BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

BOARD OF DIRECTORS MEETING AGENDA REVISED 11/5/26

Thursday, November 5th, 2026
Regular Meeting: 5:45p.m.
Noble Creek Community Center
390 W. Oak Valley Parkway, Beaumont, CA 92223

Chair
Janet Covington

Vice Chair/Secretary
John Flores

Treasurer
Chris Diercks

Directors
Christian Linnemann
Nicholas Hughes

General Manager
Mickey Valdivia

General Counsel
Albert Maldonado
BB&K

This meeting is being held in person.
Remote access is available for the convenience of the public. Please note that in the case of audio/video failure, the board meeting will continue.
To join via Zoom, click here: BCVRPD Board Meeting
To join the meeting by telephone, call: 1(669)900-6833.
Meeting ID: 323 943 4355.

REGULAR SESSION:

1. **CALL TO ORDER**
   - 1.1 Roll Call

CLOSED SESSION: None

2. **PUBLIC COMMENTS REGARDING CLOSED SESSION:** N/A
3. **RECONVENE FROM CLOSED SESSION:** N/A
4. **ADJUSTMENTS TO THE AGENDA:**
5. **PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to kaylee@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. There is a three (3) minute limit on public comments.
6. **INFORMATIONAL PRESENTATION UPDATES AND POLICY REVIEW:**
   - 6.1. Winterfest 2026 – Noble Creek Community Center
7. **DEPARTMENT HIGHLIGHTS:**
   - 7.1. Noah Valdivia, Athletic Facilities Manager
8. **PASS AREA YOUTH BASEBALL & SOFTBALL LEAGUE**
   - 8.1. Fall Ball 2026 Update
9. **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).
   - 9.1. Minutes of October 14th, 2026 Board Meeting and October 28th, 2026 Special Board Meeting
   - 9.2. Approval of 2027 Facility Use License Agreements
10. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**
    - 10.1. Consideration of 2027 Facility Use License Agreement for Thunder Alley RC Track

10.2. Approval to Enter into an Agreement with William Morton Trust for Supplemental Funding for Future Proposition 4 Projects
10.3. Public Forum: Community Input on Future Park Development and Recreational Programs
10.4. Consideration and Direction Regarding Development of the Dan Hughes Employee Health and Wellness Program
10.5. Approval of Quimby Funds Not to Exceed $20,000 for Field 1C Fencing and Backstop Improvements at Noble Creek Regional Park
10.6. Approval to Borrow Up to $20,000 from District Reserves for Geotechnical Soils Investigation – Proposition 4 Noble Creek Regional Park Lighting Project
10.7. Authorization to Award Contract for Noble Creek Community Center ADA Restroom Improvement Project

11. REPORTS - STAFF:

11.1. Assistant General Manager, Deidre Chatigny
- Class & Comp Study Update
- BCVRPD Website Updates

11.2. General Manager, Mickey Valdivia
- Prop 4 Update
- Project Update

11.3. General Counsel, Albert Maldonado
11.4. Clerk of the Board, Kaylee Fuerte
- SB 827 Fiscal & Financial Training
- Sexual Harassment Avoidance/Ethics Training

12. CALENDAR OF EVENTS:

12.1. Next BCVRPD Board Meeting: NCCC – Wednesday December 9th, 2026, 5:30p.m.
12.2. Next BCVRPIC Board Meeting: NCCC – Wednesday, December 23rd, 2026, 5:30p.m.
12.3. Committee Meetings
- Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center, next meeting, TBD.
- Finance Committee – third Tuesday monthly, 3:00p.m., next meeting November 17th, 2026, NCCC.
- Foundation Finance Committee – third Tuesday monthly, 4:00p.m., next meeting November 17th, 2026, NCCC.
- Personnel Committee – first Tuesday monthly, 12:00p.m., next meeting December 1st, 2026, NCCC.
- Policy Committee – third Wednesday monthly, 10:30a.m., next meeting November 18th, 2026.
- Facility Ad Hoc Committee – third Monday monthly, 10:30a.m., next meeting November 16th, 2026, NCCC.
- Government Liaison Committee – third Tuesday monthly, 10:30a.m., next meeting November 17th, NCCC.

12.4. Upcoming Holidays/Closures

- Wednesday, November 11th, 2026 – ***Veterans' Day***
- Thursday, November 26th, 2026 – ***Thanksgiving Day***
- Friday, November 27th, 2026 – ***Day After Thanksgiving***
- Friday, December 24th, 2026 – ***Christmas Eve***
- Friday, December 24th – January 3rd, 2027 – ***Office Closed***

12.5. BCVRPD Events

- Saturday, December 5th, 2026 – ***Winterfest*** at the Noble Creek Community Center

12.6. Community Events:

- Wednesday, December 2nd, 2026 – ***Good Morning, Beaumont Breakfast*** at Tukwet Canyon Golf Course, 7:30a.m.
- Tuesday, November 10th, 2026 – ***Calimesa Chamber Breakfast*** at Kafe Royale, 7:30a.m
- Wednesday, November 18th, 2026 – ***Sunrise Banning Chamber Breakfast*** at Gus Jr #7 in Banning, 7:30a.m.

13. DIRECTORS' MATTERS/COMMITTEE REPORTS:

14. BOARD REQUESTS FOR FUTURE AGENDA ITEMS:

15. ADJOURNMENT:

Pending Agenda Items	Requester	Request Date	
Comp & Class Study	Board of Directors	April 2026	Pending
District Name Clarification	Chairwoman Covington	April 2026	Pending
Rebranding Video	The Board	April 2026	Video Complete Slideshow Pending
Strategic Planning - individual Board Members	The Board	April 2026	Pending
Bogart audit - forecast of costs over 2 years	The Board	April 2026	Pending
Playground Area/Irrigation	Director N. Hughes	June 2026	Pending

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

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District website November 2nd, 2026.

Kaylee Fuerte

Kaylee Fuerte, Clerk of the Board

This Page is Intentionally Blank

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Highlights

Agenda Item No. **7.1.**

To: Chair and Board of Directors
From: Aaron Morris, Assistant Maintenance Superintendent
Via: Kaylee Fuerte, Clerk of the Board
Date: November 5th, 2026
Subject: October Department Updates

Activities Manager, Sarah Salzman:
- Pumpkinfest was a great success!
- Winterfest planning is underway (note the location change to Noble Creek Community Center).

Assistant Maintenance Superintendent, Aaron Morris:
- Staff is actively addressing the Riverside County Health Department's recent findings at the snack bar and has started interior facility renovations.
- Staff is currently planning and assisting with three major projects: the Field 8 installation, the Flag Dedication flagpole site, and the Field 2/3 field lighting proposal.

Athletic Facilities Manager, Noah Valdivia:
- The PAYBS Fall 2026 season is almost complete and staff are excited to debrief and evaluate how the league was received.
- Planning is already underway for the PAYBS Spring 2027 season. We are excited to announce several key dates, including the Pancake Breakfast on February 6th, Opening Day and Picture Day on March 6th, and Closing Day on May 8th.

Human Resources Administrator, Deidre Chatigny:
- As of today, (82%) of the staff and (60%) of the Board have completed AB 1825 Sexual Harassment Avoidance Training, many are due for a refresher as it has been two years.
- The district has 31 employees. Personnel changes include:
  - New Hires/Promotions:
  - Resignations/Terminations:
- It has been 1,645 days since our last employee accident.

Community/Networking:
- Calimesa Chamber Breakfast: Noah Valdivia, Mickey Valdivia
- Good Morning, Beaumont Breakfast: Noah Valdivia, Director N. Hughes, Director Flores
- San Gorgonio Pass Water Agency Board Meeting: Mickey Valdivia

Upcoming Events:
- Good Morning, Beaumont Breakfast – Wednesday, December 2nd, 2026 - Tukwet Canyon Golf Course
- Calimesa Chamber Breakfast – Tuesday, November 10th, 2026 – Kafe Royale
- Banning Chamber Breakfast – Wednesday, November 18th, 2026 – TBD
- PARPD Holiday Party – Thursday, December 10th, 2026 – Yucaipa Valley Golf Club

Respectfully Submitted,

Kaylee Fuerte, Clerk of the Board
Noah Valdivia, Athletic Facilities Manager

This Page is Intentionally Blank

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, October 14th, 2026, 5:30p.m.
MINUTES

This meeting is being held in person.

1. CALL TO ORDER:

Meeting called to order at: 5:32pm

1.1. Roll Call

Director N. Hughes: Present
Director Linnemann: Present
Treasurer Diercks: Present
Vice-Chair/Secretary Flores: Present
Chairwoman Covington: Present
General Manager, Mickey Valdivia: Present
Legal Counsel of Best, Best & Krieger, Albert Maldonado: Present
We have a quorum.

1.2. Invocation: Director Linnemann

Invocation was given by: Director Linnemann

1.3. Pledge of Allegiance: Treasurer Diercks

Pledge of Allegiance was led by: Treasurer Diercks

CLOSED SESSION:

2. PUBLIC COMMENTS REGARDING CLOSED SESSION:

2.1. Conference with Real Property Negotiators (Government Code Section 54956.8) – Residential Lease

Property: 37356 Cherry Valley Boulevard, Cherry Valley 92223
Negotiating Parties: Hector Gutierrez
Under Negotiations: Price and Terms

PUBLIC COMMENT OPENED: 5:34pm

PUBLIC COMMENT CLOSED: 5:34pm

Adjourned to Closed Session: 5:34pm
Reconvened from Closed Session: 6:23pm

3. RECONVENE FROM CLOSED SESSION:

3.1. Report out from Closed Session:

No reportable action.

3.2. Action on any Closed Session Items:

None.

4. ADJUSTMENTS TO THE AGENDA:

Kaylee presented the following changes that were already posted in the revised packet:

- *In agenda item 9.3., a few of the Holiday and Office Closure Dates were off by a day and needed to be moved up one day.*
- *In agenda item 9.4. the staff report states that the pancake breakfast is in 2026 but was revised to 2027.*

5. PUBLIC COMMENT:

PUBLIC COMMENT OPENED: 6:25pm

PUBLIC COMMENT CLOSED: 6:25pm

6. INFORMATIONAL PRESENTATION UPDATES AND POLICY REVIEW:

6.1. County of Riverside Certificate of Recognition – 36th Annual King Ludwig's Oktoberfest

Mickey presented the Certificate and thanked Supervisor Yxstian Gutierrez.

6.2. Distinguished Business Partner Awarded by Riverside County Office of Education

Deidre presented the Certificate.

6.3. William Morton Trust

Mickey presented the idea behind the William Morton Trust and suggested a workshop to go through the details.

The Board discussed and agreed.

7. DEPARTMENT HIGHLIGHTS:

7.1. Sarah Valdivia, Events Manager

Sarah presented to the Board on the Department Highlights for September and talked deeper into Oktoberfest.

The Board listened and shared thoughts on Oktoberfest.

8. PASS AREA YOUTH BASEBALL & SOFTBALL LEAGUE

8.1. Fall Ball 2026 Update

Deidre presented a quick update on how Fall Ball 2026 is going with 658 signups.

9. CONSENT CALENDAR:

9.1. Minutes of September 9th, 2026 Board Meeting

9.2. Finance Committee Meeting Report for August 2026

9.3. Approval of 2027 Holiday/Office Closure Dates

9.4. Approval to Use Quimby Funds for Concrete and Snack Bar Upgrades Not to Exceed $30,000

PUBLIC COMMENT OPENED: 7:20pm

PUBLIC COMMENT CLOSED: 7:20pm

Motion was made to approve Consent Calendar items 9.1 Minutes of September 9th, 2026, 9.2 Finance Committee Meeting Report for August 2026, 9.3 2027 Holiday/Office Closure Dates, and 9.4 approval to use Quimby funds for concrete and snack bar upgrades not to exceed $30,000. With updated staff report with correct dates on the 2027 Holiday Closure Dates.

Initial Motion: Director N. Hughes

Second Motion: Director Linnemann

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

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

10.1. Approval of 2027 Event Schedule

Sarah presented the 2027 proposed event schedule to the Board.

PUBLIC COMMENT OPENED: 7:25pm

Dick Meinhold spoke in public comment and presented to the Board on the proposed Pass Area Starbright Productions and explained about the proposed show.

Mickey commented and mentioned that this type of recreation program would be a great way to reach the older communities.

PUBLIC COMMENT CLOSED: 7:34pm

The Board loved the idea of bringing theater to Bogart.

Motion was made to approve Action Item 10.1 – Approval of 2027 Event Schedule.

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

10.2. Approval of 2027 PAYBS Spring Season Dates

Deidre presented the proposed 2027 PAYBS Spring Season Dates.

Mickey added that he has a meeting scheduled with the City of Beaumont about securing the fields throughout the City for the season as well.

PUBLIC COMMENT OPENED: 7:36pm
PUBLIC COMMENT CLOSED: 7:36pm

Motion was made to approve Action Item 10.2 – Approval of 2027 PAYBS Spring Season Dates.

Initial Motion: Director N. Hughes
Second Motion: Chairwoman Covington
Director N. Hughes: Aye
Director Linnemann: Aye
Treasurer Diercks: Aye

Vice-Chair/Secretary Flores: Aye
Chairwoman Covington: Aye
Result of Motion: Carried 5-0

10.3. Approval to Update PARS Language

Mickey presented the PARS scholarship and the proposed changes.

The Board discussed PARS with legal counsel.

The Board decided to bring it back with a few changes regarding who can receive it and what is the legal way to have this funded, through the District or the Foundation.

PUBLIC COMMENT OPENED: 7:40pm
PUBLIC COMMENT CLOSED: 7:40pm

Motion was made to approve Action Item 10.3 – Approval to table this item and bring it back to the District and Foundation Meeting with Legal Opinion.

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

10.4. Authorization to Submit Grant Applications for the Land and Water Conservation Fund (LWCF) and Statewide Park Program (SPP)

Deidre presented to the Board on the different grant opportunities that the District can benefit from and suggested that the Board develop an Ad-Hoc Committee for the grant applications.

The Board discussed and liked the idea.

Chairwoman Covington created a Grant Ad-Hoc Committee that includes Treasurer Diercks as the Chair and Vice-Chair/Secretary Flores as the Director.

PUBLIC COMMENT OPENED: 8:15pm
PUBLIC COMMENT CLOSED: 8:15pm

Motion was made to approve Action Item 10.4 – Authorization to Submit Grant Applications for the Land and Water Conservation Fund (LWCF) and Statewide Park Program (SPP). The motion also included to create and Grant Ad-Hoc that has Treasurer Diercks as the Chair and Vice-Chair/Secretary Flores as the Director.

Initial Motion: Chairwoman Covington
Second Motion: Treasurer Diercks
Director N. Hughes: Aye

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

11. REPORTS - STAFF:

11.1. Assistant General Manager, Deidre Chatigny

Deidre presented the following items to the Board.

- Noble Creek Community Center ADA Restroom Improvements
- Class & Compensation Study Update

11.2. General Manager, Mickey Valdivia

Mickey presented the following items to the Board.

- Danny Thomas Ranch – Property Management
- Winterfest Parking Update
- Prop 4 Update
- Project Update
- Warming/Cooling Center Update
- SB 827 Fiscal & Financial Training (Options)
- Board Packet Delivery Discussion
- Monthly Performance Standard Review/Strategic Planning

11.3. General Counsel, Albert Maldonado

11.4. Clerk of the Board, Kaylee Fuerte

Kaylee reminded the Board on the required trainings for Board Members.

