Bros	Autumn Elegance 2021 Event - (20) Persons	-1,000.00
Check	10/22/2021	AZ10222022	Food 4 Less	Toothpicks - Pumpkin Carve	-4.29
Check	10/22/2021	AZ10222023	Stater Bros	Candy - Pumpkin Carve	-14.92
Check	10/22/2021	KS10222021	Boys & Girls Club, San Geronio Pass	Cake - Cake walk Pumpkin Carve	-64.91
Check	10/23/2021	KS10232021	Seven Days Market	Horses and Hatitudes - Table	-400.00
Check	10/23/2021	KS10232022	Rite Aid	Staff Breakfast - Pumpkin Carve	-62.92
Bill Pmt -Check	10/25/2021	9432075115	Ford Credit	Candy - Pumpkin Carve	-113.94
Bill Pmt -Check	10/25/2021	BH02560363	UMPQUA Bank	Monthly F150 XLT Payment	-763.20
Check	10/27/2021	NL10272021	Dave & Buster's	Business Meals, Sirius XM Radio, Ring Central, Oktoberfest Seltzer & Wine restock	-1,382.14
				Bus. Meal - Conference - Law, Nancy & Flores, Ryann	-81.34

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
October 2021**

Type	Date	Num	Name	Memo	Amount
Check	10/27/2021	AZ12272021	Amazon.com	Employee of the Month - Prizes	-193.50
General Journal	10/28/2021	RCF102821		Transferred from Riverside County Fund for Bills & Payroll	350,000.00
General Journal	10/28/2021	Trans102822		Transfer to Payroll for PR 10/29/2021	-35,000.00
Check	10/28/2021	809Flores	Embassy Suites	Board Secretary Conference - 10/25/2021 - 10/28/2021 - Hotel - Flores, Ryann	-499.02
Check	10/28/2021	JC10282021	California Special Districts Association	Labor Law Poster (2)	-60.00
Check	10/28/2021	RF10282021	Ei Mariachi Taco Shop	Employee of the Month Lunch	-490.24
Check	10/28/2021	KS10282021	Stater Bros	Water - Beers, Brats & Bogart Bash	-37.68
Check	10/28/2021	KS10282022	Beaumont Do it Best	10gallon Beverage Coolers (3) - Events	-258.57
General Journal	10/29/2021	Trans102923		Transfer to Reserve for Monthly Transfer	-5,000.00
General Journal	10/29/2021	Trans102925		Transfer to Money Market for Monthly Transfer	-7,500.00
General Journal	10/29/2021	Trans102926		Transfer to Bogart for Bills	-45,000.00
Check	10/29/2021	124194	Michael Ruffolo	Adult Softball Umpire	-270.00
Check	10/29/2021	124195	Anthony Tony Gipson	Adult Softball Umpire	-210.00
Check	10/29/2021	124196	Pete Gerlach	Adult Softball Umpires	-120.00
Check	10/29/2021	124197	Michael Lorch	Adult Softball Umpires	-90.00
Check	10/29/2021	KS10292021	More Flavor	Rental - Jockey Box (Double) - Beers, Brats & Bogart Bash 10/30/2021	-217.50
Check	10/29/2021	CCFEES	Clover(MIRCH BNKCD)	Credit Card Machine fees	-820.82
Check	10/29/2021	Fee	UMS/Celero Banking	Monthly CC Fee	-6.50
Check	10/29/2021	KS10292021	The Craft Lounge	Shirts - Beers, Brats & Bogart Bash - Giveaways	-356.20
				<b>TOTAL</b>	
					<u>103,221.34</u>
					<u>103,221.34</u>



DEPARTMENT OF COUNTY VALLEY RECREATION & PARK DISTRICT  
 Check Warrant  
 Bank of Hemet - Money Market  
 October 2021

Type	Date	Num	Name	Memo	Amount
General Journal	10/29/2021	Trans102925		Transfer from Operating for Monthly Transfer	7,500.00
TOTAL					7,500.00

**Beaumont Cherry Valley Recreation & Park District  
 Check Warrant  
 Bank of Hemet - Reserve  
 October 2021**

Type	Date	Num	Name	Memo	Paid Amount
10025 - Bank of Hemet - Reserve Fund	10/29/2021	Trans102923		Transfer to Reserve for Monthly Transfer	5,000.00
General Journal					5,000.00
<b>TOTAL</b>					<b>5,000.00</b>

Beaumont Cherry Valley Recreation & Park District  
 Check Warrant  
 Bank of Hemet - Quimby/DIF  
 October 2021

Type	Date	Num	Name	Memo	Amount
10020 - Bank of Hemet - Quimby/DIF					
General Journal	10/14/2021	Trans10143	Transfer to Operating for Capital Improvement Bills		-23,000.00
General Journal	10/19/2021	Trans10191	Transfer to Operating of Capital Improvement Bills		-40,000.00
			TOTAL		<u>-63,000.00</u>

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant**

**Bank of Hemet - Bogart  
October 2021**

Type	Date	Num	Name	Memo	Amount
<b>10050 - Bank of Hemet - Bogart Park</b>					
Bill Pmt -Check	10/04/2021	9560184	SCE (700558511896)	Utilities - Electric (Bogart)	-1,168.00
Check	10/04/2021	CCFEES	Clover(MRCH BNKCD)	Credit Card Fees -	-309.18
Check	10/12/2021	10122021	Clover	Monthly Equipment Rental	-63.90
Check	10/13/2021	Fee	UMS/Celero Banking	Credit Card Monthly Fee	-6.50
Bill Pmt -Check	10/14/2021	5201	BCVWD 3-001	Utilities - Water	-221.26
Bill Pmt -Check	10/14/2021	5202	BCVWD 3-002	Utilities - Water	-517.00
Bill Pmt -Check	10/14/2021	5203	BCVWD 3-003	Utilities - Water	-158.48
Bill Pmt -Check	10/14/2021	5204	BCVWD 3-004	Utilities - Water	-6,056.75
Bill Pmt -Check	10/14/2021	5205	BCVWD3-005	Utilities - Water	-4.12
Bill Pmt -Check	10/14/2021	5206	Clark Pest Control	Weekly Pest Control	-461.00
Bill Pmt -Check	10/14/2021	5207	Frontier Communications	VOID: paid online	0.00
Bill Pmt -Check	10/14/2021	5208	Merlin Johnson Construction, Inc.	Rehabilitate existing rock rubble stream at north end of lake.	-39,158.29
Bill Pmt -Check	10/14/2021	5209	Pattons Steel Corp	Material Pond Bridge #1	-4,466.78
Bill Pmt -Check	10/14/2021	5210	SiteOne Landscape Supply, LLC	College Fye Grass (Meadow)	-6,965.52
Bill Pmt -Check	10/14/2021	5211	SRS Electric	Plexiglass over LED Tv Main - Material and Labor	-705.00
Bill Pmt -Check	10/18/2021	p214MK48T9	Frontier Communications	Wifi Bogart	-136.76
Bill Pmt -Check	10/18/2021	80038099816	Waste Management of the IE	Utilities - Trash	-536.79
General Journal	10/29/2021	Trans102926		Transferred from Operating for Bills	45,000.00
				<b>TOTAL</b>	<b>-15,935.33</b>

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 10/31/2021

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 31,787.42	\$ 450,771.10	\$ 490,637.26	\$ 71,653.58	
2 Bank of Hemet - Payroll Account	\$ 3,529.53	\$ 76,262.93	\$ 75,000.00	\$ 2,266.60	
3 Bank of Hemet - Project Loan	\$ 1,588.70			\$ 1,588.70	
4 Bank of Hemet - Bogart	\$ 14,497.58	\$ 60,950.33	\$ 54,406.00	\$ 7,953.25	
5 Bank of Hemet MM	\$ 82,500.00		\$ 7,503.75	\$ 90,003.75	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 310,216.77		\$ 5,016.49	\$ 315,233.26	
7 Bank of Hemet - Quimby/DIF	\$ 123,284.81	\$ 63,000.00	\$ 26,388.27	\$ 86,673.08	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 868,927.87	\$ 550,000.00		\$ 318,927.87	
10	\$ 1,436,832.68	\$ 1,200,984.36	\$ 658,951.77	\$ 894,800.09	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 250,000.00			\$ 250,000.00	NOT to be USED
13 Capital Reserve	\$ 60,216.77		\$ 5,016.49	\$ 65,233.26	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 310,216.77	\$ -	\$ 5,016.49	\$ 315,233.26	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 10/31/2021

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 146,117.51	\$ 21,427.11	\$ 4,718.00	\$ 129,408.40	



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

**Staff Report**

**Agenda Item No. 3.1**

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Director**

**Date: November 10, 2021**

**Subject: 2022 Board Meeting Dates**

**Background and Analysis:**

Each year the District holds its regular scheduled Board meeting on the second Wednesday of each month. The dates for 2022 are as follows.

January 12, 2022

February 09, 2022

March 09, 2022

April 13, 2022

May 11, 2022

June 08, 2022

July 13, 2022

August 10, 2022

September 14, 2022

October 12, 2022

November 09, 2022

December 14, 2022

**Fiscal Impact: None**

**Recommendations:**

Staff recommends approving the 2022 regular scheduled Board meeting dates with the authority to make changes subject to Beaumont-Cherry Valley Recreation & Park District Board of Directors.

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board





**Staff Report**

Agenda Item No. 3.2

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Administrator**

**Date: November 10, 2021**

**Subject: Approval of the 2022 Holiday Schedule**

**Background and Analysis:**

As a policy of the District, the District observes an average of twelve holidays per year. Each year staff reviews for approval the upcoming year's holidays based on Federal recognized holidays. The prior 9 years the Board approved 13 days. Below is a list of 2022 holidays for consideration and approval.

Per Approval	Floating Holiday
Saturday January 1, 2022 OBSERVED Friday, December 31, 2022	New Year's Day Observed
Monday, January 17, 2022	Martin Luther King Day
Monday, February 21, 2022	President's Day
Monday, May 30, 2022	Memorial Day
Monday, July 4, 2022	Independence Day Observed
Monday, September 5, 2022	Labor Day
Friday, November 11, 2022	Veterans Day
Thursday, November 24, 2022	Thanksgiving Day
Friday, November 25, 2022	Day After Thanksgiving
Saturday, December 24, 2022 OBSERVED Friday, December 23, 2022	Christmas Eve Observed
Sunday, December 25, 2022 OBSERVED Monday, December 26, 2022	Christmas Day Observed
Saturday, December 31, 2022 OBSERVED Friday, December 30, 2022	New Year's Eve Observed

**Fiscal Impact:**

Per District policy, Full-Time employees are paid for holidays observed by the District. If approved, the District will observe thirteen holidays in 2022.

**Recommendations:**

Staff recommends approving the 2022 holiday schedule.

Respectfully Submitted,

Janet Covington

Human Resources Administrator/Clerk of the Board





BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. **3.3**

**To:** Board of Directors

**From:** Nancy Law, Finance Services Technician/Office Manager

**Via:** Duane Burk, General Manager

**Date:** November 10<sup>th</sup>, 2021

**Subject:** Approval of Final Reading 19/20 Audit

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### **Background and Analysis:**

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

Halliday & Company has performed our annual audits for the District, Due to COVID-19 Halliday & Company auditors performed the annual audit for FY 2019-2020 ending June 30th, 2020 remotely.

On September 13<sup>th</sup>, 2021 the draft audit for FY 2019-2020 was approved by the Board of Directors.

### **Fiscal Impact:**

District approximated the Audit cost of \$29,000 for FY 19/20.

### **Recommendations:**

Staff recommends that the Board review, comment and approve the Audit for FY 2019-2020 ending June 30, 2020.

Respectfully Submitted,

Nancy Law  
Financial Services Technician/Office Manager



# **BEAUMONT – CHERRY VALLEY**

## RECREATION AND PARK DISTRICT

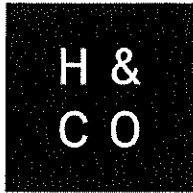
*Creating Opportunities for a Healthy Community*

**FINANCIAL REPORT**  
**JUNE 30, 2020**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
CONTENTS**

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	<u>Page</u>
<b>INDEPENDENT AUDITOR'S REPORT</b>	1 – 2
<b>BASIC FINANCIAL STATEMENTS</b>	
Statement of Net Position	3 – 4
Statement of Activities	5
Balance Sheet – Governmental Funds	6 – 7
Statements of Revenue, Expenditures, and Change in Fund Balance – Governmental Funds	8 – 9
Notes to Financial Statements	10 – 36
<b>REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED</b>	
Schedule of Pension Plan Contributions – Last 10 Years	37
Schedule of District's Proportionate Share of Net Pension Liability – Last 10 Years	38
Schedule of Changes in the District's Net OPEB Liability and Related Ratios – Last 10 Years	39
<b>OTHER SUPPLEMENTARY INFORMATION – UNAUDITED</b>	
Officers, Directors, and Senior Management and Insurance Coverage	40



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Beaumont-Cherry Valley Recreation and Park District

We have audited the accompanying financial statements of the governmental activities and each major fund of Beaumont-Cherry Valley Recreation and Park District (the District) as of and for the year ended June 30, 2020 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**H A L L I D A Y  
& C O M P A N Y**

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### Require Supplementary Information

Accounting principles generally accepted in the United States of America require that the information related to the pension and other postemployment benefits plans on pages 37 through 39 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

#### Other Information

Our audit was conducted for the purpose of forming an opinion on the basic financial statements. The accompanying schedule of officers, directors, and senior management and insurance coverage on page 40 is presented for purposes of additional analysis and is not a required part of the basic financial statements. This schedule has not been subjected to auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

*Halliday & Co, CPAs*

November 3, 2021

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**

**STATEMENT OF NET POSITION**

June 30, 2020

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	<u>Governmental Activities</u>
<b>Assets and Deferred Outflows of Resources</b>	
<b>Assets</b>	
Cash and cash equivalents	\$ 1,229,035
Accounts receivable:	
Program service fees	7,223
Property taxes	92,775
Capital assets nondepreciable	452,678
Capital assets depreciable, net	<u>3,337,927</u>
 Total assets	 <u>5,119,638</u>
<b>Deferred outflows of resources</b>	
Pension related	230,050
OPEB related	<u>19,181</u>
 Total deferred outflows of resources	 <u>249,231</u>
 <b>Total assets and deferred outflows of resources</b>	 <b><u>\$ 5,368,869</u></b>

See notes to financial statements.

BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT

STATEMENT OF NET POSITION

June 30, 2020

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	<u>Governmental Activities</u>
<b>Liabilities, Deferred Inflows of Resources, and Net Position</b>	
<b>Liabilities</b>	
Accounts payable to vendors	\$ 182,642
Accrued payroll	8,193
Program service fee deposits	86,573
Capital lease obligation	36,237
Long-term liabilities	<u>659,098</u>
Total liabilities	<u>972,743</u>
<b>Deferred inflows of resources</b>	
Pension related	29,415
OPEB related	200,761
Lease assignment	<u>297,731</u>
Total deferred inflows of resources	<u>527,907</u>
<b>Net position</b>	
Net investment in capital assets	3,754,368
Unrestricted	<u>113,851</u>
Total net position	<u>3,868,219</u>
<b>Total liabilities, deferred inflows of resources, and net position</b>	<b><u>\$ 5,368,869</u></b>

See notes to financial statements.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF ACTIVITIES**  
Year Ended June 30, 2020

	Expenses	Program Revenues		Net (Expenses) Revenue
		Charges for Services	Governmental Activities	
<b>Governmental Activities</b>				
Recreation	\$ 2,511,665	\$ 394,835	\$ (2,116,830)	
Foundation	<u>27,743</u>	<u>35,848</u>	<u>8,105</u>	
<b>Total</b>	<b>\$ 2,539,408</b>	<b>\$ 430,683</b>	<b>(2,108,725)</b>	
<b>General revenues:</b>				
Property taxes			2,113,217	
Intergovernmental revenues			204,766	
Interest income			15,847	
Other			<u>179,152</u>	
Total general revenues			<u>2,512,982</u>	
Change in net position			404,257	
Net position, beginning of year			<u>3,463,962</u>	
<b>Net position, end of year</b>			<b>\$ 3,868,219</b>	

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**

**BALANCE SHEET - GOVERNMENTAL FUND**

June 30, 2020

	<u>General</u> <u>Fund</u>	<u>Foundation</u> <u>Fund</u>	<u>Totals</u>
<b>Assets</b>			
Cash and cash equivalents	\$ 1,148,322	\$ 80,713	\$ 1,229,035
Accounts receivable:			
Program service fees	7,223	-	7,223
Property taxes	50,294	-	50,294
Due from other funds	<u>-</u>	<u>191,170</u>	<u>191,170</u>
<b>Total assets</b>	<b><u>\$ 1,205,839</u></b>	<b><u>\$ 271,883</u></b>	<b><u>\$ 1,477,722</u></b>
<b>Liabilities</b>			
Accounts payable to vendors	182,642	-	182,642
Accrued payroll	8,193	-	8,193
Program service fee deposits	71,573	15,000	86,573
Due to other funds	<u>191,170</u>	<u>-</u>	<u>191,170</u>
<b>Total liabilities</b>	<b><u>453,578</u></b>	<b><u>15,000</u></b>	<b><u>468,578</u></b>
<b>Fund balances</b>			
Unassigned	<u>752,261</u>	<u>256,883</u>	<u>1,009,144</u>
<b>Total liabilities and fund balance</b>	<b><u>\$ 1,205,839</u></b>	<b><u>\$ 271,883</u></b>	<b><u>\$ 1,477,722</u></b>

See notes to financial statements.

# BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT

## BALANCE SHEET - GOVERNMENTAL FUND

June 30, 2020

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Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental fund	\$ 1,009,144
Accounts receivable in the statement of net position that do not provide current financial resources are not reported as receivables in the funds.	42,481
Capital assets, net of accumulated depreciation, used in governmental activities are not current financial resources and, therefore, are not reported in the fund.	3,790,605
Capital lease obligations are not reported in the fund.	(36,237)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the fund.	(659,098)
Deferred inflows related to the lease assignment are not reported in the fund.	(297,731)
Deferred inflows and outflows related to the pension are not reported in the fund.	200,635
Deferred inflows and outflows related to OPEB are not reported in the fund.	<u>(181,580)</u>
<b>Net position of governmental activities</b>	<b><u>\$ 3,868,219</u></b>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS**

Year Ended June 30, 2020

	<u>General Fund</u>	<u>Foundation Fund</u>	<u>Totals</u>
<b>Revenues</b>			
Program service fees	\$ 394,835	\$ 35,848	\$ 430,683
Property taxes	2,102,288	-	2,102,288
Intergovernmental revenues	204,766	-	204,766
Interest income	15,847	-	15,847
Other	<u>162,178</u>	<u>4,304</u>	<u>166,482</u>
Total revenues	<u>2,879,914</u>	<u>40,152</u>	<u>2,920,066</u>
<b>Expenditures</b>			
Salaries and benefits	1,093,836	-	1,093,836
Service and supplies	1,156,546	27,743	1,184,289
Capital outlay	<u>1,180,187</u>	<u>-</u>	<u>1,180,187</u>
Total expenditures	<u>3,430,569</u>	<u>27,743</u>	<u>3,458,312</u>
Revenues over expenditures	<u>(550,655)</u>	<u>12,409</u>	<u>(538,246)</u>
<b>Interfund activity</b>			
Transfers in	67,404	-	67,404
Transfers out	<u>-</u>	<u>(67,404)</u>	<u>(67,404)</u>
	<u>67,404</u>	<u>(67,404)</u>	<u>-</u>
Net change in fund balances	(483,251)	(54,995)	(538,246)
<b>Fund balance</b>			
Beginning of year	<u>1,235,512</u>	<u>311,878</u>	<u>1,547,390</u>
End of year	<u>\$ 752,261</u>	<u>\$ 256,883</u>	<u>\$ 1,009,144</u>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS**  
Year Ended June 30, 2020

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Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - governmental fund	\$ (538,246)
Revenues recorded in the statement of activities that are not considered current financial resources in the current year governmental fund statements.	23,599
Changes in long-term liabilities and deferred outflows and inflows related to pension/OPEB	(74,299)
Capital outlays are reported as expenditures in the governmental fund statements; however, in the statement of activities, capital outlay is not an expense, rather it is an increase in capital assets.	1,180,187
Depreciation expense allocates the costs of capital assets over their useful lives. It is not reported as an expenditure in the governmental statements.	<u>(186,984)</u>
<b>Change in net position of governmental activities</b>	<b><u>\$ 404,257</u></b>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 1 – REPORTING ENTITY**

The Beaumont-Cherry Valley Recreation and Park District (the District) was established in June 1972 under the authority of the Government Code, Section 58132. The District operates under a board of directors to provide, manage, and maintain recreation and park facilities and activities for the Beaumont-Cherry Valley area of Riverside County, California, as a separate governmental entity. The District receives a majority of its income from the County of Riverside through property taxes. The Board of Directors has the power to determine fiscal, personnel, and administrative policy subject only to state law.

The District, for financial reporting purposes, includes all of the funds relevant to the operations of the District and is not included as a component unit in any other primary government's financial statements. In determining the entities which comprise the governmental entity for financial reporting purposes, the criteria of oversight responsibility over such entities, special financial relationships, and scope of public service provided by the entities are used. Oversight responsibility is determined by the extent of financial interdependence, control over the selection of the governing authority and management, ability to significantly influence operations, and accountability for fiscal matters.

The District and the Beaumont-Cherry Valley Recreation and Park Improvement Corporation (the Corporation) have a financial and operational relationship which meets the reporting entity definition criteria of the Government Accounting Standards Board (GASB) Statement No. 14 (GASB 14), *The Financial Reporting Entity*, as amended by GASB Statement No. 39 (GASB 39), *Determining Whether Certain Organizations are Component Units*, for inclusion of the Corporation as a component unit of the District. Accordingly, the financial activities of the Corporation are included in the financial statements of the District.

The following are those aspects of the relationship between the District and the Corporation which satisfy the GASB 39 criteria:

- A. The Corporation and the District share substantially the same board of directors and management.
- B. The District is able to impose its will upon the Corporation.

The Corporation is a nonprofit, public benefit corporation incorporated under the laws of the State of California and recorded by the Secretary of State on April 22, 1992. The Corporation was formed primarily to strengthen the resources of the District, improve the general public's knowledge concerning programs sponsored by the District, and distribute funds or property received by the Corporation to the District for the use and benefit of the District.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). GASB is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in GAAP and used by the District are discussed below.

Basic Financial Statements - Government-Wide Statements

The District's basic financial statements include both government-wide (reporting the District as a whole) and fund financial statements (reporting on the District's funds). Both the government-wide and fund financial statements categorize primary activities as governmental. The District's recreational program activities, development and maintenance of the District's various parks and facilities, and general administration are all classified as governmental activities.

In the government-wide statement of net position, the governmental activities are reported on a full accrual economic resource basis, which recognizes all long-term assets, deferred outflows of resources and receivables as well as long-term debt, deferred inflows of resources and obligations. The District's net position is reported in two parts: net investment in capital assets and unrestricted net position.

The government-wide statement of activities reports both the gross and net cost of each of the District's functions (recreation and foundation). The functions are also supported by general government revenues (property taxes, intergovernmental revenue, interest income, etc.). The statement of activities reduces gross expenses (including depreciation) by related program revenues, operating grants and contributions, which include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function) are normally covered by general revenue (property taxes, intergovernmental revenue, interest income, etc.).

The government-wide focus is more on the sustainability of the District as an entity and the change in the District's net position resulting from the current year's activities.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

---

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Basic Financial Statements – Fund Financial Statements

The financial transactions of the District are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures/expenses.

The emphasis in fund financial statements is on the major funds in the governmental activities category. GASB No. 34 set forth minimum criteria (percentage of the assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures/expenses of either fund category or all governmental and enterprise funds combined) for the determination of major funds. The District only has two funds which are both considered major funds.

*Governmental Funds:*

The focus of the governmental fund's measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports two major governmental funds:

The general fund is the District's operating fund used to account for and report all financial resources for the recreation activity. The activity reported in this fund is reported as governmental activity in the government-wide financial statements.

The foundation fund is a special revenue fund used to account for the proceeds of specific revenues sources that are restricted to expenditures for specific purposes. The foundation fund's primary source of revenue is provided by fundraising events and donations. The foundation funds resources are intended to be used for park improvement projects.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

On the government-wide statement of net position and the statement of activities, governmental activities are presented using the economic resources measurement focus as defined below. In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

---

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Measurement Focus and Basis of Accounting (Continued)

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets, deferred outflows of resources, liabilities, and deferred inflows of resources are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

The accounting objectives of the “economic resources” measurement focus are the determination of operating income, changes in net position (or cost of recovery), financial position, and cash flows. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with their activities are reported.

In the government-wide statement of net position and statement of activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability, deferred inflow of resources is incurred or economic asset used. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year end. The District recognizes property taxes when they become both measurable and available. A sixty-day available period is used for revenue recognition for all other governmental funds revenues. Expenditures are recorded when the related fund liability is incurred, as under accrual accounting, except expenditures related to debt service, compensated absences, claims and judgments, pensions, and other postemployment benefits, which are recognized when due. General capital asset acquisitions are reported as capital outlay expenditures in governmental funds.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are program service fees, property taxes, intergovernmental revenues, interest income, and grant income. All other revenue items are considered to be measurable and available only when cash is received by the government.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash and Cash Equivalents

For purposes of the statement of net position, the District considers cash and all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. The District is a voluntary participant in the Riverside County Treasurer's Pooled Investment Fund (RCTPIF). Due to the high liquidity of this investment, the funds are classified as cash equivalents. The RCTPIF pools these funds with those of other entities and invests the cash as prescribed by the California Government Code. The fair value of the District's position in the pool approximates the fair value of the District's pro-rata share of the entire RCTPIF portfolio. The balance available for withdrawal is based on the accounting records maintained by RCTPIF, which are recorded on an amortized cost basis. There are no limitations on the withdrawal of these funds. For credit risk purposes, the fund is rated AA Af/S1.

Accounts Receivable

The District believes all accounts receivable are fully collectible and therefore no allowance for doubtful accounts is provided.

Interfund Receivables, Payables, and Activity

Interfund activity is reported as loans, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

Prepays

Prepays are valued at cost, which approximates market. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

Capital Assets

Capital assets acquired and/or constructed with an original cost of \$5,000 or more and an estimated useful life greater than one year, are recorded at historical cost. Donated capital assets are recorded at estimated acquisition value at the date of donation. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance that do not add to the value of the capital assets or materially extend the lives of capital assets are not capitalized. Upon retirement or other disposition of capital assets, the costs and related accumulated depreciation are removed from the respective balances and any gains or losses are recognized.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Capital Assets (Continued)

The cost of capital assets being constructed by the District are accumulated in capital assets non-depreciable within the government-wide financial statements during the construction period. Upon completion of construction and being placed into service, depreciation of the resulting asset is commenced.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Type of Asset</u>	<u>Life in Years</u>
Buildings and infrastructure	25 – 40
Buildings and land improvements	15 – 20
Maintenance equipment and vehicles	5 – 15

Capital assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts of the assets in question may not be recoverable. Impairment would be recorded in circumstances where undiscounted cash flows expected to be generated by an asset are less than the carrying value of the asset. As of June 30, 2020, no impairment was recognized as management expects to fully utilize the District's capital assets.

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an increase/decrease of net position that applies to a future period and therefore will not be recognized as an outflow of resources (expense/expenditure)/inflow of resources (revenue) until that time.

Pension Accounting

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California Public Employee's Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources, and OPEB expense, information about the fiduciary net position of the District's OPEB plan (the OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as reported by the OPEB Plan's administrator, CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Compensated Absences

Compensated absences are absences for which employees will be paid, such as vacation and sick leave and accrued compensatory time. Employees are entitled to accumulate this time in accordance with the District's policies. Upon termination of employment for any reason, the District shall compensate the employee for their accumulated vacation and compensatory time at the employee's rate of pay at the time of termination. Sick time is not eligible for payout at termination per the District's policies.

A liability for compensated absences that is attributable to services already rendered and not contingent on a specific event outside the control of the government and its employees is accrued in the government-wide financial statements as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the government and its employees are accounted for in the period in which such services are rendered or such events take place.

Property Taxes

The County of Riverside Assessor's Office assesses all real and personal property within the County each year. The County of Riverside Tax Collector's Office bills and collects the District's share of property taxes and assessments. The County of Riverside Treasurer's Office remits current and delinquent property tax collections to the District throughout the year. Property tax in California is levied in accordance with Article 13A of the State Constitution at 1.0 percent of countywide assessed valuations.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Property Taxes (Continued)

Property taxes receivable at year-end are related to property taxes collected by the County of Riverside, which have not been credited to the District's cash balance as of June 30. The property tax calendar is as follows:

Lien date:	January 1
Levy date:	On July 1 for July 1 to June 30
Due date:	November 1 – 1st installment February 1 – 2nd installment
Collection date:	December 10 – 1st installment April 10 – 2nd installment

Net Position

The government-wide statements utilize a net position presentation. Net position is categorized as net investment in capital assets and unrestricted net position. The District has no restricted net position.

*Net investment in capital assets* – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt (if any) that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

*Unrestricted net position* – This category represents the net position of the District not restricted for any project or other purpose.

The District may fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position.

Fund Balance

In fund financial statements, the government fund balance may be categorized as nonspendable, restricted, committed, assigned, and unassigned. As of June 30, 2020, the District's governmental fund balance was comprised entirely of unassigned amounts.

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The District may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance).