12. CALENDAR OF EVENTS:

12.1. Next BCVRPD Board Meeting: NCCC – Thursday, November 5th, 2026, 5:30p.m.

12.2. Next BCVRPIC Board Meeting: NCCC – Wednesday, October 28th, 2026, 5:30p.m.

12.3. Committee Meetings

- Collaborative Agency Meeting – November 4th, 2026, 5:00p.m., Beaumont Civic Center
- Finance Committee – October 20th, 2026, 3:00p.m., NCCC
- Foundation Finance Committee – October 20th, 2026, 4:00p.m., NCCC
- Personnel Committee – November 3rd, 2026, 12:00p.m., NCCC
- Facility Ad Hoc Committee – November 10th, 2026, 10:30a.m., NCCC
- Government Liaison Committee – November 17th, 2026, 10:30a.m., NCCC

12.4. Upcoming Holidays/Closures

- November 11th, 2026 – Veterans Day
- November 26th, 2026 – Thanksgiving Day
- November 27th, 2026 – Day After Thanksgiving

12.5. BCVRPD Events

- October 24th, 2026 – Pumpkinfest at Bogart Regional Park
- December 5th, 2026 – Winterfest at The Cherry Valley Grange

12.6. Community Events

- November 4th, 2026 – Good Morning Beaumont Breakfast, Tukwet Canyon Golf Course, 7:30a.m.

- November 10th, 2026 – Calimesa Chamber Breakfast, Kafe Royale, 7:30a.m.
- October 14th, 2026 – Sunrise Banning Chamber Breakfast, Gus Jr #7 in Banning, 7:30a.m.

13. DIRECTORS' MATTERS/COMMITTEE REPORTS:

Director N. Hughes:

Director N. Hughes came to the park and Beaumont PD was trying to get passed a gate to help a child and couldn't get through because of the lock. Director Hughes requested that Mickey gets knox boxes on the gates. He met with the US Senate representative and it was great meeting.

Director Linnemann:

Director Linnemann like the knox box idea but mentioned another option could be a pad lock for the gates. He has been busy with everything but Oktoberfest was a lot of fun entertaining the community. Director Linnemann requested the 2027 conference schedule. He mentioned that staff has been killing it especially the last 3 months and noted that the security company that the District uses has been on top of it and they are awesome.

Treasurer Diercks:

Treasurer Diercks said hats off to staff for their hard work and little rest. 2027 is going to be a big year with a lot to do but he is looking forward to it.

Vice-Chair/Secretary Flores:

Vice-Chair/ Secretary Flores mentioned that if the Board knows that an item is going to be tabled and brought to a future meeting, not to waste time on it. He went to Oktoberfest on Saturday and enjoyed it. He was analyzing people and it looked like everyone was enjoying themselves. Programming is a big reason why the District was formed and he loves the idea of the grants because it is another way to grow the park.

Chairwoman Covington:

None.

14. BOARD REQUESTS FOR FUTURE AGENDA ITEMS:

[Enter minutes here]

Pending Agenda Items	Requester	Request Date	Status
Comp Study	The Board	April 2026	Pending
District Name (Plural or Not)	Chairwoman Covington	April 2026	Pending
Rebranding Video	The Board	April 2026	Video – Complete; Slide Show – Pending
Strategic Planning "Individuals"	The Board	April 2026	Pending
Bogart Audit – forecast of cost over 2 years	The Board	April 2026	Pending
Playground Area/Irrigation	Director N. Hughes	June 2026	Pending

15. ADJOURNMENT:

Meeting Adjourned at: 8:48pm

Minutes Completed on: 10/27/26

By: Kaylee Fuerte, BCVRPD Clerk of the Board

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT (BCVRPD)
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Wednesday, October 28th, 2026, 6:00p.m.
MINUTES

This meeting is being held in person.

1. **CALL TO ORDER:**
   Meeting called to order at: 7:08pm

   1.1. Roll Call
   Director N. Hughes: Present
   Director Linnemann: Present
   Treasurer Diercks: Present
   Vice-Chair/Secretary Flores: Present
   Chairwoman Covington: Present
   General Manager, Mickey Valdivia: Present
   Legal Counsel of Best, Best & Krieger, Albert Maldonado: Absent
   We have a quorum.

2. **ADJUSTMENTS TO THE AGENDA: None.**
3. **INFORMATIONAL UPDATES/DISCUSSION:**
   3.1. William Morton Funding Augmentation
   3.2. Prop 4 Funding
   3.3. Funding Options

   Mickey presented to the Board on the Prop 4 funding details and how the District asked for 6 million dollars but received 2 million dollars. He touched on what William Morton can help the District with to cover more funding. Mickey is asking the Board for direction on whether they want to consider augmented funding to add to the project.
   William Morton presented the program that was created for Special Districts to access these funds. It is assisting the District by helping find the load with the best terms. The two loans would be either a term loan or a bridge loan.
   The Board discussed and asked appropriate questions.
   Mickey asked the Board if they would like William Morton to draft up terms to look at to considered acquiring a loan through the trust.
   Vice-Chair/ Secretary Flores recommended going with Mickey's recommendation because he is aware of what is happening throughout the City. If we want to meet a 17 week deadline, we need to get this started.
   William Morton added that he would need to get information from us that he can use to help convince the bank of the loan.
   The Board discussed and like the idea of obtaining funds through the William Morton Trust and will wait on the terms to review.

4. CONSENT CALENDAR:

4.1. Approval of Winterfest Location Change to Noble Creek Regional Park
The Board was in favor of this change.
PUBLIC COMMENT OPENED AT: 7:55pm
PUBLIC COMMENT CLOSED AT: 7:55pm

Motion was made to approve action item 5.1. – approval of Winterfest location change to Noble Creek Regional Park.

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

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

5.1. Consideration of Political Signage and Campaign Advertising Policy (1st Reading)
Mickey presented the proposed policy to the Board.
Chairwoman Covington recommends adding in to not allow distribution of flyers if they are volunteering for the District. She also would like staff to check the policy number.
The Board discussed.

PUBLIC COMMENT OPENED AT: 8:05pm
PUBLIC COMMENT CLOSED AT: 8:05pm

Motion was made to approve Action Item 5.1. – Approval of the first reading of the Political Signage and Campaign Policy, with the following changes: verify the policy number, update the District name and logo, and clarify that the policy is not limited to governmental agencies. The policy does not prohibit community members from distributing informational flyers; however, District volunteers are prohibited from distributing political flyers.

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

6. REPORTS:

6.1. General Manager, Mickey Valdivia
Mickey presented to the Board on the following:
- Field 2 and 3 Lighting Update

7. ADJOURNMENT: *Meeting Adjourned at 8:18pm*

Minutes Completed on 10/28/26
By: Kaylee Fuerte, BCVRPD Clerk of the Board

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **9.2**

To: Board of Directors
From: Noah Valdivia, Athletic Facilities Manager
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Approval of 2027 Facility Use License Agreements

Recommendations: Staff recommends that the Board of Directors approve three-year Facility Use License Agreements with the Beaumont Women's Club, Cherry Valley Horsemen's Association, and the Beaumont Lions Club for January 1, 2027 through December 31, 2029, and approve a one-year amendment to the existing Facility Use License Agreement with the San Gorgonio Pass Historical Society for calendar year 2027.

Staff further recommends authorizing District legal counsel and the General Manager to make any non-substantive, administrative, or clerical changes necessary to finalize these documents prior to execution, provided such changes do not materially alter the agreements' scope, duration, or financial terms.

Background and Analysis: The District maintains longstanding facility use arrangements with these four community organizations to support meetings, events, and other activities at District facilities. Staff has reviewed the existing agreements in preparation for 2027 and is recommending continuation of these partnerships.

The proposed agreements remain substantially consistent with prior years, with revisions primarily limited to requested facility use dates, minor administrative adjustments, and updates recommended by the California Association for Park and Recreation Insurance (CAPRI). Specifically, outdated COVID-19 provisions are being removed, and existing insurance language is being replaced with CAPRI's updated insurance requirements.

The San Gorgonio Pass Historical Society document is a one-year amendment incorporating 2027 facility use dates and updated insurance requirements while leaving the remainder of the underlying agreement in effect. The other three agreements are proposed for three-year terms to provide scheduling continuity and clear expectations for facility use, maintenance responsibilities, and compliance.

Fiscal Impact: Fiscal impacts will continue to be governed by the terms of each agreement, including applicable rental payments, existing fee waivers, and service-related rental credits. No significant additional District expense is anticipated solely from the proposed scheduling, administrative, and insurance updates.

Respectfully submitted,

Noah Valdivia
Athletic Facilities Manager

This Page is Intentionally Blank

Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and San Gorgonio Pass Historical Society may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between January 1, 2025 and December 31, 2027 for MEETINGS AND EVENTS.
3. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER, for the dates and times specified at the end of this agreement for 2025.

II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.

   i. BUILDING AVAILABILITY AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.

   ii. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.

   iii. SAN GORGONIO PASS HISTORICAL SOCIETY is permitted to host MEETINGS AND EVENTS.

iv. In the case there are room Capacity restrictions, SAN GORGONIO PASS HISTORICAL SOCIETY shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

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

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

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

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

i. SAN GORGONIO PASS HISTORICAL SOCIETY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. SAN GORGONIO PASS HISTORICAL SOCIETY. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

iv. BCVRPD reserves the right to immediately revoke SAN GORGONIO PASS HISTORICAL SOCIETY right to use of the facility under this agreement should SAN GORGONIO PASS HISTORICAL SOCIETY fail to comply with any provision of this section.

VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.

i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval for any stored items on the district property.

ii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.

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

iv. SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degree for air conditioning. If the Thermostat is set outside of these settings by SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, Members, Staff, or Volunteers SAN GORGONIO PASS HISTORICAL SOCIETY will have to pay for damages for the air conditioner/heater.

VII. Fees, payable to BCVRPD for the above, shall be as follows:

i. The following fees are good through the dates of this agreement.

ii. (BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY $63.53)

iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (elenaenriquez@msn.com).

iv. A late fee of $25.00 will be added if not paid within 15 days of the payment due date.

v. There will be a $35.00 fee payable in cash on all returned checks. This fee is required in order to restore the contract.

VIII. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.

IX. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.

i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.

ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.

iii. SAN GORGONIO PASS HISTORICAL SOCIETY shall not permit gatherings beyond that of meetings and events before or after building use.

iv. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated while participating in MEETINGS AND EVENTS.

v. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to CALIFORNIA STATE GOVERNOR's ORDERS and shall clean restroom facilities following each use of the BEUAMONT WOMAN'S Club with CDC approved COVID-19 viral cleaning products.

X. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.

i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.

ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.

XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY and must meet all City/County/State legal standards.

XII. BCVRPD is routinely doing upgrades to our facilities. During this time SAN GORGONIO PASS HISTORICAL SOCIETY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.

XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.

XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.

XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. SAN GORGONIO PASS HISTORICAL SOCIETY shall not duplicate any keys. If a key is lost or stolen SAN GORGONIO PASS

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

XVI. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations.

XVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.

XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.

i. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any SAN GORGONIO PASS HISTORICAL SOCIETY volunteers or Board members entering the building for business.

XIX. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code.

XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.

XXI. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.

XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.

XXIII. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.

i. SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representative in a professional and courteous manner.

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

XXV. **INDEMNIFICATION**

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

XXVI. **INSURANCE REQUIREMENTS**

i. General liability insurance: The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD's** self-insurance pool.

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

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

i. The **SAN GORGONIO PASS HISTORICAL SOCIETY** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. The **SAN GORGONIO PASS HISTORICAL SOCIETY** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. The **SAN GORGONIO PASS HISTORICAL SOCIETY** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

iv. **BCVRPD** reserves the right to immediately revoke **SAN GORGONIO PASS HISTORICAL SOCIETY**'s right to use of the facility under this agreement should **SAN GORGONIO PASS HISTORICAL SOCIETY** fail to comply with any provision of this section.

XXVIII. FORCE MAJEURE

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

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

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

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

ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.

iii. Insurance provided must be primary and noncontributory and include an endorsement.

iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.

v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

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

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

viii. Minimum liability limits are as follows:

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

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

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

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

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

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

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

No blanket endorsements will be accepted.

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

i. Coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,

   1. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.

ii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.

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

   1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or

   2. SAN GORGONIO PASS HISTORICAL SOCIETY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

vi. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRRPD before the activity commences. The BCVRPD reserves the right to

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

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

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

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

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

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

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

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

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

ii. SAN GORGONIO PASS HISTORICAL SOCIETY
PO BOX 331
Beaumont, CA 92223

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

XXXVIII. This agreement is to be effective on January 1, 2024 and end on December 31, 2024. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

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

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

Mickey Valdivia, General Manager, BCVRPD

01/08/2025
Date

Helen Enriquez (San Gorgonio Pass Historical Society)

01/08/2025
Date

2027 SGPHS Insurance Requirements

A. INDEMNIFICATION

1. The BCVRPD shall indemnify, defend, and hold harmless **BCVRPD**, its directors, officers, agents, employees, and volunteers 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 BCVRPD**'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 directors, officers, agents, employees, or volunteers.

B. INSURANCE REQUIREMENTS

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

    a. Such insurance shall name **BCVRPD**, its directors, officers, agents, employees, and volunteers as additional insureds prior to the use of the facility. The BCVRPD shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

    b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the (**BCVRPD**'s self-insurance pool.

    c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given

issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the BCVRPD maintains higher limits than the minimums shown above, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the BCVRPD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, BCVRPD shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to BCVRPD and that the conditions of the Premises are safe for the use intended by BCVRPD. BCVRPD shall immediately notify BCVRPD of any condition(s) deemed by BCVRPD to pose a risk of injury to persons using the Premises. BCVRPD's use of the Premises, with or without the inspection required herein, shall be deemed BCVRPD's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

1. A BCVRPD shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The BCVRPD agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

3. The BCVRPD 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 BCVRPD's right to use of the facility under this agreement should BCVRPD fail to comply with any provision of this section.

G. FORCE MAJEURE

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

Contract Amendment

This Contract Amendment (the "Amendment") is made between Beaumont-Cherry Valley Recreation and Park District and San Gorgonio Pass Historical Society on this 1st day of January 2027. This Amendment is to the contract entitled Facility Use License Agreement originally executed on the 8th day of January 2025.

The contract is amended as follows:

2027 Facility Use Dates: The Facility Use License Agreement shall be amended to incorporate the approved facility use dates for calendar year 2027, as outlined in the attached schedule, which is hereby incorporated into this Amendment by reference.

Updated Insurance Requirements: The Agreement shall be amended to incorporate the updated insurance requirements established by the District's insurance administrator, California Association for Park and Recreation Insurance (CAPRI). These updated requirements, as outlined in the attached insurance documentation, shall supersede any conflicting insurance provisions contained in the original Agreement or previous amendments.

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

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

Other:

Dated: _____ **Dated:** _____

_____ _____

Signature **Signature**

_____ _____

Printed Name and Title **Printed Name and Title**

San Gorgonio Pass Historical proposed dates for BWC for 2027:

Second Thursdays, 5-9 p.m., SGPHS member meetings (January-June, September-December – no membership meetings in July and August):
January 14
February 11
March 11
April 8
May 13
June 10
September 9
October 14
November 11

December meeting needs early set up at 3 p.m.:
December 9

Third Thursdays, 6-8 p.m., SGPHS board meetings (every month):
January 21
February 18
March 18
April 15
May 20
June 17
July 15
August 19
September 16
October 21
November 18
December 16

Museum Days, 9 a.m.-2 p.m., last Saturday of each month for most:
January 30
February 27
March 27
April 24
June 26
July 31
August 28
September 25
October 30

Museum Days, 9 a.m.-2 p.m., different Saturdays due to Cherry Festival and holidays:
May 22, November 20, and December 18.

This Page is Intentionally Blank

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2027 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and BEAUMONT WOMEN'S CLUB. BCVRPD and "BEAUMONT WOMEN'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 WOMEN'S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMEN'S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2027 and December 31, 2029 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMEN'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 WOMEN'S CLUB, INC. rental of the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER, on the 2nd Saturday of every month in addition to March 6th, April 24th, and November 15th of 2027.