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fund Balance (Continued)

In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

*Nonspendable Fund Balance* - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

*Restricted Fund Balance* - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

*Committed Fund Balance* - Amounts that may be specified by the Board of Directors by ordinance or resolution to formally commit part of the fund balance or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal Board of Director's action utilizing the same type of action that was originally used.

*Assigned Fund Balance* - Amounts that are constrained by the Board's intent to use specified financial resources for specific purposes, but are neither restricted nor committed. The District's fund balance policy delegates the authority to assign amounts to be used for specific purposes to the General Manager.

*Unassigned Fund Balance* - These are either residual positive net resources in excess of what can properly be classified in one of the other four categories, or negative balances.

Budgetary Policies

The District adopts an annual nonappropriated budget for planning, control, and evaluation purposes for the general fund. A legal budget is neither required nor adopted. Therefore, these financial statements do not include budget and actual comparisons.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and disclosures made in the accompanying notes to the financial statements. While management believes these estimates are adequate, actual results could differ from those estimates.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the below statements which may affect the District's financial reporting requirements in the future. The District is currently evaluating its accounting practices to determine the potential impact that these statements will have on the District's the financial statements.

In June 2017, GASB issued Statement No. 87, *Leases*, which addresses new accounting and financial reporting requirements for leases, improving accounting and financial reporting for leases for governments. Leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract will be recognized as a lease liability and an intangible right-to-use lease asset for lessees and a lease receivable and a deferred inflow of resources for a lessor. As deferred by GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*, the requirements of this Statement are effective for fiscal years beginning after June 15, 2021.

In June 2018, GASB issued Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, which requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As deferred by GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*, the requirements for this statement are effective for reporting periods beginning after December 15, 2020.

In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation plans*, which requires that a Section 457 plan be classified as either a pension plan or an other employee benefit plan depending on whether the plan meets the definition of a pension plan and clarifies that Statement 84, as amended, should be applied to all arrangements organized under IRC section 457 to determine whether those arrangements should be reported as fiduciary activities. The requirements for this statement are effective for reporting periods beginning after June 15, 2021.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 3 – CASH AND CASH EQUIVALENTS**

For purposes of the following discussion, cash and cash equivalents have been classified as follows as of June 30, 2020:

Petty cash	\$	500
Deposits in financial institutions		579,440
Riverside County Treasurer’s Pooled Investment Fund		<u>649,095</u>
	<u>\$</u>	<u>1,229,035</u>

Investments Authorized by the District’s Investment Policy

The District’s investment policy authorizes investment in the RCTPIF. The District’s investment policy does not contain specific provisions intended to limit the District’s exposure to interest rate risk, credit risk, and concentration of credit risk.

Credit Risk and Custodial Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The RCTPIF is not rated; however, investments in the RCTPIF are highly liquid assets and are secured by the full faith and credit of Riverside County.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

The California Government Code and the District’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

As of June 30, 2020, \$329,440 of the District’s total bank balance was not insured by the Federal Deposit Insurance Corporation (FDIC); however, this amount was collateralized as described above by securities held by the bank in a public funds collateral pool, not specifically in the District’s name.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 4 – CAPITAL ASSETS**

Capital assets activity for the year ended June 30, 2020 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets nondepreciable:				
Land	\$ 271,450	\$ 156,500	\$ -	\$ 427,950
Construction in progress	143,393	5,268	(123,933)	24,728
Total capital assets nondepreciable	<u>414,843</u>	<u>161,768</u>	<u>(123,933)</u>	<u>452,678</u>
Capital assets depreciable:				
Buildings and infrastructure	1,590,809	239,519	-	1,830,328
Building and land improvements	1,431,523	853,468	-	2,284,991
Maintenance equipment and vehicles	391,101	59,916	-	451,017
Total capital assets depreciable	<u>3,413,433</u>	<u>1,152,903</u>	<u>-</u>	<u>4,566,336</u>
Less accumulated depreciation:				
Buildings and infrastructure	(680,792)	(48,977)	-	(729,769)
Building and land improvements	(251,863)	(93,014)	-	(344,877)
Maintenance equipment and vehicles	(113,782)	(39,981)	-	(153,763)
Total accumulated depreciation	<u>(1,046,437)</u>	<u>(181,972)</u>	<u>-</u>	<u>(1,228,409)</u>
Total capital assets depreciable, net	<u>2,366,996</u>	<u>970,931</u>	<u>-</u>	<u>3,337,927</u>
<b>Total capital assets, net</b>	<b><u>\$ 2,781,839</u></b>	<b><u>\$ 1,132,699</u></b>	<b><u>\$ (123,933)</u></b>	<b><u>\$ 3,790,605</u></b>

All depreciation expense was charged to recreation activities as the foundation fund does not have any capital assets.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 5 – LONG-TERM LIABILITIES**

Long-term liabilities activity for the year ended June 30, 2020 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Compensated absences	\$ 36,951	\$ 51,992	\$ (61,075)	\$ 27,868
Net OPEB liability/(asset)	128,239	43,470	(280,141)	(108,432)
Net pension liability	683,427	56,235	-	739,662
<b>Total capital assets, net</b>	<b>\$ 848,617</b>	<b>\$ 151,697</b>	<b>\$ (341,216)</b>	<b>\$ 659,098</b>

The only portion of long-term liabilities that is considered due within one year is the compensated absences amount of \$27,868.

**NOTE 6 – PENSION PLAN**

General Information About the Pension Plan

*Plan Description*

All qualified District employees are required to participate in the District’s Miscellaneous Plan (the Plan), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS, unless they specifically opt out. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. A menu of benefit provisions as well as other requirements are established by State statutes within the Public Employee’s Retirement Law. The District selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through Board approval. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, membership, and financial information that can be found on the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov).

*Benefits Provided*

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are based on year of credited service, with one year of credited service being equal to one year of full-time employment. All members are eligible for standard non-industrial disability benefits after five years of service. The District has chosen the Optional Settlement 2W Death Benefit.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 6 – PENSION PLAN (Continued)**

General Information About the Pension Plan (Continued)

*Contribution Description*

Section 20814(c) of the California Public Employees’ Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance any unfunded accrued costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The District’s total employer contributions were \$112,783 for the year ended June 30, 2020.

Active plan members who were hired before January 1, 2013 are referred to as “Classic” employees. Beginning January 1, 2013, the District established two classes of employees, as dictated by the newly enacted Public Employees Pension Reform Act (PEPRA).

The plan’s provisions and benefits in effect at June 30, 2020 are summarized as follows:

	Miscellaneous	
	Hire date prior to January 2013	Hire date in or after January 2013*
Benefit formula	2.7% at 55	2.0% at 62
Benefit vesting schedule	5 years	5 years
Benefit payments	Monthly for life	Monthly for life
Final average compensation period	12 months	36 months
Sick leave credit	Yes	Yes
Retirement age	50 – 55 & up	52 –67 & up
Monthly benefits as a percent of eligible compensation	2.0% – 2.7%	1.0% – 2.5%
Cost of living adjustment	2.0%	2.0%
Required employee contribution rates	8.00%	6.75%
Required employer contribution rates	13.182% + \$4,129/month	6.985% + \$95/month

\* For employees that were hired on or after January 1, 2013, were already members of CalPERS prior to January 1, 2013, and had less than a six month break in service, the benefit formula is 2.0% at 55, the required employee contribution rate was 7.00%, and the required employer contribution rate was 9.680% + \$49/month. All other plan provisions and benefits are the same as those for other employees hired on or after January 1, 2013.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

*Methods and Assumptions*

The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. For the measurement period ending June 30, 2019 (the measurement date), the total pension liability was determined by rolling forward the total pension liability determined in the June 30, 2018 actuarial accounting valuation. The June 30, 2019 total pension liability was based on the following actuarial methods and assumptions:

Actuarial cost method	Entry age normal in accordance with the requirements of GASB Statement No. 68
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Actuarial assumptions:

Discount rate	7.15%
Inflation	2.5%
Salary increases	Varies by entry age and service
Mortality rate table*	Derived using CalPERS' membership data for all funds
Post-retirement benefit increase	Contract COLA up to 2.50% percent until purchasing power protection allowance floor on purchasing power applies.

\* The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 CalPERS experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

*Long-term Expected Rate of Return*

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability (Continued)

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects long-term expected real rate of return by asset class.

Asset Class*	Asset Allocation	Real Return	
		Years 1-10**	Years 11+***
Global equity	50%	4.80%	5.98%
Fixed income	28%	1.00%	2.62%
Inflation assets	-	.77%	1.81%
Private equity	8%	6.30%	7.23%
Real assets	13%	3.75%	4.93%
Liquidity	1%	-	(0.92)%
Total	100%		

\* In CalPERS's CAFR, fixed income is included in global debt securities; liquidity is included in short-term investments; inflation assets are included in both global equity securities and global debt securities.

\*\* An expected inflation of 2.00% used for this period.

\*\*\* An expected inflation of 2.92% used for this period.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability (Continued)

*Discount Rate*

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate*

The following presents the net pension liability of the Plan as of June 30, 2019 measurement date, calculated using the discount rate in effect at year-end. The table shows what the net pension liability would be if it were calculated using a discount rate that is 1.0 percentage-point lower or 1.0 percentage-point higher than the current rate:

	Discount Rate -1% 6.15%	Current Rate 7.15%	Discount Rate +1% 8.15%
Net pension liability	\$ 1,146,768	\$ 739,662	\$ 403,625

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Changes in the Net Pension Liability (Continued)

*Pension Plan Fiduciary Net Position*

Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

*Amortization of Deferred Outflows and Deferred Inflows of Resources*

Under GASB 68, actuarial gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	3.8 year straight-line amortization

Pension Related Liabilities, Expense, and Deferred Outflows/Deferred Inflows of Resources

The District’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2019, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. The District’s proportion of the net pension liability was based on a projection of the District’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The District’s proportionate share of the net pension liability as of June 30, 2019 measurement date was 0.018%. There was no change in this proportion since the prior measurement date.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 6 – PENSION PLAN (Continued)**

Pension Related Liabilities, Expense, and Deferred Outflows/Deferred Inflows of Resources (Continued)

For the year ended June 30, 2020, the District recognized pension expense of \$186,777. At June 30, 2020, the District deferred outflows and inflows of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
<b>Governmental activities:</b>		
Pension contributions subsequent to measurement date	\$ 112,783	\$ -
Difference between expected and actual experience	51,373	3,980
Changes of assumptions	35,271	12,503
Difference in actual versus projected contributions	11,072	-
Net difference between projected and actual investment earnings	-	12,932
Difference between employer's contributions and proportionate share of contributions	19,553	-
	<u>          </u>	<u>          </u>
Total	<u>\$ 230,052</u>	<u>\$ 29,415</u>

The amounts above are net of outflows and inflows recognized in the pension expense for the year ended June 30, 2020. The \$112,783 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

<u>Year Ending June 30,</u>	
2021	\$ 72,089
2022	2,208
2023	10,942
2024	<u>2,613</u>
Total	<u>\$ 87,852</u>



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)**

General Information About the OPEB Plan

*Plan Description*

The District has established a Retiree Healthcare Plan and participates in the California Employer’s Retiree Benefit Trust (CERBT), an agent multiple-employer defined benefit postemployment healthcare plan administered by CalPERS. The CERBT is an Internal Revenue Code Section 115 trust and an investment vehicle that can be used by all California public employers to prefund future retiree healthcare and other postemployment benefits costs.

*Benefits Provided*

The OPEB Plan provides postemployment healthcare benefits through a third-party insurer to employees who retire from the District on or after age 50 and have at least 10 years of service. The District pays a portion of the retiree’s health premiums for eligible retirees range from 50% at 10 years of service up to 100% at 25 years of service. The District’s board of directors has the authority to establish and amend the benefit terms.

*Employees Covered*

As of the June 30, 2019 actuarial valuation, the following current and former employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	1
Active employees	14
	<hr/>
Total	15
	<hr/>

*Contributions*

The District’s board of directors establishes and amends the contribution requirements for the OPEB Plan. The District pays a portion of retiree benefit expenses on a pay-as-you-go basis to third parties, outside of CERBT, and makes additional contributions to CERBT to prefund benefits as determined by the District’s board of directors annually. For the year ended June 30, 2020, the District’s contributed \$3,551 to the OPEB Plan, of which \$3,551 was used for current retiree healthcare premiums and \$0 was used to prefund benefits.

Net OPEB Liability

The District’s net OPEB liability was measured as of June 30, 2019 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as June 30, 2019.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Net OPEB Liability (Continued)

*Actuarial Assumptions*

The total OPEB liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.75%
Salary increases	2.75% per year
Investment rate of return	7.00% net of expenses
Healthcare cost trend rates	4.00% per year
Mortality rates	Based on the 2014 CalPERS mortality rates for Miscellaneous Employees experience studies.
Retirement rates	Based on the 2009 CalPERS retirement rates for miscellaneous employees experience studies.
Turnover rates	Based on the 2009 CalPERS turnover rates for miscellaneous employees experience studies.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized as follows:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Equity	59%	7.795%
Fixed income	25%	4.500%
Treasury Inflation-Protected Securities	5%	3.250%
Real Estate Investment Trusts	8%	7.500%
Commodities	3%	7.795%
Total	100%	

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Net OPEB Liability (Continued)

Rolling periods of time for all asset classes in combination were used to appropriately reflect correlation between asset classes. This means that the average returns for any asset class do not necessarily reflect the averages over time individually but reflect the return for the asset class for the portfolio average. Additionally, the historic 38-year real rates of return for each asset class along with the assumed long-term inflation assumption was used to set the discount rate. The investment return was offset by assumed investment expenses of 25 basis points.

*Discount Rate*

The discount rate used to measure the total OPEB liability was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that the District contributions will be made at rates sufficient to fully fund the obligation over a period not to exceed 38 years. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance, beginning of year	\$ 460,368	\$ 332,129	\$ 128,239
Changes during the year:			
Service costs	7,484	-	7,484
Interest	32,309	-	32,309
Employer contributions	-	43,567	(43,567)
Expected investment income	-	25,694	(25,694)
Administrative expense	-	(72)	72
Benefit payments	(3,567)	(3,567)	-
Experience (gains)/losses	(210,952)		(210,952)
Investment gains/(losses)	-	(3,677)	3,677
Net Change	(174,726)	61,945	(236,671)
Balance, end of year	<u>\$ 285,642</u>	<u>\$ 394,074</u>	<u>\$ (108,432)</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Changes in the Net OPEB Liability (Continued)

*Sensitivity of the Net OPEB Liability to Changes in the Discount Rate*

The following presents the net OPEB liability of the District, as well as what the District’s net OPEB liability would be if it was calculated using a discount rate that is 1 percentage-point lower or 1 percentage-point higher than the current discount rate:

	Discount Rate -1% 6.00%	Current Rate 7.00%	Discount Rate +1% 8.00%
Net OPEB liability/(asset)	\$ (59,593)	\$ (108,432)	\$ (147,275)

*Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates*

The following presents the net OPEB liability of the District, as well as what the District’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage-point lower or 1 percentage-point higher than the current healthcare cost trend rates:

	Trend Rate -1% 3.00%	Current Rate 4.00%	Trend Rate +1% 5.00%
Net OPEB liability/(asset)	\$ (148,544)	\$ (108,432)	\$ (58,612)

*OPEB Plan Fiduciary Net Position*

Detailed information about the OPEB plan’s fiduciary net position is available in CalPERS’ CERBT Schedule of Changes in Fiduciary Net Position by Employer which can be found online at <https://www.calpers.ca.gov/page/forms-publications>.

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2020, the District recognized OPEB Plan expense of \$14,607. At June 30, 2020, the District had a deferred outflow of resources and deferred inflows of resources related to OPEB as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
<b>Governmental activities:</b>		
OPEB contributions subsequent to measurement date	\$ 16,845	\$ -
Difference between expected and actual experience	-	200,761
Net difference between projected and actual investment earnings	2,336	-
Total	\$ 19,181	\$ 200,761

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB  
(Continued)

The amounts above are net of outflows and inflows recognized in OPEB expense for the year ended June 30, 2020. The \$16,845 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the fiscal year ended June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in future pension expense as follows:

Year Ending June 30,	
2021	\$ (9,657)
2022	(9,657)
2023	(9,657)
2024	(9,457)
2025	(10,191)
Thereafter	<u>(149,806)</u>
Total	<u>\$ (198,425)</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 8 – LEASE ASSIGNMENT**

The District assigned its rights under a lease agreement to a third-party for a lease under which a small portion of the District’s land is utilized by a lessor for a communications antenna facility. The District received a lumpsum in exchange for the lease assignment and the third-party will collect future rent payments made by the lessor in accordance with the original lease. The lease assignment agreement commenced in December of 2019 and has a twenty-five-year term. The lumpsum has been recorded as a deferred inflow of resources and will be recognized as revenue on a straight-line basis over the term of the lease assignment agreement. Future revenue recognition under this agreement will be as follows:

Year Ending June 30,	
2021	\$ 12,669
2022	12,669
2023	12,669
2024	12,669
2025	12,669
Thereafter	<u>234,386</u>
Total	<u>\$ 297,731</u>

**NOTE 9 – JOINT VENTURES**

The District participates in a joint venture under a joint powers agreement (JPA) with the California Association for Park and Recreation Indemnity (CAPRI). The relationship between the District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. Audited financial statements are available by contacting CAPRI at 1075 Creekside Ridge Drive, Suite 240, Roseville, California 956278.

CAPRI provides insurance coverages, risk management, safety and loss prevention services to its many member districts through a risk-sharing pool. CAPRI is governed by a 7 member board of directors comprised primarily of representatives of the member districts. The board controls the operations of the JPA, including selection of management and approval of operating budgets, independent of any influence by the member districts beyond their representation on the board.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 9 – JOINT VENTURES (Continued)**

Condensed audited financial information for CAPRI for the year ended June 30, 2020 is as follows:

Total assets	\$ 26,089,416
Total deferred outflows of resources	<u>206,029</u>
 Total assets and deferred outflows of resources	 <u>\$ 26,295,445</u>
 Total liabilities	 \$ 20,176,368
Total deferred inflows of resources	28,424
Total net position	<u>6,090,653</u>
 Total liabilities, deferred inflows, and net position	 <u>\$ 26,295,445</u>
 Total operating revenues	 \$ 10,554,744
Total operating expenses	(10,533,145)
Total nonoperating income	<u>1,193,706</u>
 Total change in net position	 <u>\$ 1,215,305</u>

**NOTE 10 – INTERFUND ACTIVITY AND BALANCES**

The interfund due to and due from balances of \$191,170 are the result of a loan from the special revenue fund to general fund for the general fund to acquire capital assets. Interfund transfers for the year ended June 30, 2020, are as follows:

<b>Fund Financial Statements – Transfers:</b>	In	Out
General fund – transfer from special revenue fund for acquiring capital assets	\$ 5,328	\$ -
General fund – transfer from special revenue fund for repairs and maintenance	62,076	-
Special revenue fund – transfer to general fund for acquiring capital assets	-	5,328
Special revenue fund – transfer to general fund for repairs and maintenance	-	<u>62,076</u>
	<u>\$ 67,404</u>	<u>\$ 67,404</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 11 – SUBSEQUENT EVENTS**

In December 2020, the District received a donation of approximately 123 acres of land from a private party. The donated land is located in Cherry Valley of Riverside County and at the time of donation held an appraised value of \$8,325,000. The District is currently conducting community outreach and discussions to determine future use of this land. In preparation of these financial statements, the District considered subsequent events through November 3, 2021, which is the date these financial statements were issued.



**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

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**Schedule of Pension Plan Contributions**  
**Last 10 Years\***

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2020	\$ 112,782	\$ (112,782)	\$ -	\$ 651,836	17.30%
2019	106,605	(106,605)	-	646,139	16.50%
2018	88,096	(88,096)	-	532,139	16.55%
2017	84,684	(84,684)	-	585,148	14.47%
2016	48,798	(48,798)	-	466,221	10.47%
2015	42,396	(42,396)	-	426,566	9.93%

\* Fiscal year 2015 was the first year of implementation, therefore, not all 10 years of information is available.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**Schedule of the District's Proportionate Share of the Net Pension Liability**  
**Last 10 Years\***

Fiscal Year	Proportion of the Net Pension Liability	Proportionate Share of Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a % of Payroll	Plan Fiduciary Net Position as a % of the Total Pension Liability
2020	0.01847%	\$ 739,662	\$ 651,836	113.47%	73.93%
2019	0.01813%	683,427	646,139	105.77%	76.23%
2018	0.01788%	704,934	532,139	132.47%	75.88%
2017	0.01764%	612,637	585,148	104.70%	76.29%
2016	0.01670%	458,128	466,221	98.26%	81.57%
2015	Not available	313,776	426,566	73.56%	Not available

\* Fiscal year 2015 was the first year of implementation, therefore, not all 10 years of information is available.

**Notes to the Pension Schedules**

Benefit Changes

None

Changes in Assumptions

Amounts reported in fiscal year 2018 reflect a change in the discount rate from 7.65% to 7.15%. Deferred outflows of resources for changes of assumptions includes the unamortized portion of this assumption change. Amounts reported in fiscal year 2019 reflect a change in the inflation rate from 2.75% to 2.50%.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**Schedule of Changes in the District’s Net OPEB Liability and Related Ratios**  
**Last 10 Years\***

	OPEB Liability/(Asset) - June 30,		
	2020	2019	2018
Balance, beginning of year	\$ 128,239	\$ 160,735	\$ 174,642
Changes during the year:			
Service costs	7,484	7,284	7,089
Interest	32,309	30,021	27,858
Employer contributions	(43,567)	(48,677)	(25,557)
Actual investment income	-	(21,365)	(23,494)
Expected investment income	(25,694)	-	-
Administrative expense	72	241	197
Experience (gains)/losses	(210,952)	-	-
Investment gains/(losses)	3,677	-	-
Balance, end of year	<u>\$ (108,432)</u>	<u>\$ 128,239</u>	<u>\$ 160,735</u>
Covered employee payroll	\$ 651,836	\$ 646,139	\$ 532,139
OPEB liability/(asset) as a % of covered payroll	(16.63)%	19.85%	30.21%

\* Fiscal year 2018 was the first year of implementation, therefore, not all 10 years of information is available.

**Notes to the OPEB Schedule**

Benefit Changes

None

Changes in Assumptions

None

**OTHER SUPPLEMENTARY INFORMATION – UNAUDITED**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**OTHER SUPPLEMENTARY INFORMATION – UNAUDITED**

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Officers, Directors, and Senior Management

As of June 30, 2020, the officers, directors, and senior management of the District were as follows:

	<u>Term Expires</u>
Dan Hughes, Chairman	November 2020
John Flores, Vice-Chair/Secretary	November 2020
Chris Diercks, Treasurer	November 2022
Armando De La Cruz, Director	November 2022
Denise Ward, Director	November 2020
Duane Burk, General Manager	N/A

Insurance Coverage

The District's insurance provider is the California Association for Park and Recreation Indemnity (CAPRI). Coverage carried by the District includes bodily injury, personal injury, advertising injury, property damage, and public official and employee liability which may occur anywhere in the world. The insurance provides coverage up to \$1,000,000 per occurrence for the following:

Property Damage – The deductible for general property damage is \$2,000 per occurrence. For earthquake damage the deductible is \$50,000 per occurrence or 5% of the value of the building, contents, and/or structure damage, whichever is greater. For flood damage the deductible is \$20,000 per occurrence.

Employment Practices, Bodily Injury, Personal Injury, Public Officials Errors and Omissions Liability – These items are subject to a \$20,000 deductible. The deductible is reduced to \$5,000 if the District follows guidelines set by CAPRI, such as consulting with the District's general counsel.

Crime – The deductible for employee theft is \$15,000 per occurrence. The deductible for forgery, theft of money, robbery, computer fraud, funds transfer fraud, and counterfeit money is \$5,000 per occurrence.

The District has a worker's compensation policy with employer liability coverage per occurrence that meets the statutory requirements and covers all employees.



**Staff Report**

Agenda Item No. 3.4

**To: Chairman and Board of Directors**

**From: Janet Covington, Human Resources Administrator**

**Date: November 10, 2021**

**Subject: Approval of the Actuarial Study of Retiree Health Liabilities under GASB 74/75.**

**Background and Analysis:**

In compliance with the Governmental Accounting Standards Board (GASB), the District obtained an actuarial study of retiree health liabilities from Total Compensation Systems, Inc. (TCS). The study is required to comply with GASB 74/75 for the associated costs of our Post-Retiree Health Benefits.

This was a “Roll-Forward” valuation, which means it relied on census data and benefit provisions provided by staff from the previous valuation. This coming year the District will obtain a “Full Valuation” consisting of updated demographic information.

The table at the bottom of Page 1 under “Key Results” reflects the following:

Total OPEB Liability - \$307,263.00. This represents the amount the District is expected to pay (owed) for future retiree medical benefits.

Fiduciary Net Position - \$407,805.00. This represents the assets held in our irrevocable trust that can only be used to provide Other Postemployment Benefits. (OPEB)

Net OPEB Liability – (\$100,542.00). This represents the amount that exceeds the projected liability. The plans assets exceed the liability.

I have attached, for reference, the Districts fund balance as of June 30, 2021. The balance is now \$516,242.89 compared to \$407,805.00 (6/30/2020). This amount will be reflected in our next valuation. This increase of \$108,437.89 represents gains in our plan without contributing.

The typical approach once over funding occurs is to no longer make contributions to the plan and to pay retiree benefits from the plans assets. We currently pay for, and reimburse retiree medical monthly from our general fund for the Districts portion of their medical benefit. This year the District requested and received \$3,617.58 from the plan to reimburse our cost.

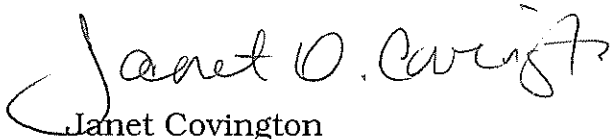
**Fiscal Impact:**

The cost for consulting and production of the valuation - \$1,530.00 to (TOT) Total Compensation Systems, Inc.

**Recommendations:**

Staff recommends approval of the actuarial study dated October 15, 2021.

Respectfully Submitted,

A handwritten signature in black ink that reads "Janet O. Covington". The signature is written in a cursive style with a large initial "J".

Janet Covington

Human Resources Administrator/ Clerk of the Board



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

**Actuarial Study of  
Retiree Health Liabilities Under GASB 74/75  
Roll-forward Valuation**

**Valuation Date: June 30, 2019**

**Measurement Date: June 30, 2020**

**For Fiscal Year-End: June 30, 2021**

*Prepared by:  
Total Compensation Systems, Inc.*

*Date: October 15, 2021*

**Table of Contents**

**PART I: EXECUTIVE SUMMARY ..... 1**

A. INTRODUCTION ..... 1

B. KEY RESULTS ..... 1

C. SUMMARY OF GASB 75 ACCOUNTING RESULTS..... 2

    1. *Changes in Net OPEB Liability*..... 2

    2. *Deferred Inflows and Outflows* ..... 2

    3. *OPEB Expense*..... 3

    4. *Adjustments*..... 3

    5. *Trend and Interest Rate Sensitivities*..... 3

D. DESCRIPTION OF RETIREE BENEFITS..... 4

E. SUMMARY OF VALUATION DATA..... 4

F. CERTIFICATION ..... 5

**PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS..... 7**

A. INTRODUCTION..... 7

B. LIABILITY FOR RETIREE BENEFITS..... 7

C. ACTUARIAL ACCRUAL..... 8

D. ACTUARIAL ASSUMPTIONS ..... 8

E. TOTAL OPEB LIABILITY ..... 9

F. VALUATION RESULTS ..... 10

    1. *Actuarial Present Value of Projected Benefit Payments (APVPBP)* ..... 10

    2. *Service Cost* ..... 10

    3. *Total OPEB Liability and Net OPEB Liability*..... 11

    4. *"Pay As You Go" Projection of Retiree Benefit Payments*..... 11

G. ADDITIONAL RECONCILIATION OF GASB 75 RESULTS ..... 12

H. PROCEDURES FOR FUTURE VALUATIONS..... 13

**PART III: ACTUARIAL ASSUMPTIONS AND METHODS..... 14**

A. ACTUARIAL METHODS AND ASSUMPTIONS: ..... 14

B. ECONOMIC ASSUMPTIONS:..... 15

C. NON-ECONOMIC ASSUMPTIONS:..... 16

**PART IV: APPENDICES ..... 18**

APPENDIX A: DEMOGRAPHIC DATA BY AGE..... 18

APPENDIX B: ADMINISTRATIVE BEST PRACTICES ..... 19

APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES ..... 20

APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES..... 24

APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS ..... 27

**Beaumont-Cherry Valley Recreation and Park District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Beaumont-Cherry Valley Recreation and Park District to determine the liabilities associated with its current retiree health program as of a June 30, 2020 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2021. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2021 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2021 measurement date is provided on page 13.