II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.

   i. BCVRPD WILL GIVE REASONABLE NOTICE TO THE BEAUMONT WOMEN'S CLUB in the event that the building becomes unavailable.

   ii. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2027 ARE NOT GUARANTEED.

   iii. BEAUMONT WOMEN'S CLUB, INC. must get approval for any other usage of BEAUMONT WOMEN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office.

   iv. BEAUMONT WOMEN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS.

v. In the case there are room capacity restrictions, BEAUMONT WOMEN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

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

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

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

~~i. BEAUMONT WOMEN'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 WOMEN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.~~

~~iii. BEAUMONT WOMEN'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 WOMEN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMEN'S CLUB, INC. fail to comply with any provision of this section.~~

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

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

ii. BEAUMONT WOMEN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMEN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.

iii. BEAUMONT WOMEN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.

iv. BEAUMONT WOMEN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degree for air conditioning. If

the Thermostat is set outside of these settings by BEAUMONT WOMEN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMEN'S CLUB INC. will have to pay for damages for the air conditioner/heater.

~~VI. BEAUMONT WOMEN'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.~~

VII. Fees, payable to BCVRPD for the above, shall be as follows:

i. The following fees are good through the dates of this agreement

ii. (BCVRPD has waived the fees per the agreement between Beaumont Women's Club, Inc. and BCVRPD dated November 1996.)

iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (alisonriversidewc@gmail.com).

iv. A late fee of $25.00 will be added if not paid within 15 days of payment due date.

v. There will be a $35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.

VIII. BCVRPD shall during scheduled use perform set-up and take-down of all chairs, tables, and equipment. The BEAUMONT WOMEN'S CLUB shall be responsible for the general cleanliness of the building after use. The building shall be returned in the same condition as it was received.

i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMEN'S CLUB, INC. during and after all facility use.

ii. BEAUMONT WOMEN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.

iii. BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS AND EVENTS

~~iv. BEAUMONT WOMEN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMEN'S CLUB with CDC approved COVID-19 viral cleaning products.~~

IX. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMEN'S CLUB, INC. and must meet all City/County/State legal standards.

X. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMEN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.

XI. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.

XII. BCVRPD reserves the right to reassign BEAUMONT WOMEN'S CLUB, INC. to another facility if the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.

XIII. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMEN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMEN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMEN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.

XIV. BEAUMONT WOMEN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.

XV. BEAUMONT WOMEN'S CLUB, INC. shall not make any changes to lock(s) on District property.

XVI. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.

i. BEAUMONT WOMEN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMEN'S CLUB, INC. volunteers or Board members entering the building for business.

XVII. BEAUMONT WOMEN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.

XVIII. BEAUMONT WOMEN'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.

XIX. BEAUMONT WOMEN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMEN'S CLUB, INC.

XX. 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.

XXI. BEAUMONT WOMEN'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 WOMEN'S CLUB, INC. members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.

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

A. INDEMNIFICATION

1. The Beaumont Women's Club shall indemnify, defend, and hold harmless **BCVRPD**, its directors, officers, agents, employees, and volunteers 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 Women's Club**'s** use or occupancy of a facility or property controlled by the BCVRPD, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its directors, officers, agents, employees, or volunteers.

B. INSURANCE REQUIREMENTS

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

    a. Such insurance shall name **BCVRPD**, its directors, officers, agents, employees, and volunteers as additional insureds prior to the use of the facility. The Beaumont Women's Club shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

    b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List

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

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

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, BEAUMONT WOMEN'S CLUB shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to BEAUMONT WOMEN'S CLUB and that the conditions of the Premises are safe for the use intended by BEAUMONT WOMEN'S CLUB. BEAUMONT WOMEN'S CLUB shall immediately notify BCVRPD of any condition(s) deemed by BEAUMONT WOMEN'S CLUB to pose a risk of injury to persons using the Premises. BEAUMONT WOMEN'S CLUB's use of the Premises, with or without the inspection required herein, shall be deemed BEAUMONT WOMEN'S CLUB's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

G. FORCE MAJEURE

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

~~XXIII. **INDEMNIFICATION**~~

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

~~XXIV. **INSURANCE REQUIREMENTS**~~

~~i. General liability insurance: The **Beaumont Women's Club** shall procure and maintain, for the duration of the period contemplated herein, commercial general liability insurance with coverage with at least as broad as Insurance~~

Services Office Form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Beaumont Women's Club** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD**'s self-insurance pool.

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

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

i. The **Beaumont Women's Club** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. The **Beaumont Women's Club** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. The **Beaumont Women's Club** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules,

regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

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

XXVI. FORCE MAJEURE

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

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

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

ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.

iii. The insurance provided must be primary and noncontributory and include endorsement.

iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.

v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

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

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

viii. Minimum liability limits are as follows:

- $2,000,000 General Aggregate
- $1,000,000 Per Occurrence
- $1,000,000 Personal & Advertising Injury
- $1,000,000 Products Completed-Operations

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

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

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

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

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

XXIX. No blanket endorsements will be accepted.

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

1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,

2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.

ii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

iii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. BEAUMONT WOMEN'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 WOMEN'S CLUB, INC. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

v. **Verification of Coverage:** BEAUMONT WOMEN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.

vi. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and

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

vii. **Reporting of Claims:** BEAUMONT WOMEN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMEN'S CLUB, INC. in connection with this agreement.

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

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

XXXIII. 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.

XXXIV. 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 instruments signed by both parties. Except this agreement does not supersede our 1996 contract.

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

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

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

ii. BEAUMONT WOMEN'S CLUB, INC.
PO Box 352
Beaumont CA 92223

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

XXXVII. This agreement is to be effective on January 1, 2027, and end on December 31, 2029. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXVIII. The Parties acknowledge that each has all the 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.

XXXIX. The recitals above are true and correct and are incorporated herein by this reference.

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

Mickey Valdivia, General Manager, BCVRPD	Lois Bailey (Beaumont Women's Club)
Date	Date

This Page is Intentionally Blank

Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2027 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and LIONS CLUB OF BEAUMONT. BCVRPD and LIONS CLUB OF BEAUMONT may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the MAINTENANCE SHOP "C" located at 650 W Oak Valley Parkway, Beaumont CA 92223.
2. Whereas, LIONS CLUB OF BEAUMONT desires to utilize BCVRPD facilities between January 1, 2027 and December 31, 2029 for MEETINGS and EVENTS.
3. Whereas, LIONS CLUB OF BEAUMONT represents that it has the skill, ability and personnel to render such MEETINGS AND EVENTS.

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

TERMS

I. BCVRPD shall authorize LIONS CLUB OF BEAUMONT rental of the MAINTENANCE SHOP "C". On the 2nd and 4th Thursday of every month for Club Meetings starting at 5pm – 10pm, including (15) events a year, date to be determined at later date.

II. Building availability and ALL MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.

   i. BUILDING AVAILABILITY AND MEETING DATES FOR 2027- 2029 ARE NOT GUARANTEED.

   ii. LIONS CLUB OF BEAUMONT must get approval for any other usage of MAINTENANCE SHOP "C" or any other property of the District for any other reason through the District office at regular rental prices.

   iii. BCVRPD will give notice to LIONS CLUB OF BEAUMONT if there are any other meetings or event scheduled in the building.

iv. In the case there is ROOM CAPACITY restrictions, LIONS CLUB OF BEAUMONT shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

v. Two members of the Beaumont Lions Club must obtain the RBS certificate to volunteer at District events and assist with pouring beer.

III. This agreement includes full access to MAINTENANCE SHOP "C" and surrounding parking. Specialty equipment needed to operate the MAINTENANCE SHOP "C" will not be the responsibility of BCVRPD.

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

IV. BCVRPD will give notice to LIONS CLUB OF BEAUMONT if there is another event taking place at the MAINTENANCE SHOP "C' that could interfere with any dates in their agreement.

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

~~i. LIONS CLUB OF BEAUMONT shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.~~

~~ii. LIONS CLUB OF BEAUMONT agrees to abide by all applicable local, federal, and state accessibility standards and regulations.~~

~~iii. LIONS CLUB OF BEAUMONT further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.~~

~~iv. BCVRPD reserves the right to immediately revoke LIONS CLUB OF BEAUMONT right to use of the facility under this agreement should LIONS CLUB OF BEAUMONT fail to comply with any provision of this section.~~

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

i. LIONS CLUB OF BEAUMONT must get prior approval for any stored items on the district property.

ii. LIONS CLUB OF BEAUMONT will provide an inventory list of all items stored in/or around MAINTENANCE SHOP "C" and the square footage needed to store the items.

iii. LIONS CLUB OF BEAUMONT will provide a set of keys or combinations to the District to anything stored on the district property.

VII. Fees, payable to BCVRPD for the above, shall be as follows:

i. The following fees are good through the dates of this agreement

ii. The Beaumont Lions Club shall pay BCVRPD a monthly fee of $515.00, consisting of $450.00 in rent and $65.00 for pest control, for the period of January 1, 2027, through December 31, 2029. Payments shall be due on the first day of each month. As part of this agreement, the Beaumont Lions Club agrees to complete a minimum of three (3) service projects annually for BCVRPD. For each qualifying project completed, BCVRPD shall waive the rental fee for the months in which the project is completed, subject to the conditions outlined in Section iii.

iii. The Beaumont Lions Club shall be responsible for paying rent for the months of January and February each year, regardless of project completion. Rental fees for March through December shall be subject to applicable waivers based on the completion of service projects as outlined in Section ii. Additionally, in recognition of the Beaumont Lions Club's assistance with the annual BCVRPIC Golf Tournament, BCVRPIC shall contribute $500.00 annually to the Beaumont Lions Club Scholarship Program and BCVRPD shall waive two (2) months of rent for each of the years 2027, 2028, and 2029. The specific months eligible for these waivers shall be mutually agreed upon by both parties.

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. LIONS CLUB OF BEAUMONT agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT.~~

IX. LIONS CLUB OF BEAUMONT shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.

i. Cleanliness of the kitchen and bathroom shall be the responsibility of LIONS CLUB OF BEAUMONT during and after all facility use.

ii. LIONS CLUB OF BEAUMONT will remove all trash from the outside trash containers after each use.

iii. LIONS CLUB OF BEAUMONT shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.

iv. LIONS CLUB OF BEAUMONT shall abide by state and federal guidelines regarding safe distancing.

~~v. LIONS CLUB OF BEAUMONT agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the MAINTENANCE SHOP "C" with CDC approve COVID-19 viral cleaning products.~~

X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of LIONS CLUB OF BEAUMONT and must meet all City/County/State legal standards.

i. Cost of any approved permanent fixtures will be the responsibility of LIONS CLUB OF BEAUMONT and will be donated to BCVRPD and remain as part of the MAINTENANCE SHOP "C" property if/when the LIONS CLUB OF BEAUMONT no longer resides at the MAINTENANCE SHOP "C".

XI. BCVRPD is routinely doing upgrades to our facilities. During this time LIONS CLUB OF BEAUMONT could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.

XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.

XIII. BCVRPD reserves the right to reassign LIONS CLUB OF BEAUMONT to another facility if the MAINTENANCE SHOP "C" should become unavailable due to an emergency.

XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. LIONS CLUB OF BEAUMONT shall not duplicate any keys. If a key is lost or stolen, LIONS CLUB OF BEAUMONT shall immediately report the loss to BCVRPD. LIONS CLUB OF BEAUMONT will be charged the cost for re-keying of the building and for manufacture of new keys.

XV. LIONS CLUB OF BEAUMONT will provide the District a list of anyone that has been issued keys and for what locations.

XVI. LIONS CLUB OF BEAUMONT shall not make any changes to lock(s) on District property.

XVII. LIONS CLUB OF BEAUMONT shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD email aaron@bcvparks.com and noah@bcvparks.com. BCVRPD will address reported issues.

XVIII. LIONS CLUB OF BEAUMONT will be responsible for any damage to the facility caused by LIONS CLUB OF BEAUMONT members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to LIONS CLUB OF BEAUMONT.

XIX. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.

XX. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.

XXI. LIONS CLUB OF BEAUMONT members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.

i. LIONS CLUB OF BEAUMONT members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.

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

A. INDEMNIFICATION

1. The LIONS CLUB OF BEAUMONT shall indemnify, defend, and hold harmless **BCVRPD**, its directors, officers, agents, employees, and volunteers from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the LIONS CLUB OF BEAUMONT**'s** use or occupancy of a facility or

property controlled by the BCVRPD, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its directors, officers, agents, employees, or volunteers.

B. INSURANCE REQUIREMENTS

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

    a. Such insurance shall name **BCVRPD**, its directors, officers, agents, employees, and volunteers as additional insureds prior to the use of the facility. The LIONS CLUB OF BEAUMONT shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

    b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD**'s self-insurance pool.

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

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, LIONS CLUB OF BEAUMONT shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to LIONS CLUB OF BEAUMONT and that the conditions of the Premises are safe for the use intended by LIONS CLUB OF BEAUMONT. LIONS CLUB OF BEAUMONT shall immediately notify BCVRPD of any condition(s) deemed by LIONS CLUB OF BEAUMONT to pose a risk of injury to persons using the Premises. LIONS CLUB OF BEAUMONT's use of the Premises, with or without the inspection required herein, shall be deemed LIONS CLUB OF BEAUMONT's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

4. BCVRPD reserves the right to immediately revoke LIONS CLUB OF BEAUMONT's right to use of the facility under this agreement should LIONS CLUB OF BEAUMONT fail to comply with any provision of this section.

G. FORCE MAJEURE

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

~~H. INDEMNIFICATION~~

~~2. The LIONS CLUB OF BEAUMONT shall indemnify, defend, and hold harmless BCVRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the LIONS CLUB OF BEAUMONT 's use or occupancy of a facility or property controlled by the BCVRPD, unless solely caused by the gross negligence or willful misconduct of BCVRPD, its officers, employees, or agents.~~

~~I. INSURANCE REQUIREMENTS~~

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

~~a. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The LIONS CLUB OF BEAUMONT shall file certificates of such insurance with the BCVRPD, which shall be endorsed to provide thirty (30) days' notice to the BCVRPD of cancellation~~

or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the BCVRPD may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the BCVRPD's self-insurance pool.

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

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

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

K. FORCE MAJEURE

2. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For

purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The LIONS CLUB OF BEAUMONT waives any right of recovery against BCVRPD and the LIONS CLUB OF BEAUMONT shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

Insurance Standards for Rentals

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

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

- ~~$1,000,000 Sexual Abuse and Molestation~~

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

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

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

➢ ~~The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:~~

~~Your District Name, Its Directors, Officers, Agents, Volunteers, and Employees~~
~~1234 Park Drive, Anywhere, CA 90000~~

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

☐ No blanket endorsements will be accepted.

~~i. Minimum Requirements: LIONS CLUB OF BEAUMONT shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by LIONS CLUB OF BEAUMONT, its agents, representatives, employees, or subcontractors. LIONS CLUB OF BEAUMONT shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1st, 2027 through December 31, 2029. 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**: LIONS CLUB OF BEAUMONT shall maintain limits no less than:

1. *General Liability:* Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore the CGL (Commercial General Liability) is ($2,000,000.00) per occurrence; General Aggregate is ($4,000,000.00)

2. *Sexual Abuse or Molestation (SAM) Liability:* If the work will include contact with minors, and the (CGL) policy referenced above is not indorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than ($1,000,000.00) per occurrence or claim.

3. *Automobile Liability:* One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage; and

4. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars ($1,000,000.00) per accident for bodily injury or disease.

iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or LIONS CLUB OF BEAUMONT shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:

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

1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the LIONS CLUB OF BEAUMONT; and,

2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the LIONS CLUB OF BEAUMONT scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the LIONS CLUB OF BEAUMONT insurance and shall not be called upon to contribute with it in anyway.

v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:

1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the LIONS CLUB OF BEAUMONT or for which LIONS CLUB OF BEAUMONT is responsible; and

2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the LIONS CLUB OF BEAUMONT scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the LIONS CLUB OF BEAUMONT insurance and shall not be called upon to contribute with it in anyway.

vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by LIONS CLUB OF BEAUMONT.