**B. Key Results**

Beaumont-Cherry Valley Recreation and Park District uses an Actuarial Measurement Date that is 12 months prior to its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2020 will be used on a look back basis for the June 30, 2021 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2020 Measurement Date for June 30, 2021 Fiscal Year-End</i>	<i>June 30, 2019 Measurement Date for June 30, 2020 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$307,263	\$285,642
Fiduciary Net Position (FNP)	\$407,805	\$394,074
Net OPEB Liability (NOL)	(\$100,542)	(\$108,432)
Service Cost <i>(for year following)</i>	\$6,488	\$6,314
Estimated Pay-as-you-go Cost <i>(for year following)</i>	\$5,678	\$4,743
GASB 75 OPEB Expense <i>(for year ending)</i>	(\$7,362)	\$5,493

Refer to results section beginning on page 10 or the glossary on page 27 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2020 Measurement Date for June 30, 2021 Fiscal Year-End</i>	<i>June 30, 2019 Measurement Date for June 30, 2020 Fiscal Year-End</i>
Valuation Interest Rate	7.00%	7.00%
Expected Rate of Return on Assets	7.00%	7.00%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%



## Total Compensation Systems, Inc.

### C. Summary of GASB 75 Accounting Results

#### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2019 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2020 NOL. A more detailed version of this table can be found on page 12.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2019 Measurement Date</b>	<b>\$285,642</b>	<b>\$394,074</b>	<b>(\$108,432)</b>
Service Cost	\$6,314	\$0	\$6,314
Interest on TOL / Return on FNP	\$20,050	\$13,924	\$6,126
Employer Contributions	\$0	\$16,845	(\$16,845)
Benefit Payments	(\$16,845)	(\$16,845)	\$0
Administrative Expenses	\$0	(\$193)	\$193
Experience (Gains)/Losses	\$12,102	\$0	\$12,102
Changes in Assumptions	\$0	\$0	\$0
Other	\$0	\$0	\$0
Net Change	\$21,621	\$13,731	\$7,890
<b>Actual Balance at June 30, 2020 Measurement Date</b>	<b>\$307,263</b>	<b>\$407,805</b>	<b>(\$100,542)</b>

#### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 24.

<b>Balances at June 30, 2021 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$11,517	(\$190,570)
Changes in assumptions	\$0	\$0
Differences between projected and actual return on assets	\$13,128	(\$403)
Total	\$24,645	(\$190,973)

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2022	\$4,052	(\$10,393)
2023	\$4,052	(\$10,392)
2024	\$4,049	(\$10,191)
2025	\$3,315	(\$10,191)
2026	\$585	(\$10,191)
Thereafter	\$8,592	(\$139,615)
Total	\$24,645	(\$190,973)

## Total Compensation Systems, Inc.

### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2021</b>	<i>Expense Component</i>
Service Cost	\$6,314
Interest Cost	\$20,050
Expected Return on Assets	(\$27,578)
Administrative Expenses	\$193
Recognition of Experience (Gain)/Loss Deferrals	(\$9,606)
Recognition of Assumption Change Deferrals	\$0
Recognition of Investment (Gain)/Loss Deferrals	\$3,265
Employee Contributions	\$0
Changes in Benefit Terms	\$0
<b>Net OPEB Expense for fiscal year ending June 30, 2021</b>	<b>(\$7,362)</b>

\* May include a slight rounding error.

### 4. Adjustments

The above OPEB expense includes all deferred inflows and outflows except any contributions after the measurement date. Contributions from July 1, 2020 to June 30, 2021 minus prior contributions after the measurement date of \$16,845 should also be reflected in OPEB expense. June 30, 2021 deferred outflows should include contributions from July 1, 2020 to June 30, 2021.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2020 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	(\$49,431)	(\$145,519)
Current Assumption	(\$100,542)	(\$100,542)
1% Increase in Assumption	(\$141,274)	(\$44,206)

## Total Compensation Systems, Inc.

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### D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan that applies to employees hired prior to May 10, 2012. Those hired on or after May 10, 2012 are entitled to statutory minimum benefits under Government Code Section 22892.

	<u>All Employees</u>
Benefit types provided	Medical only
Duration of Benefits	Lifetime
Required Service	10 years
Minimum Age	50
Dependent Coverage	No
District Contribution %	Based on years of service ranging from 50% at 10 years to 100% at 25 years of the amount in excess of the statutory minimum employer contribution
District Cap	Net Value Plan

### E. Summary of Valuation Data

Because this is a roll-forward valuation, this report is based on census data previously provided to us as of June, 2019 for the June 30, 2019 full valuation. Distributions of participants by age and service can be found on page 18. The active count below excludes employees for whom it was not possible to receive retiree benefits (e.g. employees who were already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Valuation Year</b>
	<i>June 30, 2019 Valuation Date</i>
	<i>June 30, 2020 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>	
Count	14
Average Age	38.4
Average Years of Service	6.2
<b>Retirees currently receiving benefits</b>	
Count	1
Average Age	69.0

We were not provided with information about any terminated, vested employees.



## Total Compensation Systems, Inc.

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### F. Certification

The actuarial information in this report is intended solely to assist Beaumont-Cherry Valley Recreation and Park District in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Beaumont-Cherry Valley Recreation and Park District. Release of this report may be subject to provisions of the Agreement between Beaumont-Cherry Valley Recreation and Park District and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2020 to June 30, 2021, using a measurement date of June 30, 2020. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Beaumont-Cherry Valley Recreation and Park District. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Beaumont-Cherry Valley Recreation and Park District and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all

## **Total Compensation Systems, Inc.**

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applicable Actuarial Standards of Practice. My experience and continuing education are consistent with the requirements described for actuaries under the Qualification Standards of the American Academy of Actuaries.

Respectfully submitted,

Geoffrey L. Kischuk  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700



## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Beaumont-Cherry Valley Recreation and Park District. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Beaumont-Cherry Valley Recreation and Park District uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2020 at 7.00% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2020 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

## Total Compensation Systems, Inc.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.



## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

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### F. Valuation Results

This section details the measured values of the concepts described on the previous pages. Because this is a roll-forward valuation, the results shown in this section do not match the overall results as of the measurement date.

#### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

##### Actuarial Present Value of Projected Benefit Payments as of June 30, 2019 Valuation Date

	<i>Total</i>
Active: Pre-65 Benefit	\$93,209
Post-65 Benefit	\$181,648
Subtotal	<u>\$274,857</u>
Retiree: Pre-65 Benefit	\$0
Post-65 Benefit	\$59,086
Subtotal	<u>\$59,086</u>
Grand Total	<u>\$333,943</u>
Subtotal Pre-65 Benefit	\$93,209
Subtotal Post-65 Benefit	\$240,734

#### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

##### Service Cost Valuation Year Beginning July 1, 2019

	<i>Total</i>
# of Eligible Employees	14
First Year Service Cost	
Pre-65 Benefit	\$1,708
Post-65 Benefit	\$4,606
Total	<u>\$6,314</u>

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.



## Total Compensation Systems, Inc.

### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2019 Valuation Date

	<i>Total</i>
Active: Pre-65 Benefit	\$80,143
Active: Post-65 Benefit	\$146,413
Subtotal	<u>\$226,556</u>
Retiree: Pre-65 Benefit	\$0
Retiree: Post-65 Benefit	\$59,086
Subtotal	<u>\$59,086</u>
Subtotal: Pre-65 Benefit	<u>\$80,143</u>
Subtotal: Post-65 Benefit	<u>\$205,499</u>
Total OPEB Liability (TOL)	\$285,642
Fiduciary Net Position as of June 30, 2019	\$394,074
Net OPEB Liability (NOL)	<u>(\$108,432)</u>

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be **inaccurate**. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs.

<i>Year Beginning</i>	
<i>July 1</i>	<i>Total</i>
2019	\$4,743
2020	\$5,678
2021	\$7,663
2022	\$9,937
2023	\$12,805
2024	\$15,252
2025	\$17,977
2026	\$21,038
2027	\$19,573
2028	<u>\$21,387</u>

## Total Compensation Systems, Inc.

### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2019 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2020 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2019</b>	<b>\$285,642</b>	<b>\$394,074</b>	<b>(\$108,432)</b>
Service Cost	\$6,314	\$0	\$6,314
Interest on Total OPEB Liability	\$20,050	\$0	\$20,050
Expected Investment Income	\$0	\$27,578	(\$27,578)
Administrative Expenses	\$0	(\$193)	\$193
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$0	\$0
Employer Contributions as Benefit Payments	\$0	\$16,845	(\$16,845)
Actual Benefit Payments from Trust	\$0	\$0	\$0
Actual Benefit Payments from Employer	(\$16,845)	(\$16,845)	\$0
Expected Minus Actual Benefit Payments**	\$12,102	\$0	\$12,102
<b>Expected Balance at June 30, 2020</b>	<b>\$307,263</b>	<b>\$421,459</b>	<b>(\$114,196)</b>
Experience (Gains)/Losses	\$0	\$0	\$0
Changes in Assumptions	\$0	\$0	\$0
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$13,654)	\$13,654
Other	\$0	\$0	\$0
Net Change during 2020	\$21,621	\$13,731	\$7,890
<b>Actual Balance at June 30, 2020*</b>	<b>\$307,263</b>	<b>\$407,805</b>	<b>(\$100,542)</b>

\* May include a slight rounding error.

\*\* Deferrable as an Experience Gain or Loss.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Beaumont-Cherry Valley Recreation and Park District is shown beginning on page 24. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

#### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2021

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	(\$200,761)	\$12,102	\$9,606	(\$179,053)
Assumption Changes	\$0	\$0	\$0	\$0
Investment (Gains)/Losses	\$2,336	\$13,654	(\$3,265)	\$12,725
Deferred Balances	(\$198,425)	\$25,756	\$6,341	(\$166,328)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

#### Preliminary OPEB Expense Fiscal Year Ending June 30, 2021

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	(\$108,432)	(\$100,542)	\$7,890
Deferred Balances	(\$198,425)	(\$166,328)	\$32,097
Net Position	\$89,993	\$65,786	(\$24,207)
Adjust Out Employer Contributions			\$16,845
OPEB Expense			(\$7,362)



## Total Compensation Systems, Inc.

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### H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer considers or puts in place an early retirement incentive program.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer desires the measured liability to incorporate more recent census data or assumptions.
- The employer forms a qualifying trust or changes its investment policy.
- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We anticipate that the next valuation we perform for Beaumont-Cherry Valley Recreation and Park District will be a full valuation with a measurement date of June 30, 2021 which will be used for the fiscal year ending June 30, 2022.

### PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Beaumont-Cherry Valley Recreation and Park District to understand that the appropriateness of all selected actuarial assumptions and methods are Beaumont-Cherry Valley Recreation and Park District's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Beaumont-Cherry Valley Recreation and Park District's actual historical experience, and TCS's judgment based on experience and training.

#### **A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Beaumont-Cherry Valley Recreation and Park District regarding practices with respect to employer and employee contributions and other relevant factors.



## Total Compensation Systems, Inc.

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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

*INFLATION:* We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

*INVESTMENT RETURN / DISCOUNT RATE:* We assumed 7.00% per year net of expenses. This is based on assumed long-term return on employer assets. We used the "Building Block Method". (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

*TREND:* We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

*PAYROLL INCREASE:* We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

*FIDUCIARY NET POSITION (FNP):* The following table shows the beginning and ending FNP numbers that were provided by Beaumont-Cherry Valley Recreation and Park District.

#### **Fiduciary Net Position as of June 30, 2020**

	<u>06/30/2019</u>	<u>06/30/2020</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$394,074	\$407,805
Capital Assets	\$0	\$0
Total Assets	<u>\$394,074</u>	<u>\$407,805</u>
Benefits Payable	\$0	\$0
Fiduciary Net Position	<u>\$394,074</u>	<u>\$407,805</u>

## Total Compensation Systems, Inc.

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### C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Miscellaneous	2014 CalPERS Active Mortality for Miscellaneous Employees

#### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
All Participants	Hired < 1/1/13: 2009 CalPERS 2.7%@55 Rates for Miscellaneous Employees Hired > 12/31/2012: 2009 CalPERS 2.0%@62 Rates for Miscellaneous Employees adjusted to reflect a minimum retirement age of 52

#### **SERVICE REQUIREMENT**

<i>Employee Type</i>	<i>Service Requirement Tables</i>
All Participants	Hired on or after 5/10/12: 100% of the statutory minimum employer contribution at retirement Hired prior to 5/10/12 - 50% at 10 years of service increasing to 100% at 25 years

#### **COSTS FOR RETIREE COVERAGE**

Actuarial Standard of Practice 6 (ASOP 6) provides that, as a general rule, retiree costs should be based on actual claim costs or age-adjusted premiums. This is true even for many medical plans that are commonly considered to be “community-rated.” However, ASOP 6 contains a provision – specifically section 3.7.7(c) – that allows use of unadjusted premiums in certain circumstances.

It is my opinion that the section 3.7.7(c)(4) exception allows use of unadjusted premium for PEMHCA agencies if certain conditions are met. Following are the criteria we applied to Beaumont-Cherry Valley Recreation and Park District to determine that it is reasonable to assume that Beaumont-Cherry Valley Recreation and Park District’s future participation in PEMHCA is likely and that the CalPERS medical program as well as its premium structure are sustainable. (We also have an extensive white paper on this subject that provides a basis for our rationale entirely within the context of ASOP 6. We will make this white paper available upon request.)

- **Plan qualifies as a “pooled health plan.”** ASOP 6 defines a “pooled health plan” as one in which premiums are based at least in part on the claims experience of groups other than the one being valued.” Since CalPERS rates are the same for all employers in each region, rates are clearly based on the experience of many groups.
- **Rates not based to any extent on the agency’s claim experience.** As mentioned above, rates are the same for all participating employers regardless of claim experience or size.
- **Rates not based to any extent on the agency’s demographics.** As mentioned above, rates are the same for all participating employers regardless of demographics.
- **No refunds or charges based on the agency’s claim experience or demographics.** The terms of operation of the CalPERS program are set by statute and there is no provision for any refunds and charges that vary from employer to employer for any reason. The only charges are uniform administrative charges.
- **Plan in existence 20 or more years.** Enabling legislation to allow “contracting agencies” to participate in the CalPERS program was passed in 1967. The CalPERS medical plan has been successfully operating for almost 50 years. As far back as we can obtain records, the rating structure has been



## Total Compensation Systems, Inc.

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consistent, with the only difference having been a move to regional rating which is unrelated to age-adjusted rating.

- **No recent large increases or decreases in the number of participating plans or enrollment.** The CalPERS medical plan has shown remarkably stable enrollment. In the past 10 years, there has been small growth in the number of employers in most years – with the maximum being a little over 2% and a very small decrease in one year. Average year over year growth in the number of employers over the last 10 years has been about 0.75% per year. Groups have been consistently leaving the CalPERS medical plan while other groups have been joining with no disruption to its stability.
- **Agency is not expecting to leave plan in foreseeable future.** The District does not plan to leave CalPERS at present.
- **No indication the plan will be discontinued.** We are unaware of anything that would cause the CalPERS medical plan to cease or to significantly change its operation in a way that would affect this determination.
- **The agency does not represent a large part of the pool.** The District is in the CalPERS Other Southern California region. Based on the information we have, the District constitutes no more than 0.1% of the Other Southern California pool. In our opinion, this is not enough for the District to have a measurable effect on the rates or viability of the Other Southern California pool.

Retiree liabilities are based on actual retiree costs. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
All Participants	Statutory minimum: \$1,650 Supplemental benefit: \$7,789	Statutory minimum: \$1,650 Supplemental benefit: \$2,824

### ***PARTICIPATION RATES***

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Miscellaneous	100%	100%

### ***TURNOVER***

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Miscellaneous	2009 CalPERS Turnover for Miscellaneous Employees

### ***SPOUSE PREVALENCE***

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

### ***SPOUSE AGES***

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

# Total Compensation Systems, Inc.

## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

	<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	5	4	1						
25 – 29	2	1	1						
30 – 34	0								
35 – 39	1				1				
40 – 44	1	1							
45 – 49	0								
50 – 54	0								
55 – 59	4	1	1	2					
60 – 64	0								
65 and older	1	1							
<b>Total</b>	<b>14</b>	<b>8</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>
Under 50	0
50 – 54	0
55 – 59	0
60 – 64	0
65 – 69	1
70 – 74	0
75 – 79	0
80 – 84	0
85 – 89	0
90 and older	0
<b>Total</b>	<b>1</b>



### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Beaumont-Cherry Valley Recreation and Park District should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Beaumont-Cherry Valley Recreation and Park District's practices, it is possible that Beaumont-Cherry Valley Recreation and Park District is already complying with some or all of these suggestions.

- We suggest that Beaumont-Cherry Valley Recreation and Park District maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Beaumont-Cherry Valley Recreation and Park District should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Beaumont-Cherry Valley Recreation and Park District should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Beaumont-Cherry Valley Recreation and Park District should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Beaumont-Cherry Valley Recreation and Park District should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Beaumont-Cherry Valley Recreation and Park District's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Beaumont-Cherry Valley Recreation and Park District should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Beaumont-Cherry Valley Recreation and Park District to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Beaumont-Cherry Valley Recreation and Park District. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	1
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	14
Total Number of participants	15

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Beaumont-Cherry Valley Recreation and Park District in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2014 CalPERS Active Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Active Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.



## Total Compensation Systems, Inc.

Mortality Table	2014 CalPERS Retiree Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Retiree Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2009 CalPERS 2.0%@60 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS 2.0%@60 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS 2.7%@55 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS 2.7%@55 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

### Turnover Tables

Turnover Table	2009 CalPERS Turnover for Miscellaneous Employees
Disclosure	The turnover assumptions are based on the 2009 CalPERS Turnover for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	(\$145,519)	(\$100,542)	(\$44,206)

### **Paragraph 53:**

#### **Discount Rate**

The following information is intended to assist Beaumont-Cherry Valley Recreation and

## Total Compensation Systems, Inc.

Park District to comply with Paragraph 53 requirements.

53.a: A discount rate of 7.00% was used in the valuation. The interest rate used in the prior valuation was 7.00%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 38 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d: The interest assumption does not reflect a municipal bond rate.

53.e: Not applicable.

53.f: Following is the assumed asset allocation and assumed rate of return for each.  
CERBT - Strategy 1

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	59.0000	7.7950
All Fixed Income	25.0000	4.5000
Real Estate Investment Trusts	8.0000	7.5000
All Commodities	3.0000	7.7950
Treasury Inflation Protected Securities (TIPS)	5.0000	3.2500

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	(\$49,431)	(\$100,542)	(\$141,274)

### **Paragraph 55: Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

### **Paragraph 56: Additional Net OPEB Liability Information**

The following information is intended to assist Beaumont-Cherry Valley Recreation and Park District to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2019.

The measurement date is June 30, 2020.

56.b: We are not aware of a special funding arrangement.

56.c: There were no assumption changes since the prior measurement date.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer



## **Total Compensation Systems, Inc.**

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56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

### **Paragraph 57:**

#### **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 38 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

### **Paragraph 58:**

#### **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 38 years.

### **Paragraph 244:**

#### **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

**Total Compensation Systems, Inc.**

**APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES**

**EXPERIENCE GAINS AND LOSSES**

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Experience Gains and Losses  
(Measurement Periods)**

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2019	Amounts to be Recognized in OPEB Expense after 2020							
				2020	2021	2022	2023	2024	2025	Thereafter	
2018-19	(\$210,952)	20.7	(\$10,191)	(\$10,191)	(\$190,570)	(\$10,191)	(\$10,191)	(\$10,191)	(\$10,191)	(\$10,191)	(\$139,615)
2019-20	\$12,102	20.7	\$0	\$585	\$11,517	\$585	\$585	\$585	\$585	\$585	\$8,592
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$10,191)</b>	<b>(\$9,606)</b>	<b>(\$179,053)</b>	<b>(\$9,606)</b>	<b>(\$9,606)</b>	<b>(\$9,606)</b>	<b>(\$9,606)</b>	<b>(\$9,606)</b>	<b>(\$131,023)</b>

**Total Compensation Systems, Inc.**

**CHANGES OF ASSUMPTIONS**

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)**

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)									
			Amounts Recognized in OPEB Expense through 2019	2020	Amounts to be Recognized in OPEB Expense after 2020	2021	2022	2023	2024	2025	Thereafter	
2019-20	\$0	0	\$0	\$0	\$0							
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Total Compensation Systems, Inc.

### INVESTMENT GAINS AND LOSSES

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2019	Amounts to be Recognized in OPEB Expense after 2020							
				2020	2021	2022	2023	2024	2025	Thereafter	
2017-18	(\$1,009)	5	(\$404)	(\$202)	(\$403)	(\$202)	(\$201)				
2018-19	\$3,677	5	\$736	\$736	\$2,205	\$736	\$736	\$733			
2019-20	\$13,654	5	\$0	\$2,731	\$10,923	\$2,731	\$2,731	\$2,731	\$2,730		
Net Increase (Decrease) in OPEB Expense			<b>\$332</b>	<b>\$3,265</b>	<b>\$12,725</b>	<b>\$3,265</b>	<b>\$3,266</b>	<b>\$3,464</b>	<b>\$2,730</b>	<b>\$0</b>	<b>\$0</b>



## Total Compensation Systems, Inc.

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### APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

Beaumont-Cherry Valley Recreation and Park District  
 CERBT Strategy 1  
 Entity #: SKB0-3841905426  
 Quarter Ended June 30, 2021



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$487,832.65	\$407,964.20
Contribution	0.00	0.00
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	32,123.06	112,293.84
Administrative Expenses	(62.25)	(229.56)
Investment Expense	(32.99)	(168.01)
Other	0.00	0.00
Ending Balance	\$519,860.47	\$519,860.47
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	(3,617.58)	(3,617.58)
Grand Total	\$516,242.89	\$516,242.89

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	23,398.235	23,398.235
Unit Purchases from Contributions	0.000	0.000
Unit Sales for Withdrawals	0.000	0.000
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	23,398.235	23,398.235
Period Beginning Unit Value	20.849118	17.435677
Period Ending Unit Value	22.217933	22.217933

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22 and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.





**Staff Report**

Agenda Item No. 3.5

**To: Chairman and Board of Directors**

**From: Dodie Carlson, Athletic Coordinator**

**Date: November 3, 2021**

**Subject: Donation to the Engine 57 Baseball Tournament**

**Background and Analysis:**

In October of 2006 the Esperanza fire here in the San Jacinto mountains south of Banning, it took the lives of 5 of our local Forest Service personnel.

The following year on the 1<sup>st</sup> anniversary of those who perished. The family of Jess Mclean held the 1<sup>st</sup> Annual Engine 57 baseball tournament to celebrate their lives and to raise funds for all 1<sup>st</sup> responders and law enforcement families who lose their lives in the line of duty.

We have made a reduction on their bill. In 2018 and 2019 the Board approved a reduction of \$ 1000.00 to the bill for this tournament.

The 14<sup>th</sup> annual tournament was held on October 16-17-2021 with 72 teams.

**Recommendations:**

Staff recommends that the Board approve a reduction in their Facility use bill for the tournament.

**Fiscal Impact:**

The Fiscal impact to the district is \$ 1000.00.

Respectfully Submitted,

*Dodie Carlson,*  
Athletic Coordinator





**Staff Report**

Agenda Item No. **3.6**

**To:** Board of Directors:  
**From:** Kyle Simpson, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** November 10th, 2021  
**Subject:** 2022 Parking Fee Dates

**Background and Analysis:**

The Board annually approves (3) Parking Fee days for BYB during its regular Baseball/Softball 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. The \$5.00 parking fees are used to offset the low cost charged to the children of the community for use of Noble Creek Regional Park ball fields.

**Recommendations:**

Staff recommends the Board approve the 2022 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 5, 2022**, (1) Parking fee day **April 9, 2022**, and (1) Closing Ceremonies Parking Fee **May 21, 2022** with all of the proceeds to be designated to the Improvement Corporation, along with the District **September 16th-18th, 2022** (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, at this time, to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:

Kyle Simpson,  
Activities Coordinator



**Staff Report**

Agenda Item No. **3.7**

**To:** Board of Directors:  
**From:** Kyle Simpson, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** November 10th, 2021  
**Subject:** 2022 Calendar of Events

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District hosts Special Events throughout the year to benefit the community. Each year the dates change slightly due to holidays, park availability and other community events. The District would like to present the following 2022 event dates, all events are subject to change due to weather or other unforeseen natural disaster and reserve the right to change any date as necessary.

1k and 5k Run at Bogart	March 12 <sup>th</sup> , 2022
Welcome Home Vietnam Veterans	March 25 <sup>th</sup> , 2022
Fishing Derby	April 2 <sup>nd</sup> – 3 <sup>rd</sup> , 2022
Spring Fling	April 16 <sup>th</sup> , 2022
Arbor Day	April 29 <sup>th</sup> , 2022
Cinco De Mayo Festival	May 7 <sup>th</sup> , 2022
Memorial Wall *We will be honoring more than one person for the Memorial Wall in 2022 due to not having candidates for the past few years	May 20 <sup>th</sup> , 2022
Beers, Brats, and Bogart Bash	June 11 <sup>th</sup> , 2022
Movies Under the Stars (Every Monday)	June 20 <sup>th</sup> – July 25 <sup>th</sup> , 2022 (No Movie on July 4 <sup>th</sup> )
Oktoberfest	September 16 <sup>th</sup> – 18 <sup>th</sup> , 2022
Pumpkin Carve	October 29 <sup>th</sup> , 2022
Winterfest	December 2 <sup>nd</sup> – December 3 <sup>rd</sup> , 2022

**Recommendations:**

Staff recommends that the Board approves the 2022 Event dates with possibility of changes as the General Manager and Staff deem appropriate.

**Fiscal Impact:**

Each event has its own fiscal impact on the district and has been presented in the FY 21/22 and FY 22/23 Budget.

Respectfully Submitted:

Kyle Simpson,  
Activities Coordinator



**Staff Report**

Agenda Item No. **3.8**

**To:** Board of Directors:

**From:** Kyle Simpson, Activities Coordinator

**Via:** Duane Burk, General Manager

**Date:** November 10, 2021

**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 which benefit our local community. This year there are (5) individuals license agreements for your consideration.

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

Staff Recommends:

1. No increased rates to Facility use License Agreements for users in 2022.
2. Consider adding an "EMON" meter to Thunder Alley Raceway to 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





## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2022 and December 31, 2022 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 January 6<sup>th</sup>, February 3rd, March 3rd, April 7th, May 14th, September 1<sup>st</sup>, October 6<sup>th</sup>, November 3rd, and December 1st from 8:00AM-2:00PM for BOARD MEETINGS; February 12<sup>th</sup>, May 14<sup>th</sup>, October 22nd, November 19<sup>th</sup>, December 29<sup>th</sup> 3:00PM-10:00PM for SPECIAL EVENTS; AND January 27<sup>th</sup>, February 24th, March 28th, March 31st, April 28<sup>th</sup>, May 26<sup>th</sup>, August 4<sup>th</sup>, September 2<sup>nd</sup>, October 27<sup>th</sup>, November 17<sup>th</sup> 11:00am-1:00pm FOR REGULAR MEETINGS
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. 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.



# Beaumont-Cherry Valley Recreation and Park District

3.8.1

- iii. BEAUMONT WOMAN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
  - iv. In the case there are more than 25% ROOM CAPACITY, BEAUMONT WOMAN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
- III. This agreement includes access to 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.
- IV. BCVRPD will give notice to BEAUMONT WOMAN'S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. BEAUMONT WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BEAUMONT WOMAN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMAN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMAN'S CLUB, INC. fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMAN'S CLUB, INC. chooses to store in or around the facility.
- i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.





# Beaumont-Cherry Valley Recreation and Park District

3.8.1

- 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.
- VII. BEAUMONT WOMAN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
  - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (tatielaine23@yahoo.com).
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- IX. BEAUMONT WOMAN'S CLUB, INC. 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 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.
  - iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.





# Beaumont-Cherry Valley Recreation and Park District

3.8.1

- iv. BEAUMONT WOMAN'S CLUB, INC. shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - v. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons will be recommended to wear masks while participating in MEETINGS AND EVENTS
  - vi. BEAUMONT WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. 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.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**



# Beaumont-Cherry Valley Recreation and Park District

3.8.1

- XVII. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. 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.
- XIX. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XX. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIII. 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.
- XXIV. FORCE MAJEURE
  - i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BEAUMONT WOMAN'S CLUB, INC. waives any right of recovery against BCVRPD and BEAUMONT WOMAN'S CLUB, INC. shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.





XXV. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, naming BCVRPD as additional insured.

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

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

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

ii. **Minimum Limits of Insurance:** BEAUMONT WOMAN'S CLUB INC. shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit 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 an 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, 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.
- 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 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:** BEAUMONT WOMAN'S CLUB, INC. shall report to the BCVRRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.

- XXVI. BEAUMONT WOMAN'S CLUB, INC. shall indemnify, defend, and hold harmless (BCVRRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BEAUMONT WOMAN'S CLUB, INC. use or occupancy of a facility or property controlled by the (BCVRRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRRPD), its officers, employees, or agents.
- XXVII. 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 BCVRRPD 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 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. BEAUMONT WOMAN'S CLUB, INC. 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.
- 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:
  - i. Beaumont-Cherry Valley Recreation and Park District



# Beaumont-Cherry Valley Recreation and Park District

3.8.1

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

XXXII. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXIII. 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

\_\_\_\_\_  
Eliana G. Conner, President (Beaumont  
Woman's Club)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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 REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between January 1, 2022 and December 31, 2022 for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

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

### TERMS

- I. BCVRPD shall authorize BYB/SB rental of NOBLE CREEK REGIONAL PARK, for SPRING SEASON PRACTICES and GAMES to begin January 1, 2022 through JULY 31, 2022 FIELDS 1-7 AND MEADOW MONDAY through SATURDAY, EAST END OF MEADOW TO BE RESERVED FOR T-BALL ONLY DUE TO FITNESS COURT USER SAFETY. PRACTICES AND GAMES TO RUN MONDAY THROUGH SATURDAY FIELDS 1-7 for REGULAR SEASON. BCVRPD shall authorize BYB/SB rental of Regular of NOBLE CREEK REGIONAL PARK FALL SEASON PRACTICES AND GAMES September 7<sup>th</sup> through NOVEMBER 18<sup>th</sup> on FIELDS 1-7 and the SOCCER MEADOW MONDAY through FRIDAY. Season PRACTICES AND GAMES to work around existing practice field rentals and BCVRPD Softball leagues.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK BALL FIELDS or any other property of the District for any other reason through the District office at regular rental prices.