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

1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,

2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.

viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. LIONS CLUB OF BEAUMONT shall guarantee that, at the option of the BCVRPD, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or

2. LIONS CLUB OF BEAUMONT shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

xi. **Verification of Coverage:** LIONS CLUB OF BEAUMONT shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.

xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and

~~endorsements must be received and approved by the BCVRRPD 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:** LIONS CLUB OF BEAUMONT shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by LIONS CLUB OF BEAUMONT in connection with this agreement.~~

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

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

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

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

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

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

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

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

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

XXIX. This agreement is to be affective on January 1, 2027 and end on December 31, 2029. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXX. 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.

XXXI. The recitals above are true and correct and are incorporated herein by this reference.

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

Mickey Valdivia, General Manager (BCVRPD)	Nicholas Hughes, Secretary (Lions Club)
Date	John Treadway, President (Lions Club)
	Date

Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2027 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and CHERRY VALLEY HORSEMEN'S ASSOCIATION, INC. ("CVHA"). BCVRPD and CVHA may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, CVHA desires to utilize BCVRPD facilities between January 1, 2027 and December 31, 2029 for HORSE SHOWS AND MEETINGS.
3. Whereas, CVHA represents that it has the skill, ability and personnel to operate such SHOWS AND MEETINGS.

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

TERMS

I. BCVRPD shall authorize CVHA rental of the ETI BUILDING/HORSE ARENA, FOR GYMKHANA EVENTS, FEBRUARY 13th, MARCH 13th , APRIL 10th, MAY 8th (Night Show), JUNE 12th (Night Show), JULY 10th (Night Show), and AUGUST 14th (Night Show) AUGUST 28TH, SEPTEMBER 11th, and OCTOBER 23rd, 2027 FROM 7AM-4PM unless stated as a night show.

   i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.

II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.

   i. BUILDING AVAILABILITY, FACILITY USAGE, AND MEETING DATES FOR 2027 THROUGH 2029 ARE NOT GUARANTEED.
   ii. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.

iii. In the case there are ROOM CAPACITY restrictions, CVHA shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

III. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.

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

ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for CVHA use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.

iii. If the District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of CVHA will be charged $5.00 parking fee.

IV. BCVRPD will give notice to CVHA if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.

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

~~i. CVHA shall comply with all federal, state, and local laws and regulations related to the use of the facility and public gatherings.~~

~~ii. CVHA agrees to abide by all applicable federal, state, and local accessibility standards and regulations.~~

~~iii. CVHA 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 CVHA right to use of the facility under this agreement should CVHA 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 CVHA chooses to store in or around the facility.

i. CVHA must get prior approval for any stored items on the district property.

ii. CVHA will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items.

iii. CVHA will provide a set of keys or combinations to the District to anything stored on the district property.

iv. CVHA will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition, CVHA gives permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of CVHA.

i. The refrigerator must be in working order.

~~VII. CVHA, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.~~

VIII. Fees, payable to BCVRPD for the above, shall be as follows:

i. The following fees are good through the dates of this agreement.

ii. $220.00 in 2027, $240.00 in 2028, and $260.00 in 2029.

iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to dpatton@sbcsd.org

iv. A late fee of $25.00 will be added if not paid within 15 days of the payment due date.

v. There will be a $35.00 fee payable in cash for all returned checks. This fee is required in order to restore the contract.

IX. CVHA agrees to abide by their newly submitted policy and procedure document submitted to BCVRPD.

X. CVHA shall during scheduled use perform set-up and take-down of all chairs, tables, equipment and be responsible for the general cleanliness of the building after use.

i. CVHA shall not permit gatherings beyond that of HORSE EVENTS before or after arena use.

~~ii. CVHA agrees to CDC Guidelines and shall clean restroom facilities and share all used surfaces in the ETI BUILDING each hour of use with CDC approved COVID-19 viral cleaning products.~~

iii. Cleanliness of the ETI Building/Horse Arena shall be the responsibility of CVHA during and after all facility use.

iv. CVHA will remove all trash to the 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 CVHA and must meet all City/County/State legal standards.

XII. BCVRPD is routinely doing upgrades to our facilities. During this time CVHA could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.

XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.

XIV. BCVRPD reserves the right to reassign CVHA to another facility if the ETI BUILDING/HORSE ARENA 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. CVHA shall not duplicate any keys. If a key is lost or stolen CVHA shall immediately report the loss to BCVRPD. CVHA will be charged the cost for the re-keying of the building and for manufacture of new keys.

XVI. CVHA will provide the District a list of anyone that has been issued keys and for what location.

XVII. CVHA 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. CVHA will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any CVHA members, volunteers and/or patrons entering the building.

XIX. CVHA will provide the District a list of anyone that has been issued the assigned alarm code.

XX. CVHA shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.

XXI. CVHA members, volunteers, and/or patrons shall not address staff. Any questions or concerns contact the Athletic Facilities Manager.

XXII. CVHA members, volunteers, and/or patrons shall not enter BCVRPD MAINTENANCE YARD for any reason.

~~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. CVHA waives any right of recovery against BCVRPD and CVHA shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.~~

XXIV. CVHA will be responsible for any damage to the facility caused by CVHA members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to CVHA.

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. CVHA members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.

i. CVHA members, volunteers, and patrons agree to always cooperate fully with all other facility users and district representatives in a professional and courteous manner.

XXVII. CVHA will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of CVHA. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.

XXVIII. 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.

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

~~i. Minimum Requirements: CVHA shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CVHA, its agents, representatives, employees, or subcontractors. CVHA shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31~~

of each year. Such insurance shall meet at least the following minimum levels of coverage:

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

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);

2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,

3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**: CVHA shall maintain limits no less than:

1. *General Liability:* Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore, the CGL (Commercial General Liability is ($2,000,000.00) per occurrence: General Aggregate is ($4,000,000.00). 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. *Sexual Abuse or Molestation (SAM) Liability:* If the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, CVHA shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than ($1,000,000.00) per occurrence or claim.

iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CVHA shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:

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

1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CVHA; and,

2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be in excess of the CVHA insurance and shall not be called upon to contribute with it in anyway.

3. The general liability policy waives all rights of subrogation against the BCVRPD.

v. **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.

3. The insurance policies provided shall be primary and noncontributory.

4. In a cancellation clause: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

5. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

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

6. Requirements of specific coverage features or limits contained in this Section XXIX are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by an 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 CVHA maintains higher limits than the minimum shown herein in Section XXIX, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the CVHA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.

vi. **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.

vii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CVHA shall guarantee that, at the option of the BCVRPD, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or

2. CVHA shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

viii. **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.

ix. **Verification of Coverage:** CVHA shall furnish DISTRICT with original certificates of insurance and endorsements affecting coverage required by the agreement on forms.

x. ~~**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 BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.~~

xi. ~~**Reporting of Claims:** CVHA shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CVHA in connection with this agreement.~~

A. INDEMNIFICATION

1. The CVHA shall indemnify, defend, and hold harmless **BCVRPD**, its directors, officers, agents, employees, and volunteers 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 CVHA**'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 directors, officers, agents, employees, or volunteers.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The CVHA shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

2. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants **Minimum commercial liability coverage 2M per occurrence and 4M in general aggregate**.

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

a. Such insurance shall name **BCVRPD**, its directors, officers, agents, employees, and volunteers as additional insureds prior to the use of the facility. The CVHA shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the (**BCVRPD**'s self-insurance pool.

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

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, CVHA shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to CVHA and that the conditions of the Premises are safe for the use intended by CVHA. CVHA shall immediately notify BCVRPD of any condition(s) deemed by CVHA to pose a risk of injury to persons using the Premises. CVHA's use of the Premises, with or without the inspection required herein, shall be deemed CVHA's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NOCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

1. A CVHA shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The CVHA agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The CVHA 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 CVHA's right to use of the facility under this agreement should CVHA fail to comply with any provision of this section.

G. FORCE MAJEURE

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

XXX. CVHA 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 CVHA 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.

XXXI. CVHA shall defend, with counsel of BCVRPD's choosing and at CVHA own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CVHA shall pay and

satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding, unless solely caused by the gross negligence or willful misconduct of BCVRPD, its officers, employees, or agents. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CVHA shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

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

ii. CHERRY VALLEY HORSEMEN'S ASSOCIATION, INC.
PO Box 3092
Beaumont, CA 92223

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

XXXVI. This agreement is to be effective on January 1, 2027 and end on December 31, 2029. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXVII. 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.

XXXVIII. The recitals above are true and correct and are incorporated herein by this reference.

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

Mickey Valdivia, General Manager, BCVRPD	Donald Patton, President (CVHA)
Date	Date

This Page is Intentionally Blank

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.1**

To: Board of Directors
From: Noah Valdivia, Athletic Facilities Manager
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Consideration of 2027 FULA for Thunder Alley RC Track

Recommendations: Staff recommends that the Board of Directors deny the proposed 2027 Facility Use License Agreement with Thunder Alley Raceway at Noble Creek due to ongoing facility maintenance concerns, inadequate communication, unreported events, and failure to meet financial obligations.

Background and Analysis: The RC track at Noble Creek Regional Park has been in operation since 2001, with various operators managing the facility over the years. Most recently, Chris Nelson assumed operations in March 2026. Since that time, District staff has identified ongoing concerns related to facility maintenance, communication, event coordination, and financial obligations, which have contributed to staff's recommendation against renewing the agreement.

The overall appearance and maintenance of the track and surrounding area have consistently fallen below District expectations. Of particular concern was the removal of fencing, which remained down for an extended period. The operator indicated this was necessary to accommodate the delivery of additional fill dirt. However, upon inspection, staff questioned this explanation, as the quality and appearance of the material suggested it had been in place for years rather than recently delivered, particularly with conduit still exposed near the soil surface.

Communication and coordination with the operator have also been ongoing concerns. On multiple occasions, races and events have taken place without prior notification to District staff or inclusion on the facility schedule. Most recently, a race was held during the weekend of October 24–25, 2026, without the District's knowledge or prior approval. This continued lack of communication has created operational challenges related to parking, public access, facility scheduling, and the District's ability to provide appropriate oversight of activities taking place on District property.

Additionally, the operator has failed to meet financial obligations under the existing agreement. Since assuming operations in March 2026, the operator has not made any payments to the District. As a result, outstanding charges dating back to April 2026 have accumulated to a total of $5,139.99. These unpaid balances, combined with recurring operational concerns, raise significant questions regarding the operator's ability to fulfill the responsibilities of another annual agreement.

While staff recognizes the recreational opportunities provided by the track, the ongoing maintenance, communication, and financial concerns demonstrate that the current arrangement has not met District expectations.

Fiscal Impact: The proposed agreement would generate $550 per month in rental revenue, plus utility reimbursements. However, outstanding payments from 2026 remain unresolved.

Respectfully submitted,

Noah Valdivia
Athletic Facilities Manager

This Page is Intentionally Blank

Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1st, 2027 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and THUNDER ALLEY RACEWAY AT NOBLE CREEK. BCVRPD and "THUNDER ALLEY RACEWAY AT NOBLE CREEK" 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, THUNDER ALLEY RACEWAY AT NOBLE CREEK desires to utilize BCVRPD facilities between January 1st, 2027 and December 31st, 2027 for RC RACEWAY TRACK PRACTICE, EVENTS AND PLAY.
3. Whereas, THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. **Authorization of Facility Rental**

i. BCVRPD hereby authorizes Thunder Alley Raceway at Noble Creek to rent the Noble Creek Regional Park for the operation of events and activities on the RC raceway track during regular operating hours. The operating hours are as follows:

i. Wednesdays: 5:00 PM to 10:00 PM
ii. Fridays: 11:00 AM to 10:00 PM
iii. Saturdays: 9:00 AM to 10:00 PM
iv. Sundays: 9:00 AM to 5:00 PM

ii. Events and use of the raceway track are subject to availability, and any changes to the operating hours will be communicated by BCVRPD staff.

iii. **Special Event Dates**
The race dates for 2027 will be amended into this contract following approval by the Athletic Facilities Coordinator, General Manager and the signing of

both parties. Any dates requested after the signing of the amendments will require approval by the Athletic Facilities Manager.

II. Building/facility availability and ALL EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.

i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2027 ARE NOT GUARANTEED.

ii. THUNDER ALLEY RACEWAY AT NOBLE CREEK must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the district for any other reason through the district office at regular rental prices.

iii. In the case there are ROOM CAPACITY restrictions, THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 Athletic Facilities Manager or General Manager of the District.

ii. The dog park/tennis court parking lot spaces are not to be used by THUNDER ALLEY RACEWAY AT NOBLE CREEK patrons, employees, or volunteers except appropriate Handicap placard vehicles.

iii. During events in the horse arena BCVRPD will designate parking for THUNDER ALLEY RACEWAY AT NOBLE CREEK. 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.

~~V. Thunder Alley Raceway at Noble Creek will comply with all applicable law, rules, & regulations per state of California regarding covid-19 requirements~~

~~i. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.~~

~~ii. THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees to abide by all applicable local, federal, and state accessibility standards and regulations.~~

~~iii. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK right to use of the facility under this agreement should THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK chooses to store in or around the facility.

i. THUNDER ALLEY RACEWAY AT NOBLE CREEK must get prior approval for any stored items on the district property.

ii. THUNDER ALLEY RACEWAY AT NOBLE CREEK will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items.

iii. THUNDER ALLEY RACEWAY AT NOBLE CREEK will provide a set of keys or combinations to the district to anything stored on the district property.

iv. Thunder Alley Raceway shall lock and clean the restrooms next to the RC TRACK at the conclusion of each event day.

v. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. ($500.00 Per Month), THUNDER ALLEY RC RACEWAY will be charged per month the difference in the meter readings at $1.31 for water and .53 for Electricity (KWH). In 2027 there will be a ($50.00) rent increase in monthly rent dues.

iii. Payable within (10) days after, the Executive Assistant has invoiced for the month and emails (lorena@tnrfuels.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 to restore the contract.

VIII. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall, during scheduled use perform set-up and take-down of all chairs and tables and be responsible for the general cleanliness of the track and surrounding area after every use.

i. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.

~~ii. THUNDER ALLEY RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons will be limited to gatherings of (10) total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated: at any given time for each practice, race, or event.~~

~~iii. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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.~~

iv. Cleanliness of the walkways and bathrooms shall be the responsibility of THUNDER ALLEY RACEWAY AT NOBLE CREEK during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.

i. THUNDER ALLEY RACEWAY AT NOBLE CREEK will be billed for the labor to clean walkway in the event they are not cleaned up after use.

v. THUNDER ALLEY RACEWAY AT NOBLE CREEK will remove all trash after each use.

vi. THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees to inform BCVRPD ATHLETIC FACILITIES MANAGER two weeks in advance when additional trash cans are to be used. THUNDER ALLEY RACEWAY AT NOBLE CREEK will plan for the additional trash bins needed. BCVRPD will allot space for additional trash bins.

IX. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK 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.

~~X. THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees to CDC Guidelines and shall clean restroom facilities each hour of use 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK and must meet all City/County/State legal standards.

XII. BCVRPD is routinely doing upgrades to our facilities. During this time THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK to another facility if THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall not duplicate any keys. If a key is lost or stolen THUNDER ALLEY RACEWAY AT NOBLE CREEK shall immediately report the loss to BCVRPD. THUNDER ALLEY RACEWAY AT NOBLE CREEK will be charged the cost for the re-keying of the building and for manufacture of new keys.

i. THUNDER ALLEY RACEWAY AT NOBLE CREEK must supply the district with one key to property in case of an emergency, the district will make every effort to contact THUNDER ALLEY RACEWAY AT NOBLE

CREEK in the event that the property must be accessed. If the District must cut locks for entry THUNDER ALLEY RACEWAY AT NOBLE CREEK will be responsible for any new locks and keys that need to be made.

XVI. THUNDER ALLEY RACEWAY AT NOBLE CREEK will provide the district with a list of anyone that has been issued keys and for what locations.

XVII. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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.

XIX. THUNDER ALLEY RACEWAY AT NOBLE CREEK will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any THUNDER ALLEY RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons.

XX. THUNDER ALLEY RACEWAY AT NOBLE CREEK will provide the district with a list of anyone that has been issued with the assigned alarm code.

XXI. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.