## Beaumont-Cherry Valley Recreation and Park District

3.8.2

- iii. BYB/SB is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
  - iv. In the case there are more than 25% ROOM CAPACITY, BYB/SB shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
  - v. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the District for any other reason through the District office at regular rental prices.
  - vi. 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.
  - vii. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings in 2022: (1) manager meeting on January 29th, (2) team parent meetings February 2<sup>nd</sup> and February 3<sup>rd</sup>, and (2) Scorekeeper clinics February 16<sup>th</sup> and February 28<sup>th</sup>.
- III. This agreement includes full access to NOBLE CREEK REGIONAL PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK REGIONAL PARK BALL FIELDS will not be the responsibility of BCVRPD.
- 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.
- IV. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS.





## Beaumont-Cherry Valley Recreation and Park District

3.8.2

- i. BYB/SB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BYB/SB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BYB/SB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke BYB/SB right to use of the facility under this agreement should BYB/SB fail to comply with any provision of this section.
- VI. 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 REGIONAL 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: )**
- VII. BYB/SB agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.  
**(Received: )**
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
  - iii. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL. \$167.00 for West snack bar per month and \$1.00 for East snack bar from January 1, 2022 – June 30, 2022.
  - iv. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL \$600.00 per snack bar per month July 1, 2022 – December 31, 2022





- v. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL Pay for the snack bars propane, electrical, and alarm service from January 1, 2022 – December 31, 2022.
  - vi. \$300.00 per year for Sewer cleaning.
  - vii. Payable within (10) days after Finance Services Technician invoices for the month and emails to swagarch22@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.
- IX. 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.
  - iii. BYB/SB shall not permit gatherings beyond that of MEETINGS, PRACTICES, AND GAMES before or after building/FACILITY use.
  - iv. BYB/SB shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at NOBLE CREEK REGIONAL PARK BALL FIELDS.
  - v. BYB/SB members, volunteers, and/or patrons will be recommended to wear masks while participating in MEETINGS, PRACTICES, AND GAMES.
  - vi. BYB/SB agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the NOBLE CREEK REGIONAL PARK BALL FIELDS with CDC approved COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.
- XI. 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.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



## Beaumont-Cherry Valley Recreation and Park District

3.8.2

- XIII. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK REGIONAL PARK should become unavailable due to an emergency.
- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. 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.
- XV. BYB/SB will provide the District a list of anyone that has been issued keys and for what location. **(Received: )**
- XVI. BYB/SB shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any BYB/SB volunteers or Board members entering the building for business.
- XVIII. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XIX. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XX. 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.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. 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.
- XXIII. BYB/SB agrees to charge parking fees for All-Star Boys Warm up Tournament JUNE 8th, 2022 – JUNE 13th, 2022, Softball All-Stars “C” District June 17<sup>th</sup>, 2022 – 19<sup>th</sup> 2022.





- 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.

XXIV. FORCE MAJEURE

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

XXV. 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.

XXVI. 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.

XXVII. Any volunteers operating a motorized vehicle must have a valid CA driver’s license and insurance.

XXVIII. BYB/SB shall not assign or attempt to assign any portion of this agreement.

XXIX. 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.

XXX. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from January 31, 2022 – June 30, 2022. 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.

XXXI. Noble Creek Regional Park is one of Riverside County’s Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be 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.

XXXII. 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:
    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 an 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
  - 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.
- 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.



- XXXIII. BYB/SB shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BYB/SB use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIV. 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.
- XXXV. 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.
- XXXVI. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXVII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
  - ii. BYB/SB Steve Wagner  
9757 Kehl Canyon Rd.  
Cherry Valley, CA 92223



# Beaumont-Cherry Valley Recreation and Park District

3.8.2

XXXIX. This agreement is to be effective on January 1, 2022 and end on December 31, 2022. 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)

\_\_\_\_\_  
Steve Wagner, President(BYB/SB)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223 AND FRANCO GARDENS located at 390 W. Oak Valley Parkway.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between January 1, 2022 and December 31, 2022 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 2022 DATE REQUESTS for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
- II. 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.
- III. Building availability and ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP FOR 2022 ARE NOT GUARANTEED.





- ii. CATCH A STAR THEATRICAL PLAYERS is permitted to host MEETINGS AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
  - iii. In the case the ROOM CAPACITY exceeds the mandated requirement at the time of use; CATCH A STAR THEATRICAL PLAYERS shall assign time slots to users to maintain groups as to not exceed the specified capacity at said time of use PER GOVERNOR'S ORDERS, as they are updated.
- IV. 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.
- V. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- VI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. CATCH A STAR THEATRICAL PLAYERS shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. CATCH A STAR THEATRICAL PLAYERS agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. CATCH A STAR THEATRICAL PLAYERS further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke CATCH A STAR THEATRICAL PLAYERS right to use of the facility under this agreement should CATCH A STAR THEATRICAL PLAYERS fail to comply with any provision of this section.
- VII. 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

**VIII.** CATCH A STAR THEATRICAL PLAYERS agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**

**IX.** 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 ([castplayers00@gmail.com](mailto:castplayers00@gmail.com) and [rjmeinhold35@gmail.com](mailto: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.

**X.** 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 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.
  - v. CATCH A STAR THEATRICAL PLAYERS shall not permit gatherings beyond that of AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP before or after building use.
  - vi. CATCH A STAR THEATRICAL PLAYERS shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - vii. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and/or patrons will be recommended to wear masks while participating in AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
  - viii. BEAUMONT WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- XI. 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.
  - XII. 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.
  - XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
  - XIV. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS



# Beaumont-Cherry Valley Recreation and Park District

3.8.3

to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.

- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. 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.
- XVI. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**
- XVII. CATCH A STAR THEATRICAL PLAYERS shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. CATCH A STAR THEATRICAL PLAYERS will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any CATCH A STAR THEATRICAL PLAYERS volunteers or Board members entering the building for business.
- XIX. FORCE MAJEURE
  - i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CATCH A STAR THEATRICAL PLAYERS waives any right of recovery against BCVRPD and CATCH A STAR THEATRICAL PLAYERS shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.
- XX. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XXI. 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.
- XXII. 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.

- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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:
    - 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,
  - 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 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 insurance claims submitted by CATCH A STAR THEATRICAL PLAYERS in connection with this agreement.

XXVII. CATCH A STAR THEATRICAL PLAYERS shall indemnify, defend, and hold





harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CATCH A STAR THEATRICAL PLAYERS use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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. CATCH A STAR THEATRICAL PLAYERS  
PO BOX 125  
Beaumont CA 92223



# Beaumont-Cherry Valley Recreation and Park District

3.8.3

XXXIII. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. 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





## Page 2, Input for Facility License Agreement (Women's Club)

### February

Mon, 1/31, 6-10 pm; Tues, 2/1, 6-10 pm; Wed, 2/2, 6-10 pm; Thu, 2/3, 6-10 pm; Sat, 2/5, 11 am-6 pm; Mon, 2/7, 6 - 10 pm; Tue, 2/8, 6-10 pm; Wed, 2/9, 6-10 pm; Thu, 2/10, 6-10 pm; Sat, 2/12, 11 am-6 pm; Mon, 2/14, 6-10 pm; Tue, 2/15, 6-10 pm; Wed, 2/16, 6-10 pm; Thu, 2/17, 6-10 pm; Sat, 2/19, 1-10 pm (performance); Sun, 2/20, 10 am-6 pm (performance); Wed, 2/23, 6-10 pm; Fri, 2/25, 1-10 pm (performance); Sat, 2/26, 1-10 pm (performance); Sun 2/27, 10 am-8 pm (performance)

### March

Mon, 3/7, 6-9 pm; Mon, 3/14, 6-9 pm; Tue, 3/15, 6-9 pm; Mon 3/28, 6 -10 pm; Tue 3/29, 6 -10 pm; Wed 3/30, 6-10 pm; Thu 3/31, 6-10 pm

### April

Mon, 4/4, 6-10 pm; Tue, 4/5, 6-10 pm; Thu, 4/7, 6-10 pm; Mon, 4/11, 6-10 pm; Tue, 4/12, 6-10 pm; Wed, 4/13, 6-10 pm; Thu, 4/14, 6-10 pm; Sat, 4/16, 9 am-5 pm (set); Sun 4/17, 9 am-5 pm (set); Mon 4/18, 6-10 pm; Tue, 4/19, 6-10 pm; Wed, 4/20, 6-10 pm; Thu, 4/21, 6-10 pm; Sat, 4/23, 9 am-5 pm (set); Sun, 4/24, 9-5 pm (set); Mon, 4/25, 6-10 pm; Tue, 4/26, 6-10 pm; Wed, 4/27, 6-10 pm; Thu, 4/28, 6-10 pm

### May

Mon, 5/2, 6-10 pm; Tue, 5/3, 6-10 pm; Wed, 5/4, 6-10 pm; Thu, 5/5, 6-10 pm; Mon, 5/9, 6-10 pm; Tue, 5/10, 6-10 pm; Wed, 5/11, 6-10 pm; Thu, 5/12, 6-10 pm; Fri, 5/13, 2-10 pm (performance); Sat, 5/14, 2-10 pm (performance); Sun, 5/15, 10 am-6 pm (performance); Wed, 5/26, 6-10 pm; Fri, 5/28, 2-10 pm (performance); Sat, 5/29, 2-10 pm (performance); Sun, 5/30, 10 am-8 pm (performance)

### June

### July

Mon, 7/4, 6-9 pm; Mon 7/11, 1-5 pm, Tue 7/12, 1-5 pm; Wed, 7/13, 1-5 pm; Thu, 7/14, 1-5 pm; Fri 7/15, 1-5 pm; Mon, 7/18, 1-5 pm; Tue, 7/19, 1-5 pm; Wed, 7/20, 1-5 pm; Thu, 7/21, 1-5 pm; Fri, 7/22, 1-5 pm; Mon 7/25, 1-5 pm; Tue 7/26, 1-5 pm; Wed 7/27, 1-5 pm; Thu 7/28, 1-5 pm Fri 7/29, 1-5 pm Sat, 7/30, 9-5 pm,



## Page 3, Input for Facility License Agreement (Women's Club)

### August

Mon, 8/15, 6-10 pm; Tue, 8/16, 6-10 pm; Mon, 8/22, 6-10 pm; Tue, 8/23, 6-10 pm; Wed, 8/24, 6-10 pm; Thu, 8/25, 6-10 pm; Mon 8/29, 6-10 pm; Tue 8/30, 6-10 pm; Wed 8/31, 6-10 pm

### September

Thu, 9/, 6-10 pm; Mon, 9/5, 6-10 pm; Tue, 9/6, 6-10 pm; Wed, 9/7, 6-10 pm; Thu, 9/8 6-10 pm; Sat 9/10, 9 am-5 pm (set); Sun 9/11, 9 am-5 pm (set); Mon, 9/12, 6-10 pm; Tue, 9/13, 6-10 pm; Wed, 9/14, 6-10 pm; Thu, 9/15, 6-10 pm; Mon, 9/19, 6-10 pm; Tue, 9/20, 6-10 pm; Wed, 9/21, 6-10 pm, Thu, 9/22, 6-10 pm; Mon, 9/26, 6-10 pm, Tue, 9/27, 6-10 pm; Wed, 9/28, 6-10 pm; Thu, 9/29, 6-10 pm

### October

Mon, 10/3, 6-10 pm; Tue, 10/4, 6-10 pm; Wed, 10/5, 6-10 pm; Thu, 10/6, 6-10 pm; Fri 10/7, 2-10 pm (performance); Sat, 10/8, 2 - 10 pm (performance); Sun 10/9, 11 am - 6 pm (performance); Wed, 10/13, 6-10 pm; Sat, 10/15, 1-10 pm (performance), Sun, 10/16, 10 am-8 pm (performance); Mon 10/17, 6-10 pm; Tue 10/18, 6-10 pm; Mon 10/24, 6-10 pm; Tue 10/25, 6-10 pm; Wed 10/26, 6-10 pm; Thu 10/27, 6-10 pm; Mon 10/31, 6-10 pm

### November

Tue, 11/1, 6-10 pm; Wed 11/2, 6-10 pm; Thu 11/3, 6-10 pm; Mon 11/7, 6-10 pm; Tue 11/8, 6-10 pm; Wed 11/9, 6-10 pm; Thu 11/10, 6-10 pm; Sat 11/12, 9 am - 5 pm (set); Sun 11/13, 9 am-5pm; Mon 11/14, 6-10 pm; Tue 11/15, 6-10 pm; Wed 11/16, 6-10 pm; Thu 11/17, 6-10 pm; Mon 11/21, 6-10 pm; Tue 11/22, 6-10 pm; Wed 11/23, 6-10 pm; Mon 11/28, 6-10 pm; Tue 11/29, 6-10 pm; Wed 11/30, 6-10 pm

### December

Thu 12/1, 6-10 pm; Mon 12/5, 6-10 pm; Tue 12/6, 6-10 pm; Wed 12/7, 6-10 pm; Thu 12/8 6-10 pm; Sat 12/10, 2-10 pm (performance); Sun 12/11, 10 am-5 pm Performance; Wed 12/14, 6-10 pm; Sat 12/17, 2-10 pm (performance); Sun 12/18 10 am-8 pm (performance)



## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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, 2022 and December 31, 2022 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 8:00AM – 12:00PM AND SUNDAY EVENINGS WHEN NOT RENTED BY BCVRPD for CHURCH SERVICES.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. 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.
  - iii. BCVRPD will give notice to CHURCH FOR FAMILY if there is any other event scheduled in the building on Sundays after their morning services.
  - iv. CHURCH FOR FAMILY is permitted to host CHURCH SERVICES, MEETINGS, AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor’s Orders or the colored tier system, as they are updated.
  - v. In the case there are more than 25% ROOM CAPACITY, CHURCH FOR FAMILY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR’S ORDERS, as they are updated.





## Beaumont-Cherry Valley Recreation and Park District

3.8.4

- III. 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.
- IV. 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 their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
  - i. CHURCH FOR FAMILY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. CHURCH FOR FAMILY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. CHURCH FOR FAMILY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke CHURCH FOR FAMILY right to use of the facility under this agreement should CHURCH FOR FAMILY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that 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.
  - 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.





# Beaumont-Cherry Valley Recreation and Park District

3.8.4

- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. \$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.
- VIII. CHURCH FOR FAMILY, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**
- IX. 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.
  - iii. CHURCH FOR FAMILY shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
  - iv. CHURCH FOR FAMILY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at GRANGE.
  - v. CHURCH FOR FAMILY members, volunteers, and/or patrons will be recommended to wear masks while participating in CHURCH SERVICES AND EVENTS.
  - vi. CHURCH FOR FAMILY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the GRANGE with CDC approved COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of 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.
  - 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





# Beaumont-Cherry Valley Recreation and Park District

3.8.4

GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.