XXII. THUNDER ALLEY RACEWAY AT NOBLE CREEK will be responsible for any damage to the facility caused by THUNDER ALLEY RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to THUNDER ALLEY RACEWAY AT NOBLE CREEK.

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. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. THUNDER ALLEY RACEWAY AT NOBLE CREEK members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.

XXV. THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees they will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.

XXVI. THUNDER ALLEY RACEWAY AT NOBLE CREEK will have the opportunity 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK. 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.

XXVII. 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, THUNDER ALLEY RACEWAY AT NOBLE CREEK will be billed for all illegal camper(s) and towing expenses if necessary.

XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.

XXIX. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall maintain its own liability insurance, naming BCVRPD as additionally insured.

~~XXX. **INDEMNIFICATION**~~

~~i. **THUNDER ALLEY RACEWAY AT NOBLE CREEK** 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 **THUNDER ALLEY RACEWAY AT NOBLE CREEK** '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.~~

~~XXXI. **INSURANCE REQUIREMENTS**~~

~~i. General liability insurance: **THUNDER ALLEY RACEWAY AT NOBLE CREEK** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not~~

less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. **THUNDER ALLEY RACEWAY AT NOBLE CREEK** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD**'s self-insurance pool.

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

XXXII. **COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**

i. A **THUNDER ALLEY RACEWAY AT NOBLE CREEK** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

ii. **THUNDER ALLEY RACEWAY AT NOBLE CREEK** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

iii. **THUNDER ALLEY RACEWAY AT NOBLE CREEK** 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 **THUNDER ALLEY RACEWAY AT NOBLE CREEK** 's right to use of the facility under this agreement should **THUNDER ALLEY RACEWAY AT NOBLE CREEK** fail to comply with any provision of this section.

XXXIII. **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. **THUNDER ALLEY RACEWAY AT NOBLE CREEK** waives any right of recovery against **BCVRPD** and **THUNDER ALLEY RACEWAY AT NOBLE CREEK** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

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

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

ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.

iii. The insurance provided must be primary and noncontributory and include an endorsement.

iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.

v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

vi. Certificates of Liability Insurance must include the policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

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

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

viii. Minimum liability limits are as follows:

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

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

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

x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall

~~obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.~~

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

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

A. INDEMNIFICATION

1. The THUNDER ALLEY RACEWAY AT NOBLE CREEK shall indemnify, defend, and hold harmless **BCVRPD**, its directors, officers, agents, employees, and volunteers 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK**'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 directors, officers, agents, employees, or volunteers.

B. INSURANCE REQUIREMENTS

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

    a. Such insurance shall name **BCVRPD**, its directors, officers, agents, employees, and volunteers as additional insureds prior to the use of the facility. The THUNDER ALLEY RACEWAY AT NOBLE CREEK shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.

    b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List

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

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

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, THUNDER ALLEY RACEWAY AT NOBLE CREEK shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to THUNDER ALLEY RACEWAY AT NOBLE CREEK and that the conditions of the Premises are safe for the use intended by THUNDER ALLEY RACEWAY AT NOBLE CREEK. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall immediately notify BCVRPD of any condition(s) deemed by THUNDER ALLEY RACEWAY AT NOBLE CREEK to pose a risk of injury to persons using the Premises. THUNDER ALLEY RACEWAY AT NOBLE CREEK's use of the Premises, with or without the inspection required herein, shall be deemed THUNDER ALLEY RACEWAY AT NOBLE CREEK's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

1. A THUNDER ALLEY RACEWAY AT NOBLE CREEK shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK's right to use of the facility under this agreement should THUNDER ALLEY RACEWAY AT NOBLE CREEK fail to comply with any provision of this section.

G. FORCE MAJEURE

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

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

No blanket endorsements will be accepted.

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

   i. Coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,

   ii. 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.

   iii. **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.

   iv. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

   v. **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.

   vi. **Verification of Coverage:** THUNDER ALLEY RACEWAY AT NOBLE CREEK shall furnish the DISTRICT with original certificates of insurance and endorsements affecting coverage required by the agreement on forms.

   vii. **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 BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.

viii. **Reporting of Claims:** THUNDER ALLEY RACEWAY AT NOBLE CREEK shall report to the BCVRPD, in addition to the insurer, all insurance claims submitted by THUNDER ALLEY RACEWAY AT NOBLE CREEK in connection with this agreement.

XXXVI. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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 THUNDER ALLEY RACEWAY AT NOBLE CREEK 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.

XXXVII. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall defend, with counsel of its choosing and at THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

5. THUNDER ALLEY RACEWAY AT NOBLE CREEK shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
6. THUNDER ALLEY RACEWAY AT NOBLE CREEK agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
7. THUNDER ALLEY RACEWAY AT NOBLE CREEK 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.

8. BCVRPD reserves the right to immediately revoke THUNDER ALLEY RACEWAY AT NOBLE CREEK 's right to use of the facility under this agreement should THUNDER ALLEY RACEWAY AT NOBLE CREEK **fail** to comply with any provision of this section.

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

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

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

XLII. 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. Chris Nelson
10279 11th Ave, Hesperia, CA 92345
Notices shall be deemed effective when received by the other Party.

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

XLIV. The recitals above are true and correct and are incorporated herein by this reference.

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

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

Mickey Valdivia, General Manager, BCVRPD	Chris Nelson, Owner, (Thunder Alley Raceway at Noble Creek)
Date	Date

This Page is Intentionally Blank

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.2.**

To: Board of Directors
From: Deidre Chatigny, Assistant General Manager/HR Administrator
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Approval to Enter into an Agreement with Municipal Finance Corporation for Financing Services to Supplement Proposition 4 Funding

RECOMMENDATION:

Staff recommends that the Board of Directors approve entering into an agreement with Municipal Finance Corporation (MFC) for lease arrangement and financing services to identify potential funding opportunities to supplement the District's $2 million Proposition 4 award, and authorize the General Manager to execute the agreement and necessary related documentation. Any proposed financing terms, borrowing amounts, and repayment obligations would be presented to the Board for separate consideration and approval prior to execution of a financing agreement.

BACKGROUND & ANALYSIS:

The District has been awarded $2 million in Proposition 4 funding to support infrastructure improvements at Noble Creek Regional Park, with an emphasis on public safety, emergency preparedness, and the park's continued use as an emergency fire camp and incident command center during regional emergencies. While the award represents a significant investment in District infrastructure, the District has identified additional improvements that could benefit from supplemental funding. Securing financing to accompany the Proposition 4 award would allow the District to expand the scope of capital projects, address additional infrastructure needs, and maximize the overall impact of the State's investment.

On October 28, 2026, the Board of Directors met with William Morton, President of Municipal Finance Corporation (MFC), to discuss potential financing opportunities through the California Special Districts Association (CSDA) Finance Corporation Lease/Purchase Program. The discussion included the possibility of securing a loan to supplement the Proposition 4 award and provide additional funding for District capital improvements. MFC has extensive experience arranging financing for special districts throughout California and has proposed assisting the District with developing financing options, evaluating interest rates and repayment terms, soliciting proposals from lenders, and coordinating the financing process.

Staff is requesting authorization to enter into an agreement with MFC to begin identifying potential lenders and negotiating financing terms. This agreement would allow MFC to pursue financing opportunities on behalf of the District without committing the District to a specific borrowing amount or repayment obligation.

If the Board approves moving forward and MFC is successful in identifying a financial institution willing to provide the requested financing, staff anticipates returning to the Board at its December 9, 2026 meeting with the proposed final financing terms and a resolution authorizing the borrowing arrangement for consideration and approval.

The anticipated timeline is as follows:

Date	Action
October 28, 2026	Board met with William Morton to discuss potential supplemental financing opportunities.
November 5, 2026	Board consideration of an agreement with MFC to pursue financing options and identify interested lenders.
November–December 2026	MFC solicits lender proposals and develops proposed financing terms, including interest rates and repayment schedules.
December 9, 2026	If financing is available and acceptable terms are identified, staff presents the proposed financing agreement and authorizing resolution for Board consideration.

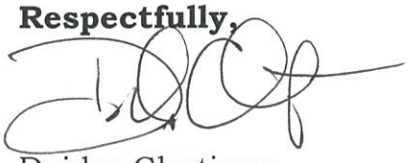
Staff believes that exploring supplemental financing will provide the District with additional flexibility in planning and implementing capital improvements associated with the Proposition 4 award. Approval of the proposed agreement would allow the financing process to move forward while preserving the Board's authority to review and approve the final borrowing terms before the District incurs a long-term financial obligation.

FISCAL IMPACT:

Municipal Finance Corporation has provided a preliminary estimate of $45,000 in financing issuance costs, including lease arrangement fees, legal counsel, applicable filing fees, title insurance, and other associated expenses. The actual costs will depend on the final loan amount and financing structure and may be adjusted accordingly. These costs are contingent upon the successful closing of a financing transaction and would not be payable if financing is not completed.

The total amount of supplemental financing, applicable interest rates, repayment terms, annual debt service obligations, and final issuance costs have not yet been determined. These financial considerations will be presented to the Board for review and approval prior to entering into a borrowing agreement. Approval of the proposed agreement would authorize the District to explore financing options but would not constitute approval to borrow funds or incur long-term debt.

Respectfully,



Deidre Chatigny,
Assistant General Manager/HR Administrator

MUNICIPAL FINANCE CORPORATION
2829 Townsgate Road, Suite 100
Westlake Village, CA 91361
Telephone (805) 719-1235
www.munifinance.com

November 2, 2026

Mr. Mickey Valdavia
General Manager
Beaumont-Cherry Valley Recreation and Park District
390 West Oak Valley Parkway
Beaumont, CA 92223

Re: Lease Arranger Services
CSDA Finance Corporation Lease/Purchase Program

Dear Mickey:

Municipal Finance Corporation ("MFC") is pleased to submit a proposal to serve as a lease arranger for the Beaumont-Cherry Valley Recreation and Park District ("District") to secure financing for the District's lighting and electrical improvements project.

Background

MFC has served as a lease arranger consultant to the CSDA Finance Corporation since 1998. In this capacity, MFC has arranged lease/purchase financings of all types and sizes for special districts throughout California, including many renovations similar the District's proposed project. These include:

Desert Recreation District, $5,000,000
Monterey County Mosquito Abatement District, $4,800,000
Santa Ynez Community Services District, $1,300,000
Phelan Pinon Hills Community Services District, $6,040,000
Valley Center Fire Protection District, $3,030,000
Soledad-Mission Recreation District, $1,000,000

Scope of Services

In connection with its role as lease arranger, MFC provides the following scope of services to the District:

1) Working with the District on a lease/purchase financing plan including financing term, timing, prepayment terms, current interest rate conditions, etc.
2) Preparing alternative payment schedules and scenarios at the request of the District.
3) Preparation of a request for proposals from lenders.
4) Providing a summary of proposals received to the District.
5) Managing the financing calendar and delegation of responsibilities.
6) Coordination of closing arrangements and payments of costs of issuance.
7) Post-closing compliance and administrative issues.

Fees

The total costs of issuance (lease arranger fee, bank/bond counsel fee, CDIAC fee, title insurance fee, etc.) for the financing is $45,000. Payment of the costs of issuance is contingent upon the successful closing of the financing.

If the proposal is acceptable to the District, please sign below and return to my attention at your earliest convenience. I look forward to the opportunity to be of service to the Beaumont-Cherry Valley Recreation and Park District.

Sincerely,

William Morton
President

Proposal Accepted By:
BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT

By_____

Title_____

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Informational Summary

Agenda Item No. **10.3.**

To: Board of Directors
From: Deidre Chatigny, Assistant General Manager/HR Administrator
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Public Forum – Community Input on Future Recreational Programs, Facilities, and Development Opportunities

PURPOSE:

The Pass Area Recreation and Park District is conducting a Public Forum to provide community members with an opportunity to share their ideas, interests, and priorities regarding future recreational programs, facilities, amenities, and development opportunities within the District.

BACKGROUND AND ANALYSIS:

As the District continues to evaluate opportunities to expand recreational services and improve existing facilities, community participation is an important component of the planning process. Understanding the interests and needs of residents will help the District identify recreational opportunities that may be underserved or currently unavailable within the communities it serves.

In 2022, the District conducted a community survey to gather public input regarding recreational interests, needs, and priorities. The results of that survey are included in this Board packet for reference and to provide historical context regarding community preferences at that time. This Public Forum provides an opportunity to revisit those priorities, identify changes in community needs, and gather additional feedback to help guide future planning efforts.

The District is seeking input on a variety of potential recreational opportunities, including youth and adult sports, indoor and outdoor athletic facilities, trails, playgrounds, community gathering spaces, and programs serving residents of all ages and abilities.

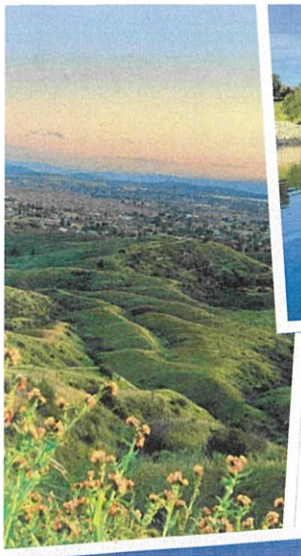
PUBLIC FORUM:

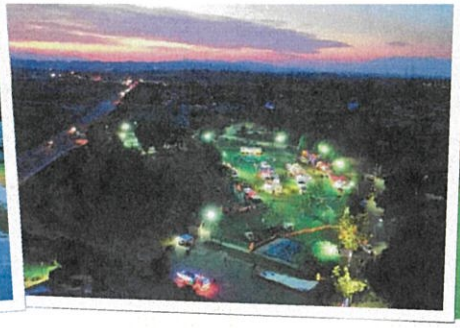
Members of the public are encouraged to share suggestions, identify recreational needs, and discuss potential improvements or additions to District facilities and programs.

The Board of Directors will have an opportunity to hear directly from community members, ask clarifying questions, and consider the feedback presented. Information gathered during the forum may be used to help guide future District planning, establish project priorities, identify potential funding opportunities, and support future grant applications.

BOARD ACTION:

No formal Board action is requested or anticipated. This item is intended for informational purposes and to provide an opportunity for community input regarding the District's future recreational offerings and development priorities.





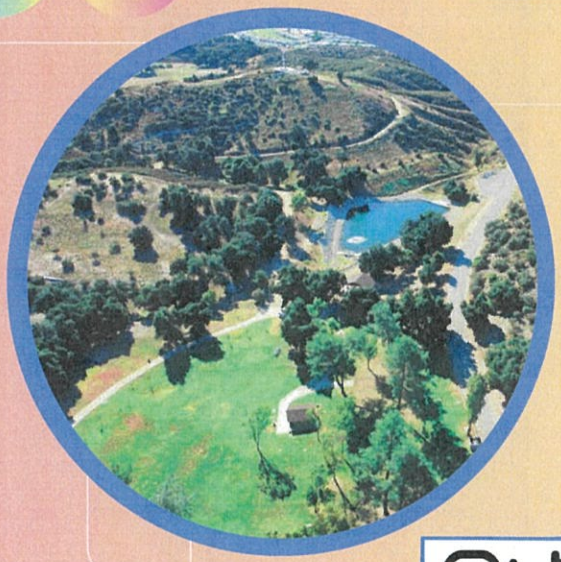


Your Feedback Helps Us Grow




Help Shape the Future of Our Parks!

We are exploring future park improvements, recreational facilities and community programs.



What Would You Like to See Next?

Tell us what you would like to see developed or expanded in our District!



Use your phone's camera to scan this code for a link to complete the survey online

OR complete the attached paper survey and return the Noble Creek Community Center.

BEAUMONT - CHERRY VALLEY RECREATION AND PARK DISTRICT

www.bcvparks.com

@bcvparks

Thank you!

BEAUMONT-CHERRY VALLEY
RECREATION AND PARK DISTRICT
390 W OAK VALLEY PKWY
BEAUMONT CA 92223-9802

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 6 BEAUMONT , CA

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

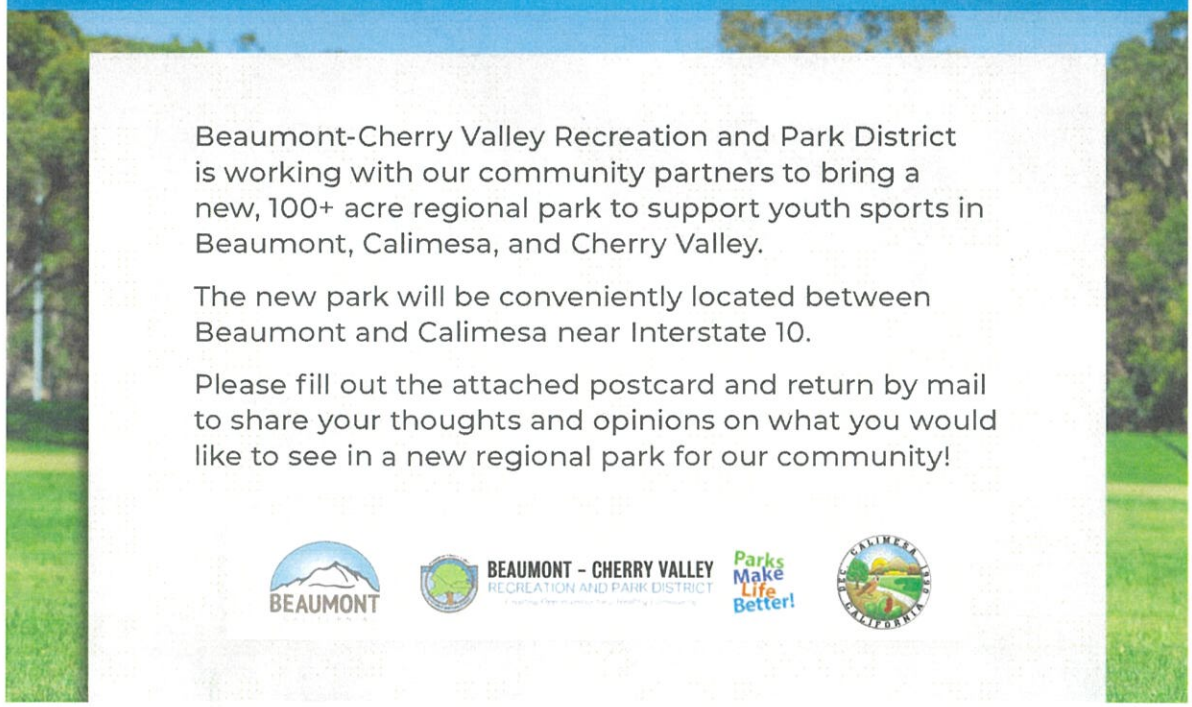
Beaumont-Cherry Valley
Recreation and Park District
390 W. Oak Valley Pkwy.
Beaumont, CA 92223-9802

PRESORT STD
U.S. POSTAGE
PAID
BC

Good News for Pass Area Residents

A New 100+ Acre Regional Park is Coming to the Pass

Check Inside for Details!



Beaumont-Cherry Valley Recreation and Park District is working with our community partners to bring a new, 100+ acre regional park to support youth sports in Beaumont, Calimesa, and Cherry Valley.

The new park will be conveniently located between Beaumont and Calimesa near Interstate 10.

Please fill out the attached postcard and return by mail to share your thoughts and opinions on what you would like to see in a new regional park for our community!

BEAUMONT

BEAUMONT - CHERRY VALLEY
RECREATION AND PARK DISTRICT

Parks Make Life Better!



Potential Amenities Could Include:

- Basketball Courts
- Walking Track
- Softball Fields
- Playgrounds
- Soccer Fields
- Many More!

WE WANT TO HEAR FROM YOU!

Yes!

- ☐ I support a new 100+ acre regional park.
- ☐ I would like to receive news and updates.

Name _____

Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

Comments _____

_____

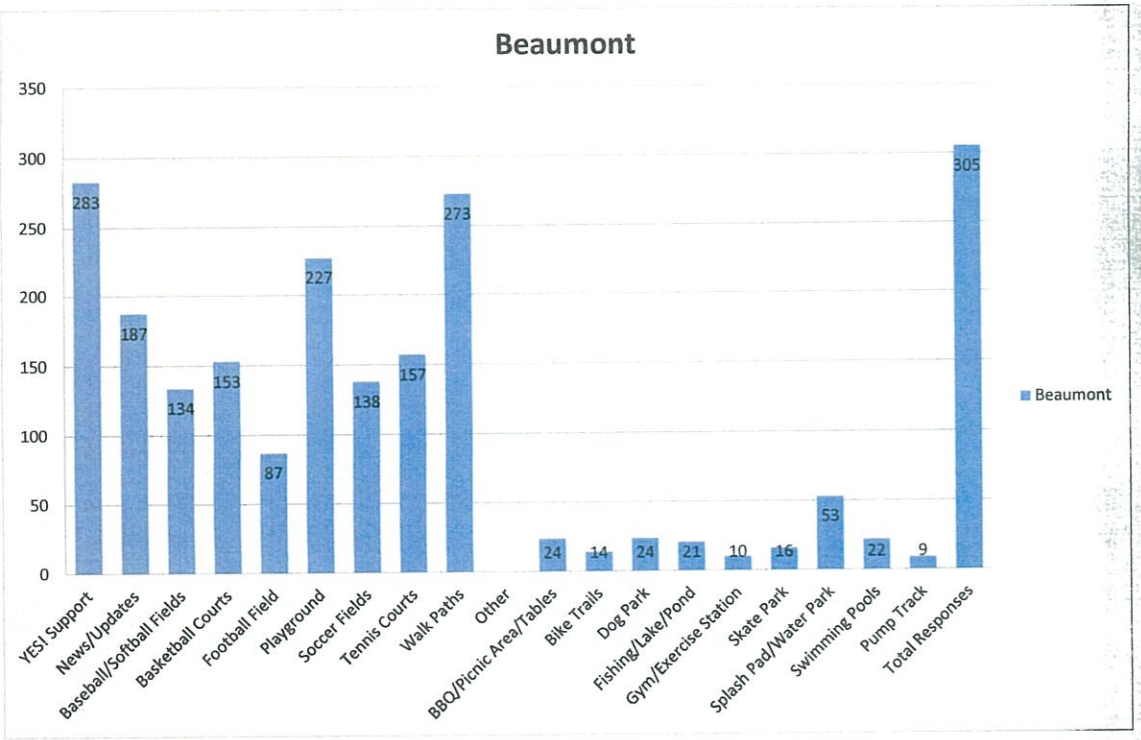
_____

Please tell us what you want included?

- ☐ Baseball/Softball Fields
- ☐ Basketball Courts
- ☐ Football Fields
- ☐ Playgrounds
- ☐ Soccer Fields
- ☐ Tennis Courts
- ☐ Walking Paths

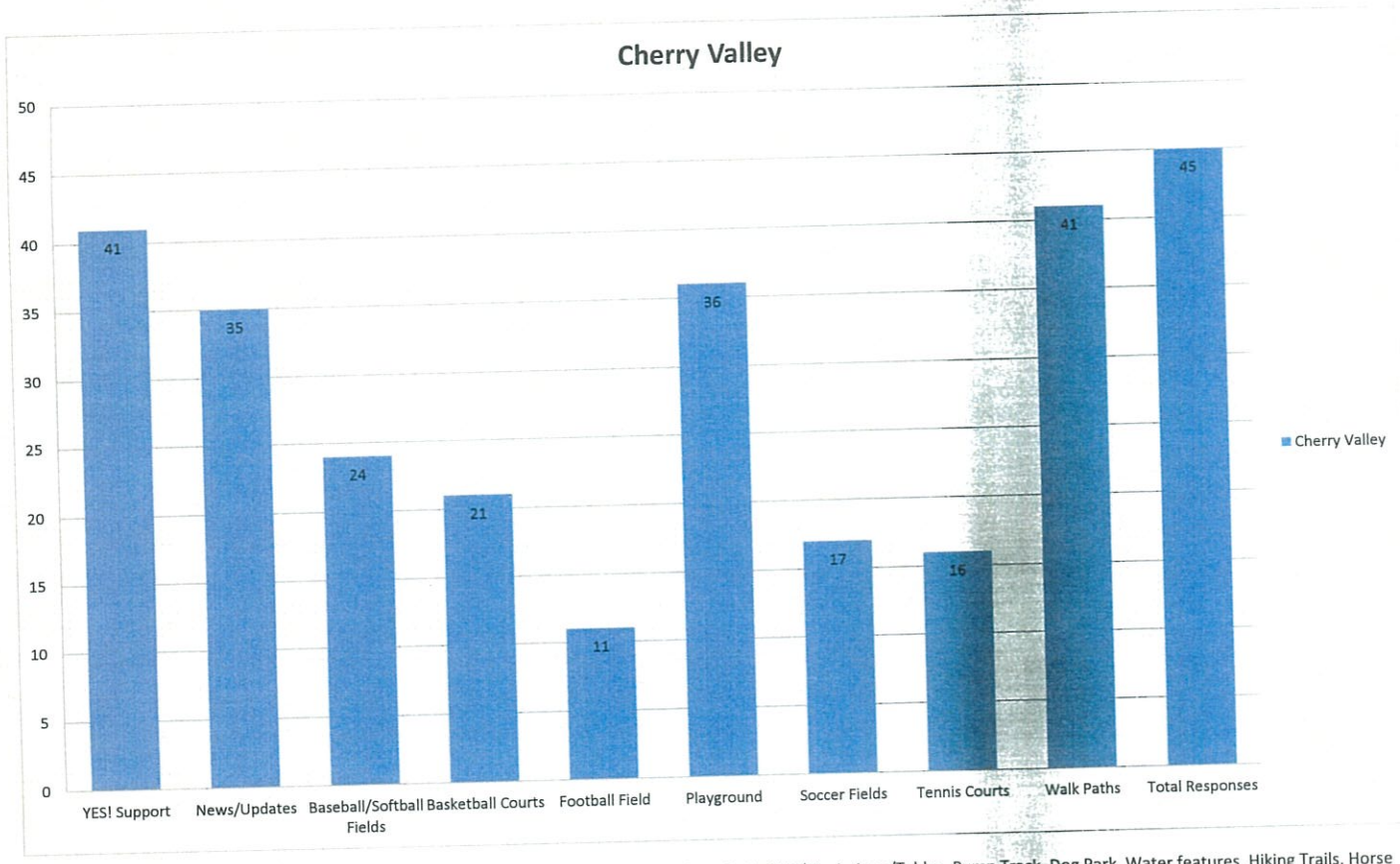
Other _____

_____



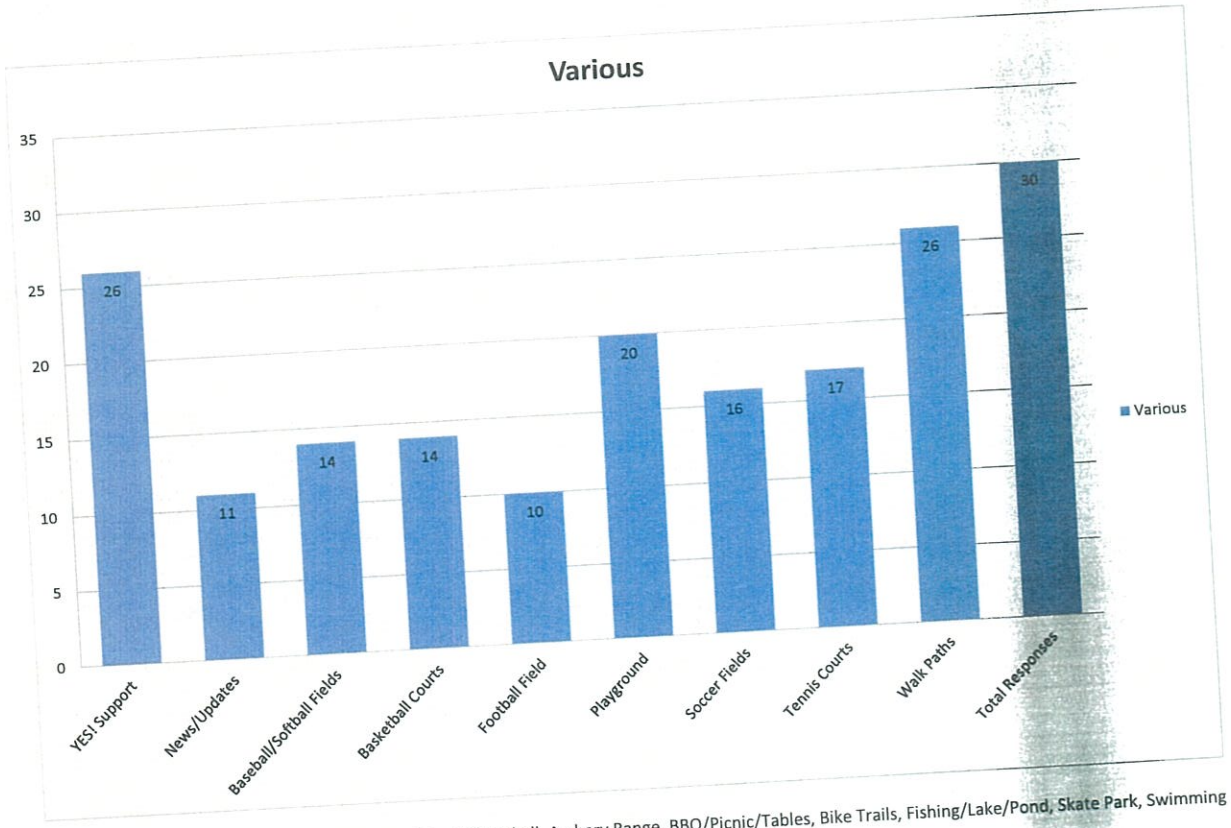
Reponses with less than 10 votes include: Camping, Amphitheater/outdoor stage, Pickle ball, Gardens, Hiking trails, Volleyball, Water Features, Gazebos, Mini Golf/Putting Green, Archery Range, Badminton, Batting Cages, Bocce Ball, Community Bldg. Rock Climbing Wall, Tetherball/Handball, Paddle Boats, Frisbee Golf, Racquetball, Running Track

	Beaumont
YES! Support	283
News/Updates	187
Baseball/Softball Fields	134
Basketball Courts	153
Football Field	87
Playground	227
Soccer Fields	138
Tennis Courts	157
Walk Paths	273
Other	
BBQ/Picnic Area/Tables	24
Bike Trails	14
Dog Park	24
Fishing/Lake/Pond	21
Gym/Exercise Station	10
Skate Park	16
Splash Pad/Water Park	53
Swimming Pools	22
Pump Track	9
Total Responses	**305**
Camping	8
Amphitheater/Stage (outdoor events)	7
Pickle ball	7
Botanical Garden/Garden	5
Hiking Trails	5
Volleyball	5
Water Features	5
Gazebos	4
Restrooms	4
Mini Golf/Putting Green	3
Parking	
Archery Range	
Badminton	
Batting Cages	
Bocce Ball Court	
Community Bldg.	
Rock Climbing Wall	
Tetherball/Handball	
Track	
Boats(Paddle)	
Duck Pond	
Facility 5K Race	
Frisbee Golf	
Handicap Accessibility	
High School	
Racquetball	
Rugby Pitch	
RV Camping Hookups	
Total Responses	30



	Cherry Valley
YES! Support	41
News/Updates	35
Baseball/Softball Fields	24
Basketball Courts	21
Football Field	11
Playground	36
Soccer Fields	17
Tennis Courts	16
Walk Paths	41
Total Responses	45
Other	
Bike Trails	5
Swimming Pools	5
Fishing/Lake/Pond	5
Skate Park	4
BBQ/Picnic Area/Tables	4
Pump Track	3
Dog Park	2
Water Features	2
Hiking Trails	2
Equestrian/Horse Trail	2
Top Golf	2
Camping	1
Splash Pad/Water Park	1
	1
	1
	1
	1
Cement Labyrinth	1
Total Responses	45