- XI. 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.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIII. 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.
- XIV. 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.
- XV. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued keys and for what locations. **(Received: )**
- XVI. CHURCH FOR FAMILY shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. 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.
- XVIII. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued the assigned alarm code. **(Received: )**
- XIX. 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.
- XX. 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.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. 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.
  - 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.



XXIII. FORCE MAJEURE

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

XXIV. 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.
- 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,
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.

XXV. CHURCH FOR FAMILY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CHURCH FOR FAMILY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.





# Beaumont-Cherry Valley Recreation and Park District

3.8.4

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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

XXXI. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. 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)

\_\_\_\_\_  
Paul Newell, Pastor (CHURCH FOR FAMILY)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 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 REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between JANUARY 1, 2022 and December 31, 2022 for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability and personnel to operate such an RC RACEWAY TRACK.

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

### TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK REGIONAL PARK, on REGULAR OPERATING HOURS: CLOSED MONDAY, TUESDAY, AND WEDNESDAY, 6PM-10PM THURSDAY AND FRIDAY, 10AM-6PM SATURDAY AND SUNDAY to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK. SPECIAL EVENT DATES INCLUDE JANUARY 8<sup>th</sup>, JANUARY 21<sup>st</sup>-23<sup>rd</sup>, FEBRUARY 12<sup>th</sup>, FEBRUARY 26<sup>th</sup>, MARCH 19<sup>th</sup>, APRIL 9<sup>th</sup>, APRIL 23<sup>rd</sup>, MAY 14<sup>th</sup>, MAY 28<sup>th</sup>, JUNE 11<sup>th</sup>, June 18<sup>th</sup>, JULY 2<sup>nd</sup>, JULY 9<sup>th</sup>, JULY 23<sup>rd</sup>, AUGUST 6<sup>th</sup>, AUGUST 20<sup>th</sup>, SEPTEMBER 10<sup>th</sup>, SEPTEMBER 24<sup>th</sup>, OCTOBER 8<sup>th</sup>, OCTOBER 21<sup>st</sup>-23<sup>rd</sup>, NOVEMBER 12<sup>th</sup>, NOVEMBER 26<sup>th</sup>, and DECEMBER 10<sup>th</sup>
- II. Building/facility availability and ALL EVENTS are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. 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





# Beaumont-Cherry Valley Recreation and Park District

3.8.5

- office at regular rental prices.
- iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is permitted to host RACES AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
  - iv. In the case there are more than 25% ROOM CAPACITY, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
- III. This agreement includes access to NOBLE CREEK REGIONAL PARK and surrounding parking, Specialty equipment needed to operate NOBLE CREEK REGIONAL PARK will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
  - ii. The dog park/tennis court parking lot spaces are not to be used by ANDREW TROTTER, THUNDER ALLEY RC RACEWAYS patrons, employees, or volunteers except appropriate Handicap placard vehicles.
  - iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.
  - iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.
- IV. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical



# Beaumont-Cherry Valley Recreation and Park District

3.8.5

distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

- iv. BCVRPD reserves the right to immediately revoke ANDREW TROTTER, THUNDER ALLEY RC RACEWAY right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items. **(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.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
  - ii. (\$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 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.
- VIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL





# Beaumont-Cherry Valley Recreation and Park District

3.8.5

PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement. **(Received: )**

- IX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THUNDER ALLEY RC RACEWAY.
  - iii. All ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be required to wear masks while participating in practices, races, and events at THUNDER ALLEY RC RACEWAY.
  - iv. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be limited to gatherings of 10 total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated; at any given time for each practice, race, or event.
  - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the THUNDER ALLEY RC RACEWAY with CDC approved COVID-19 viral cleaning products.
  - vi. 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.
  - vii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
  - viii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to inform BCVRPD ACTIVITIES COORDINATOR two weeks in advance when additional trash cans are to be used. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will make arrangements for the additional trash bins needed. BCVRPD will allot space for additional trash bins.



## Beaumont-Cherry Valley Recreation and Park District

3.8.5

- X. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY's use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- XII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- XIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIV. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XV. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY should become unavailable due to an emergency.
- XVI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss to BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be charged the cost for the re-keying of the building and for manufacture of new keys.
  - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must supply the District one key to property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what locations.





**(Received: )**

- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.
- XIX. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys. **N/A**
- XX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued the assigned alarm code. **N/A**
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXIII. FORCE MAJEURE

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

- XXIV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
  - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users



# Beaumont-Cherry Valley Recreation and Park District

3.8.5

and District representative in a professional and courteous manner at all times.

- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIX. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).
- XXX. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
  - i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all 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);





# Beaumont-Cherry Valley Recreation and Park District

3.8.5

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. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the



permitted activity, coverage must include full liquor liability

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





be called upon to contribute with it in anyway.

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



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

ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall guarantee that, at the option of the BCVRPD, either:

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

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 this agreement.

XXXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY





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

XXXIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment 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.

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

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

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

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



# Beaumont-Cherry Valley Recreation and Park District

3.8.5

- XXXVII. 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.
- XXXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
  - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY  
c/o Andrew Trotter  
2851 S. La Cadena Dr. SP#251  
Colton CA 92324
- XXXIX. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. 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





**Staff Report**

Agenda Item No. **3.9**

**To:** Board of Directors:

**From:** Nancy Law, Financial Services Technician/Office Manager

**Via:** Duane Burk, General Manager

**Date:** November 10<sup>th</sup>, 2021

**Subject:** Approval new four inch irrigation line and two inch domestic line. (NCRP)

**Background and Analysis:**

Water lines in Noble Creek Regional Park have been deteriorating for the past few years District staff has been repairing the leaks throughout the park in this area for the past six years. In fiscal year budget 2020/2021 the Board approved an expenditure to replace a portion of the deteriorated pipe. Unfortunately, the District did not have any record of the location or type of material. Hence, this made the project extremely difficult.

The project limits of the waterline replacement were from the toe of the dirt road through the grass and concrete up to and through the quad and field one. As I stated the District had really no record of the existing water or electrical system. As a result, this project became labor intensive and we were not able to define a scope of work and relied on a design build for time and material. Staff contacted Merlin Johnson construction to provide labor for the installation and the District provided material. Moreover, due to the COVID pandemic materials increased in costs and were not readily available.

This project started in the middle of September and ended at the end of October many direct buried electrical line and water lines were uncovered and a new alignment was placed for the water lines. Also, we had Land Engineering add the new installation to our Noble Creek Regional Park as built.

**Recommendations:**

Staff recommends that the Board review, comment and approve labor and material bills to Merlin Johnson Construction in the amount of \$186,309.56.

**Fiscal Impact:**

\$186,309.56 staff requests funding from Capital Reserve.

Respectfully Submitted,

Nancy Law  
Financial Services Technician/Office Manager





## Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Nancy Law, Financial Services Technician/Office Manager  
**Date:** November 10<sup>th</sup>, 2021

The Finance Committee met Monday, November 8<sup>th</sup>, 2021 to review October 2021 Financial Reports for Fiscal Year 2021-2022.

The Monthly Financial Report consisted of the Apportionment Schedule Spreadsheet and Historical Graph, Profit & Loss Budget vs. Actual, Trial Balance, 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 as of November 3<sup>rd</sup>, 2021.

The Financial Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for October 2021, bringing our Reserve balance to \$315,233.26, and transferred into the Money Market account \$7,500.00 monthly contributions for October 2021 bringing our balance to \$90,003.75. November 6<sup>th</sup>, 2021 I will issue our first loan payment in the amount of \$87,217.18.

### **Additional items:**

- ❖ Finance conducted on 10/4/2021 a Casual Rec Assistant Interview.
- ❖ Finance worked Summer Concert Series on 10/16/2021.
- ❖ Finance attended on 10/20/2021 Pumpkin Carve & Beers, Brats and Bogart Bash Meeting.
- ❖ Finance worked Pumpkin Carve on 10/23/2021.
- ❖ Finance attended CSDA Board Secretary Conference on 10/25/2021 – 10/27/2021 with Ryann Flores, where I attended classes; 55 Ways to add Disney Magic to your Organization, Recognizing Employee Contributions, Project5 Management and Project5 Leadership: you need both, Recent Developments in the Law for Special District, Elevating the Role of Executive Assistant into a Strategic Business Partner, Key Communication Tips, Data Automation vs. Manual Tasks?, & How to Rock your Next Performance Evaluation.
- ❖ Finance worked Beers, Brats and Bogart Bash on 10/30/2021
- ❖ Finance worked with Auditors to Finish FY 19/20 Audit.

**Recommendations:** This report is for informational purposes only.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Nancy Law", is written over a horizontal line.

Nancy Law  
Financial Services Technician/Office Manager



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors

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

**Date:** November 10, 2021

**Employees:**

We have 26 employees. Two casual recreation assistants were hired.

**Reports:**

**Workers Compensation Cases/Incidents/Accidents** – No workers compensation cases. Fifty-nine days since our last employee accident.

CAPRI has rescheduled their District visitation for December 7, 2021.

The (roll forward) Actuarial Study of Retiree health liabilities has been completed. A full valuation will be completed next year.

**Training:**

- Ryann Flores and Nancy Law attended the 2021 Board Secretary/Clerk Conference.
- Janet attended the first in a series of three CAPRI webinars. The topic was Workers Compensation.

**Other:**

- October employee of the month was celebrated. Alyssa Zaragoza received the award. November's celebration is scheduled for November 24 @ noon in the Copper room.
- Holiday party is scheduled for Friday, December 17, 2021 @ the Grange Community Center 5:00 – 9:00pm. Invitation attached.
- Thank you to Ryann Flores for completing the employee newsletter, attached.
- Duane Burk will be the guest speaker at the Calimesa Chamber Breakfast on February 8, 2022 @ 8:00am
- All Directors E-mails have been verified to be working.

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

Respectfully Submitted,

*Janet Covington*

Janet Covington, Human Resources Administrator/Clerk of the Board





**Department Report**

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Nancy Law, Financial Services Technician/Office Manager  
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**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

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Kyle Simpson, Activities Coordinator  
**Date:** November 10th, 2021

---

#### Facility Users:

Facility Rentals have been ongoing  
COVID-19 Testing Facility at the Woman's Club will continue through December 31st, 2021.  
There are currently 2 different skating groups renting out the hockey rink weekly  
The Yoga Connection is at Noble Creek Community Center Monday through Wednesday  
Heart and Soul Line Dancing is at Noble Creek Community Center on Mondays  
Beaumont Library Story Time is at Noble Creek Community Center on Tuesdays  
Tennis instruction is ongoing at the Tennis Courts Tuesdays and Saturdays  
Square dancing classes have started at the Grange on Wednesdays

#### District Events:

Pumpkin Carve October 23rd 11:00am-2:00pm

Pumpkin Carve went well

There were a lot of kids there and we sold most of the Pumpkins

The games were a big success and it looked like everyone had a great time

Greenthumb donated Pumpkins for the event

Grocery outlet and Food 4 Less donated candy for the event

Stater bros donated some cakes for the event

Beer, Brats, and Bogart October 30th 12:00pm-4:00pm

This new event was a great success

I got compliments on Retroblast Band

People really liked the beer, Buenaveza, Coconut Porter, and Mango hefeweizen just about sold out

The Craft Lounge was a big help in the event

I want to thank the beer pourers for all of their hard work

It was nice to have an event to showcase Bogart

Winterfest December 3rd 5:00pm-9:00pm and December 4th 2:00pm-8:00pm

Vendor applications have been sent out

Snow hill contract has been started

Art Welch will be playing Santa

Beaumont Music Center, Dance Spectrum, and Heart and Soul Line will be performing

## **Community Events/Meetings/Networking**

Nancy, Ryann, and I participated in the Bank of Hemet Trunk or Treat

We will be participating in the City of Beaumont Veterans Day Parade on 11/11/2021

I will be attending the Calimesa Chamber Breakfast on 11/9/21

I will be attending the Beaumont Chamber Breakfast on 11/12/21

I attended the CAPRI Workers' Compensation webinar on 11/2/2021

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



Respectfully Submitted,

Kyle Simpson, Activities Coordinator



Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Aaron Morris, Maintenance Foreman  
**Date:** 11/10/2021

**Report:**

Good Evening Board,

I hope everyone is staying safe and healthy; I want to thank everyone for the ongoing support for my family. As I prepare for my leave of absence, I would like to thank Duane and Staff in advanced for handling my duties while I am away.

Here are a few items the Maintenance Department has been working on:

**Work Items:**

- Fields 2/3 are undergoing renovations, so far they have been Aerated, Renovated, over seeded, and both fields had their backstop and outfield fencing repaired.
- Staff attended and received some training for sprinkler head installation by Hunter Irrigation.
- Staff assisted in setting up and tearing down the Beers, Brats, and Bogart Bash
- The new steel bridge has been set over the main stream near the pond.
- The pond was restocked on October 29<sup>th</sup> with 1000 pounds of Trout. 700 pounds of German Brown Trout, and 300 pounds of Lightning Trout.
- Merlin Johnson completed the recent 2 inch and 4 inch water mainline installations and has patched up all potholes from the construction.
- The new building in the Maintenance Yard has been plastered, dry walled, and painted inside.
- Staff has continued reducing the rodent population.

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

Respectfully Submitted,

Aaron Morris  
Maintenance Foreman





## BEAUMONT-CHERRY VALLEY

### RECREATION & PARK DISTRICT

#### Department Report

**To:** Chairman and Board of Directors  
**From:** Dodie Carlson, Athletic Coordinator  
**Date:** November 1, 2021

#### Reports:

The fall adult ball season is under way. We have a packed house with 39 teams again this season. We have 6 Monday women's, 7 Tuesday men's, 14 Thursday Co-Ed, and 12 Sunday Co-Ed teams. So far we are on track to finish by Christmas, even with the field closures and rain. We have been able to keep everything on track..

We held the Oktoberfest Slow Pitch tournament on September 10<sup>th</sup>-11<sup>th</sup> we had 8 teams with 64 Sports taking the win. Our net profit was \$ 665, although it was probably more, I know a lot of the winners were not able to make it back by Oktoberfest, which is what their prizes were. The Spooky Spectacular was held on 10-29-21 we finished with the 8 teams all in one night. 64 Sports were the winners again great ball was had by all. The profits from this tournament were \$ 833. So we will be able to take care of Winter Wish and still have some for the BCVRPDIC

The calendar for October is semi full. We have had fields 1-4 closed for water line construction, so the remaining fields are packed. We are almost completely open with all fields, which make's everyone happy.

I would like to thank the Board of Directors, General Manager, and staff for their constant work on this district. I am excited to see the improvements to the fields and facilities here at Noble Creek that we will be working on this soon. We will be looking sharp when we can get back to filling these fields every weekend with tournaments.

#### Other:

BYB will be wrapping up the fall ball season November 19, 2021. Spring sign ups will be starting November 11, 2021 with a Black Friday special Thanksgiving weekend.

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

Respectfully Submitted,

Dodie Carlson, Athletic Coordinator