Reponses with less than 10 votes include: Bike Trails, Swimming Pool, Fishing/Lake/Pond, Skate Park, BBQ/Picnic Area/Tables, Pump Track, Dog Park, Water features, Hiking Trails, Horse Trails, Top Golf, Camping, Splash Pad/Water Park

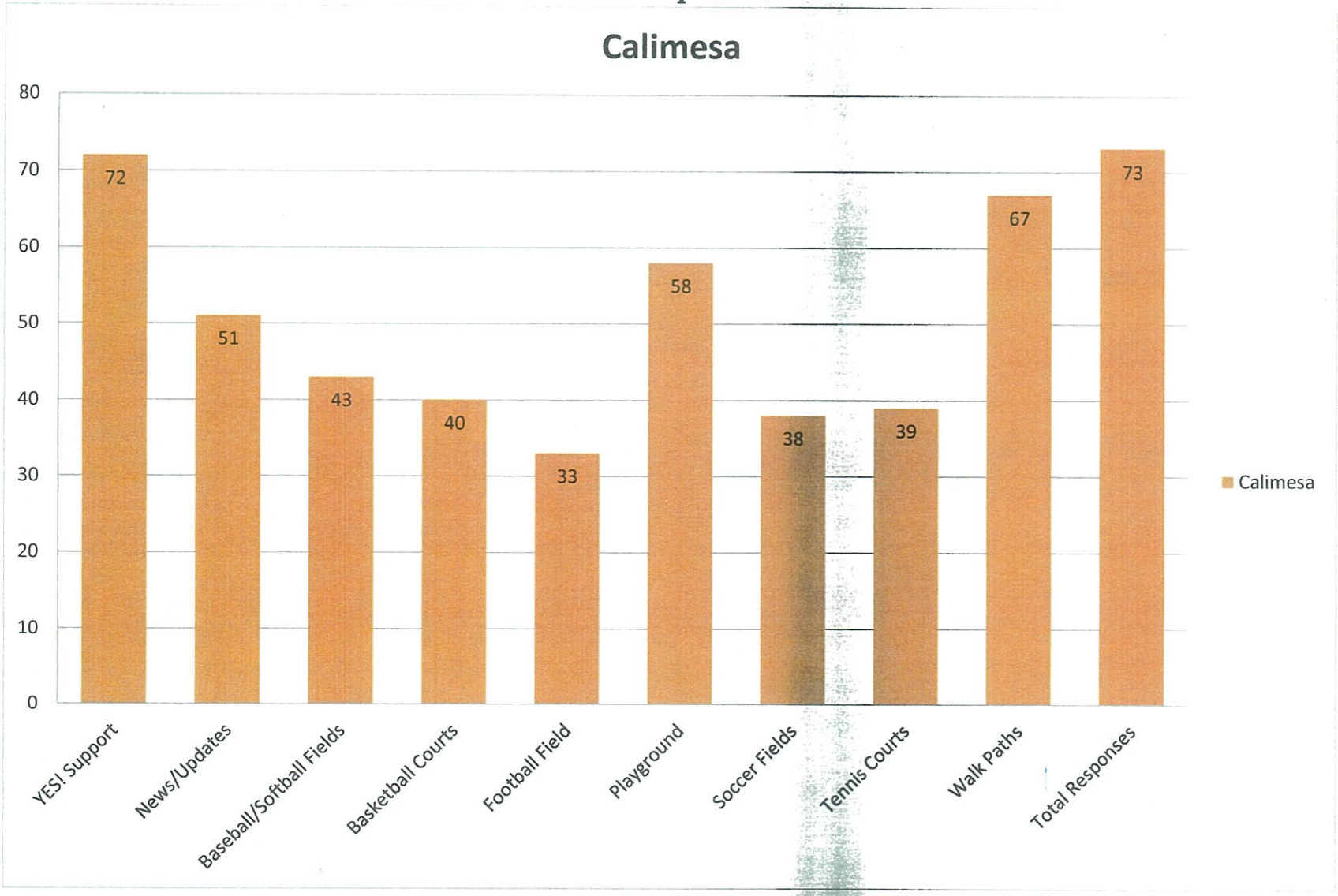


Reponses with less than 6 votes include: Splash Pad, Pickle ball, Archery Range, BBQ/Picnic/Tables, Bike Trails, Fishing/Lake/Pond, Skate Park, Swimming Pool, Volleyball

	Various
YES! Support	26
News/Updates	11
Baseball/Softball Fields	14
Basketball Courts	14
Football Field	10
Playground	20
Soccer Fields	16
Tennis Courts	17
Walk Paths	26
Total Responses	**30**
Other	1
Archery Range	3
BBQ/Picnic Area/Tables	1
Bike Trails	1
Equestrian/Horse Trail	2
Fishing/Lake/Pond	1
Gazebos	3
Pickle ball	1
Skate Park	3
Splash Pad/Water Park	2
Swimming Pools	1
Volleyball	
Camping	
Dog Park	
Track	
Duck Pond	
Frisbee Golf	
Parking	
Boats(Paddle)	
Gym/Exercise Station	
Racquetball	
RV Camping Hookups	
Water Features	
Tetherball/Handball	
Facility 5K Race	
Amphitheater/Stage (outdoor events)	
Badminton	
Restrooms	
Batting Cages	
Pump Track	
Botanical Garden/Garden	
Community Bldg.	
Bocce Ball Court	
Handicap Accessibility	
Hiking Trails	
High School	
Mini Golf/Putting Green	
Rock Climbing Wall	
Rugby Pitch	
Horseshoe Pits	
Shooting Range	
Top Golf	
Cement Labyrinth	

New 100+ Acre Regional Park

Response Cards



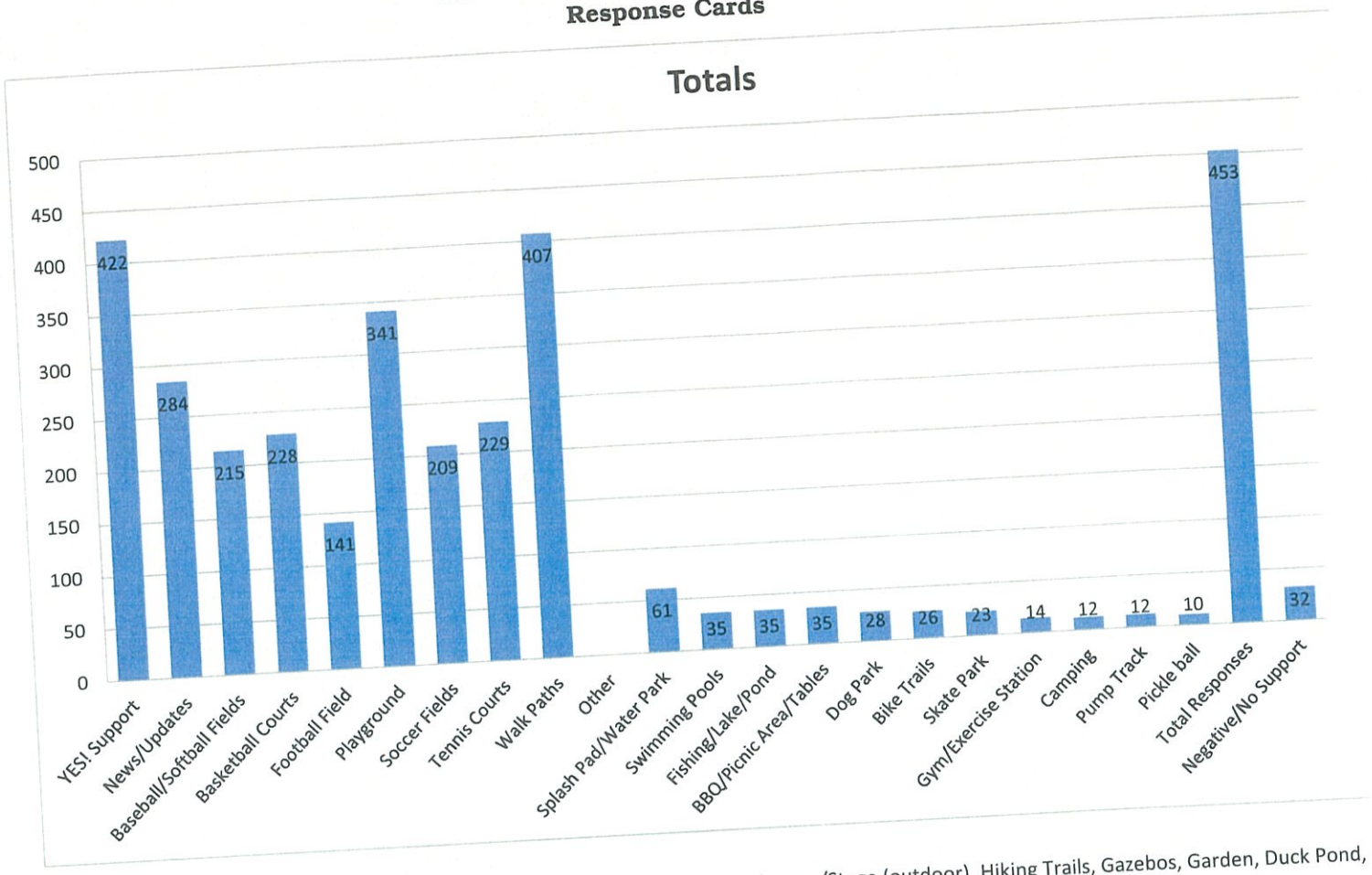
Responses with less than 10 votes include: Fishing/Lake/Pond, Bike Trails, Swimming Pool, Splash Pad/Water Park, BBQ/Picnic Area/Tables, Camping, Volleyball, Duck Pond, Gym/Exercise Station, Skate Park, Dog Park, Frisbee Golf, Paddle Boats, Racquetball, and Water features

New 100+ Acre Regional Park

Response Cards

	Calimesa
YES! Support	72
News/Updates	51
Baseball/Softball Fields	43
Basketball Courts	40
Football Field	33
Playground	58
Soccer Fields	38
Tennis Courts	39
Walk Paths	67
Total Responses	**73**
Other	
Fishing/Lake/Pond	7
Bike Trails	6
Swimming Pools	6
Splash Pad/Water Park	4
BBQ/Picnic Area/Tables	4
Camping	3
Volleyball	3
Duck Pond	3
Gym/Exercise Station	3
Skate Park	2
Dog Park	2
Frisbee Golf	2
Track	1
Parking	1
Boats(Paddle)	1
Racquetball	1
RV Camping Hookups	1
Water Features	1

New 100+ Acre Regional Park
Response Cards



Reponses with less than 10 votes include: Volleyball, Water Features, Amphitheater/Stage (outdoor), Hiking Trails, Gazebos, Garden, Duck Pond, Frisbee Golf, Archery Range, Mini Golf/Putting Green, Horse Trail, Paddle Boats, Racquetball, Tetherball/Handball, Badminton, Batting Cages, Community Bldg., Bocce Ball Court, Rock Climbing Wall, Top Golf, Shooting Range and Cement Labyrinth.

New 100+ Acre Regional Park
Response Cards

	Totals
	422
YES! Support	284
News/Updates	215
Baseball/Softball Fields	228
Basketball Courts	141
Football Field	341
Playground	209
Soccer Fields	229
Tennis Courts	407
Walk Paths	
Other	61
Splash Pad/Water Park	35
Swimming Pools	35
Fishing/Lake/Pond	35
BBQ/Picnic Area/Tables	28
Dog Park	26
Bike Trails	23
Skate Park	14
Gym/Exercise Station	12
Camping	12
Pump Track	10
Pickle ball	**453**
Total Responses	**32**
Negative/No Support	9
Volleyball	8
Water Features	7
Amphitheater/Stage (outdoor events)	7
Hiking Trails	5
Gazebos	5
Botanical Garden/Garden	4
Duck Pond	4
Parking	4
Restrooms	3
Track	3
Frisbee Golf	3
RV Camping Hookups	3
Archery Range	3
Mini Golf/Putting Green	3
Equestrian/Horse Trail	2
Boats(Paddle)	2
Racquetball	2
Tetherball/Handball	2
Badminton	2
Batting Cages	2
Community Bldg.	2
Bocce Ball Court	2
Rock Climbing Wall	2
Top Golf	1
Facility 5K Race	1
Handicap Accessibility	1
High School	1
Rugby Pitch	1
Horseshoe Pits	1
Shooting Range	1
Cement Labyrinth	1
Total Responses	453

Totals

This Page is Intentionally Blank

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.4.**

To: Board of Directors
From: Deidre Chatigny, Assistant General Manager/HR Administrator
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Consideration and Direction Regarding Development of the Dan Hughes Employee Health and Wellness Program

RECOMMENDATION:

Staff recommends that the Board of Directors discuss the proposed development of the Dan Hughes Employee Health and Wellness Program and provide direction regarding employee eligibility, annual benefit amounts, qualifying activities, and other policy parameters. Staff requests authorization to develop a formal District-sponsored benefit policy based on the Board's direction, with the completed policy returning to the Board for final consideration and approval.

BACKGROUND:

The Park Activities Retention Scholarship (PARS) Program was originally established through the Beaumont-Cherry Valley Recreation and Park Improvement Corporation (Foundation) as an employee benefit intended to encourage recreational participation and support employee retention.

At its October 28, 2026 meeting, the Foundation Board voted to discontinue the PARS Scholarship Program, creating an opportunity for the District to establish a more comprehensive employee benefit focused on health, wellness, and recreational participation.

Staff is proposing that the District develop a new Employee Health and Wellness Program that would provide financial assistance toward qualifying recreational and wellness activities. The program would be designed to promote employee well-being, encourage healthy lifestyles, improve morale, and serve as an additional employee retention tool.

Staff would also like to recognize the contributions of former Board Director Dan Hughes by naming the program in his honor. Director Hughes was a strong advocate for employee wellness, recreational participation, and the positive impact these activities have on physical and mental well-being. Establishing the program in his name would serve as a lasting tribute to his commitment to the District and its employees.

DISCUSSION:

Staff is requesting Board direction on the development of a formal Employee Health and Wellness Benefit Policy. The program would provide annual financial assistance toward qualifying recreational and wellness activities, including gym memberships, fitness classes, sports leagues, District programs, Foundation-sponsored events, and other recreational opportunities. Employees would also be permitted to designate their benefit toward another individual of their choosing.

Several program parameters remain to be determined, including employee eligibility, annual benefit amounts, and reimbursement procedures. The Board may consider providing a maximum annual benefit of $250 to all eligible employees or establishing a tiered structure, such as $250 for full-time employees and $125 for eligible part-time and casual employees.

As established by the Foundation Board at its October 28, 2026 meeting, the program is intended to take effect retroactively to July 1, 2026, allowing eligible employees to receive reimbursement for qualifying expenses incurred since that date. The program would follow the District's fiscal year, with benefits resetting annually on July 1.

Staff will work with the District's legal and accounting professionals to determine applicable tax treatment, employment requirements, and appropriate reimbursement procedures. Following Board direction, staff will develop a comprehensive policy outlining program eligibility, administration, and financial parameters for final Board consideration and approval.

FISCAL IMPACT:

The District currently employs an average of 12 full-time and 18 part-time/casual employees. Depending on the eligibility requirements and benefit amounts established by the Board, the estimated maximum annual program cost would range from $3,000 to $7,500.

Providing $250 annually to all employees would result in an estimated cost of $7,500. Alternatively, providing $250 to full-time employees and $125 to part-time/casual employees would result in an estimated annual cost of $5,250. Limiting the benefit to full-time employees would result in an estimated annual cost of $3,000.

The program would operate on a fiscal-year basis beginning July 1, with retroactive eligibility proposed for qualifying expenses incurred on or after July 1, 2026, subject to final Board approval. No funding appropriation is requested at this time. A proposed budget and final policy will be presented to the Board for consideration prior to implementation.

Respectfully,



Deidre Chatigny,
Assistant General Manager/HR Administrator

Beaumont-Cherry Valley

Recreation & Park District

Staff Report

Agenda Item No. **10.5.**

To: Board of Directors
From: Aaron Morris, Assistant Maintenance Superintendent
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Approval of Quimby Funds Not to Exceed $20,000 for Field 1C Fencing and Backstop Improvements at Noble Creek Regional Park

Recommendation:

Staff recommends that the Board of Directors approve the allocation and expenditure of Quimby Act funds in an amount not to exceed $20,000 for the purchase of fencing materials and necessary equipment rentals to construct new perimeter fencing, player dugouts, and an elevated backstop for Field 1C (Field 8) at Noble Creek Regional Park.

Background and Analysis:

As part of the District's ongoing efforts to expand youth athletic opportunities, an additional playing field, designated as Field 1C, is being developed within the centerfield area of Field 1 at Noble Creek Regional Park. This field represents the District's previously promised Field 8 and will provide additional playing capacity for youth baseball and softball programs.

To complete the development of Field 1C, staff proposes removing and realigning portions of the existing fencing to establish the new playing field boundaries. The improvements will include installation of perimeter chain-link fencing, enclosed player dugouts, and an elevated backstop designed to provide additional protection from foul balls. The new fencing configuration will also create space along the foul lines and behind the playing area for spectator seating and shade trees, which are being addressed separately through a funding request to the District's Foundation.

Staff proposes purchasing the necessary fencing materials, including posts, chain-link fabric, rails, gates, and hardware, from a commercial supplier. Equipment rental will also be necessary to safely complete installation of the elevated backstop. To reduce project costs, District Maintenance staff will perform the demolition, site preparation, post installation, assembly, and fencing installation. By completing this work in-house, the District can avoid the additional expense of hiring an outside contractor while utilizing existing staff and resources.

These improvements are necessary to prepare Field 1C for regular league and tournament use and will support the District's continued expansion of youth recreational programming.

Fiscal Impact:

The District currently has an available Quimby Act fund balance of $38,067.73. Staff is requesting authorization to expend an amount not to exceed $20,000 from these funds for the proposed improvements.

Description	Estimated Cost
Commercial Fencing and Dugout Materials	$17,500.00
Equipment Rental (Elevated Backstop Installation)	$1,500.00
Contingency, Freight, and Miscellaneous Materials	$1,000.00
District Maintenance Labor (Existing Budget)	$0.00
Total Requested Quimby Funding	$20,000.00

The proposed expenditure would leave an estimated Quimby Act fund balance of $18,067.73.

All installation work will be performed by District Maintenance staff, with labor costs absorbed within the existing FY 2026–2027 Maintenance Operating Budget. No additional General Fund appropriation is requested. The use of Quimby funds will allow the District to complete these capital improvements while preserving General Fund resources for other operational and maintenance needs.

Respectfully,



Aaron Morris,
Assistant Maintenance Superintendent

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.6.**

To: Board of Directors
From: Deidre Chatigny, Assistant General Manager/HR Administrator
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Approval to Borrow Up to $20,000 from District Reserves for Geotechnical Soils Investigation – Proposition 4 Noble Creek Regional Park Lighting Project

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the General Manager to temporarily utilize an amount not to exceed $20,000 from District reserves to complete the necessary geotechnical soils investigation for the Proposition 4 Noble Creek Regional Park Lighting Project, with the funds to be reimbursed through Proposition 4 grant funding once available.

BACKGROUND & ANALYSIS:

The District has been awarded $2 million in Proposition 4 funding to support infrastructure improvements at Noble Creek Regional Park, including lighting upgrades that will enhance the facility's ability to serve as an emergency fire camp and incident command center during regional emergencies.

Noble Creek Regional Park has served as a critical staging and support location for emergency response agencies during major wildfire incidents, including the Line Fire and Palisades Fire. The park's extensive open space, athletic fields, and supporting infrastructure allow emergency personnel to establish temporary operations, stage equipment, and coordinate response activities. Improved lighting is an important component of maintaining the park's emergency response capabilities, particularly during nighttime operations when adequate illumination is necessary for personnel safety, equipment movement, and continued emergency activities. These improvements will also provide long-term benefits for recreational programming and athletic field use.

As part of the preliminary engineering and design process, a geotechnical soils investigation is necessary to evaluate subsurface conditions and provide recommendations for the foundations supporting the proposed lighting structures. The project is anticipated to involve ten Musco lighting poles, requiring appropriate soils analysis to ensure structural stability and compliance with applicable engineering and construction standards.

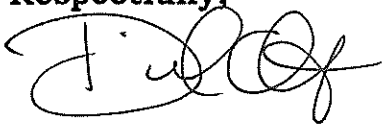
Staff is seeking to move forward with the lighting project as soon as possible, with a proposed completion date of March 1, 2027. To maintain this timeline, the District must begin preliminary engineering activities, including the required geotechnical soils investigation, without delay. Although the District has been awarded Proposition 4 funding, the timeline for receiving the funds has not yet been established. Rather than postpone the project while awaiting funding, staff proposes temporarily advancing up to $20,000 from District reserves to complete the soils investigation and allow the engineering and design process to proceed.

The funds advanced from reserves will be reimbursed through Proposition 4 funding once available.

FISCAL IMPACT:

The requested authorization is for a temporary advance of up to $20,000 from District reserves to cover the geotechnical soils investigation associated with the Noble Creek Regional Park Lighting Project. The District has been awarded Proposition 4 funding that will reimburse this expenditure; however, the timeline for receiving those funds has not yet been established. Upon receipt of the reimbursement, the advanced funds will be returned to District reserves. No permanent expenditure of District reserve funds is anticipated.

Respectfully,



Deidre Chatigny,
Assistant General Manager/HR Administrator

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.7.**

To: Board of Directors
From: Deidre Chatigny, Assistant General Manager/HR Administrator
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Authorization to Award Contract for Noble Creek Community Center ADA Restroom Improvement Project

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the General Manager to award the Noble Creek Community Center ADA Restroom Improvement Project to the lowest responsive and responsible bidder and execute all necessary contracts and related documentation, subject to final verification of bidder qualifications, approval from the Community Development Block Grant (CDBG) program, and satisfaction of all applicable contracting requirements.

BACKGROUND AND ANALYSIS:

The Noble Creek Community Center ADA Restroom Improvement Project is intended to bring the facility's existing restrooms into compliance with the Americans with Disabilities Act (ADA). The project will address existing accessibility deficiencies and provide restroom facilities that meet applicable accessibility standards, improving accessibility and functionality for all facility users. At its November 12, 2025 meeting, the Board of Directors approved a total project budget of $152,000 for the restroom improvements. The project also has an allocation of $93,431 through the Community Development Block Grant (CDBG) program administered by Riverside County.

The District coordinated with LEC Engineering to prepare the necessary project specifications, bid documents, and competitive bidding process. Throughout the process, Riverside County CDBG staff has provided guidance and oversight to help ensure that the project complies with applicable funding, procurement, and program requirements.

The District solicited competitive bids for the Noble Creek Community Center ADA Restroom Improvement Project and received eight (8) submissions by the October 29, 2026 bid deadline. The results are as follows:

Contractor	Bid Amount
Deluxe Dwelling	$ 91,820.00
Estate Design and Construction	$ 94,860.00
100X Construction	$149,000.00
Co Brothers LLC	$160,000.00
United Contracting LLC	$165,000.00
Pro Team Plumbing	$180,000.00
R Dependable Const Inc	$199,900.00
Shanks Construction LLC	$199,950.00

Following the bid opening, LEC Engineering reviewed the three lowest bids to evaluate responsiveness and contractor qualifications. Based on the information submitted and publicly available records, no material deficiencies were identified that would warrant disqualification of the bidders reviewed. Final confirmation of the lowest responsive and responsible bidder remains subject to completion of applicable verification and approval requirements.

Although the project was properly advertised and competitively bid, the anticipated contract award exceeds the General Manager's existing $50,000 signing authority. Accordingly, Board authorization is required before the General Manager may execute the construction contract.

Time is of the essence, as the District has already reserved a construction window and blocked off the Noble Creek Community Center event space to accommodate the anticipated work. Any delays in awarding the contract could impact the construction schedule, facility availability, and future reservations.

Staff is therefore requesting authorization for the General Manager to award the contract to the lowest responsive and responsible bidder and execute all necessary documentation upon receipt of the required CDBG approval and completion of applicable verification requirements. This will allow the District to proceed with construction as soon as possible without returning to the Board for a subsequent contract award approval.

FISCAL IMPACT:

At its November 12, 2025 meeting, the Board of Directors approved a total project budget of $152,000. In accordance with prior funding approvals, the District has set aside $145,000 in the Projects account and $20,000 in Foundation funds to support project expenditures.

The District has also been allocated $93,431 through the Riverside County Community Development Block Grant (CDBG) program. These funds will be provided on a reimbursement basis following completion of the project and satisfaction of applicable program requirements.

The lowest construction bid received is $91,820.00. The District has reserved funds to cover the upfront costs of construction while awaiting CDBG reimbursement.

No additional appropriation is requested as part of this action. The final contract award and total project expenditures will remain subject to the previously approved project budget and applicable funding requirements.

Respectfully,

Deidre Chatigny,
Assistant General Manager/HR Administrator

BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **10.8.**

To: Board of Directors
From: Kaylee Fuerte, Clerk of the Board
Via: Mickey Valdivia, General Manager
Date: November 5th, 2026
Subject: Emergency Action – Authorization to Relocate Electrical Junction for Roadway Safety at a Cost Not to Exceed $40,000

RECOMMENDATION:

Staff recommends that the Board of Directors review and approve emergency electrical relocation and associated safety improvements near Field 6 at Noble Creek Regional Park, at a cost not to exceed $40,000, utilizing available funds previously allocated for the Noble Creek Community Center ADA Restroom Improvement Project.

BACKGROUND AND ANALYSIS:

Staff has identified a significant safety concern involving an electrical junction located within the parking lot roadway behind left field of Field 6 at Noble Creek Regional Park. The electrical infrastructure provides power to the field lighting systems for both Fields 5 and 6, with the primary issue affecting Field 6. The existing junction is susceptible to flooding, creating a potentially dangerous situation due to the presence of live electrical components. Staff believes recent storms and excessive water accumulation have contributed to the issue, raising concerns about the safety of District personnel, park visitors, and vehicles traveling through the area.

SRS Electric has responded to the issue and performed temporary repairs to address the immediate concern. However, these repairs are not intended to serve as a permanent solution, and additional corrective work is necessary to protect the electrical infrastructure and maintain safe, reliable operation of the field lighting systems.

The proposed improvements include relocating the electrical junction and associated electrical boxes to a safer location, installing or modifying concrete walkways along the south side of the parking lot adjacent to the meadow, realigning the existing fencing along the left field boundary of Field 6 on the north side of the driveway, and completing any additional adjustments necessary to accommodate the relocation and improve safety throughout the affected area.

Under the emergency provisions of the District's Procurement Policy, the General Manager has the authority to authorize immediate corrective action when circumstances present an urgent threat to public safety or District property. Although this authority permits the General Manager to proceed without prior Board approval, staff is bringing the matter forward for Board review and approval in the interest of transparency and fiscal oversight.

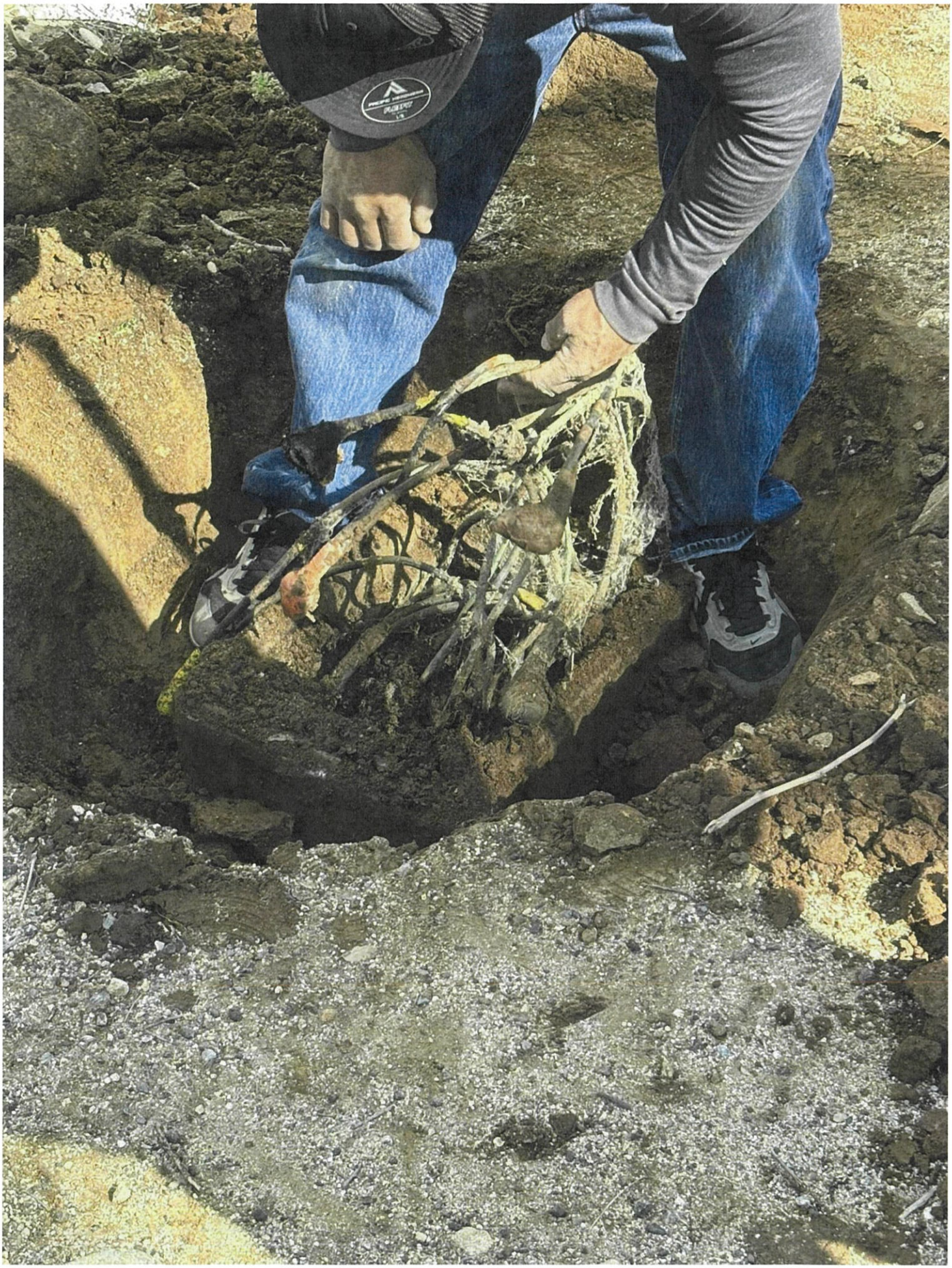
Given the potential risks associated with live electrical equipment in an area susceptible to flooding, staff considers these improvements urgent. Timely completion will help protect park visitors and employees, prevent additional damage to District infrastructure, and reduce the potential for interruptions to field lighting and recreational activities.

FISCAL IMPACT:

The total cost of the emergency electrical relocation and associated improvements is not anticipated to exceed $40,000. The Board previously approved a total allocation of $165,000 for the Noble Creek Community Center ADA Restroom Improvement Project, consisting of $145,000 currently held in the District's project account and an additional $20,000 held by the Foundation. Based on updated projections, the restroom improvements are expected to cost less than $115,000, leaving approximately $50,000 in anticipated available funding. Staff recommends utilizing up to $40,000 from the District's existing project account for the emergency electrical improvements. Based on current projections, the combined funding would remain sufficient to complete the restroom improvements without requiring an additional General Fund appropriation.

Respectfully,

Kaylee Fuerte,
Clerk of the Board






ELEC






MASTER
PROPERTY OF:
Aaron
Morris
A.M.S.

