



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

Wednesday, December 11th, 2024
Regular Meeting: 5:30p.m.

Directors
Chris Diercks
John Flores
Dan Hughes
Christian Linnemann
Janet Covington

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. ROLL CALL:

- 1.1. Invocation: Richard Lawhead
- 1.2. Pledge of Allegiance: Denise Ward
- 1.3. Adjustments to the Agenda:

2. PRESENTATIONS:

- 2.1. Exiting of elected and appointed officials, Denise Ward and Rich Lawhead.
- 2.2. Taking Oaths of Office: Christian Linnemann, John Flores, Dan Hughes, and Janet Covington.

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

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

- 4.1. Minutes of November 20, 2024
- 4.2. Bank Balances for November 2024
- 4.3. Warrants for November 2024
- 4.4. Payment of the Legal Invoice for October 2024
- 4.5. Approval of 2025 Holiday Schedule/Closed Office Dates
- 4.6. Approval of 2025 Facility Use Agreements
 - 4.6.1. Beaumont Lions Club
 - 4.6.2. Cherry Valley Horsemen's Association

5. GENERAL COUNSEL REPORT:

- 5.1. General Counsel, Albert Maldonado via Holland Stewart

6. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS

- 6.1. Reorganization of the BCVRPD Board
 - 6.1.1. Committee Assignments

- 6.2. Approval of 2025 Board Meeting Dates and Times
- 6.3. Approval of 2025 Facility Use Agreements
 - 6.3.1. San Gorgonio Pass Historical Society
 - 6.3.2. Beaumont Youth Baseball
 - 6.3.3. Beaumont Woman's Club
- 6.4. Approval of Dates for Public Redistricting Meetings with National Demographics Corporation
- 6.5. Approval of Strategic Planning Meeting Date
- 6.6. Approval of SitelogIQ Letter of Agreement
- 6.7. Approval of Cherry Festival Association Agreement
- 7. DEPARTMENT HIGHLIGHTS:**
 - 7.1. Deidre Chatigny, Human Resources Administrator/Clerk of the Board
 - 7.2. Nancy Law, Executive Assistant
- 8. GENERAL MANAGER REPORT:**
 - 8.1. General Manager, Mickey Valdivia
- 9. CALENDAR OF EVENTS**
 - 9.1. Next BCVRPD Board Meeting: NCCC – January 8th, 2025, 5:00p.m.
 - 9.2. Next BCVRPIC Board Meeting: NCCC – January 8th, 2025, 5:00p.m.
 - 9.3. Committee Meetings
 - Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center.
 - Finance Committee – Monday before Board Meeting monthly, 9:00a.m., next meeting January 6th, NCCC.
 - Personnel Committee – first Tuesday monthly, 12:00p.m.
 - Facility/Bogart Ad Hoc Committee – second Tuesday monthly, 10:30a.m.
 - Foundation Golf Tournament Ad-Hoc Committee – third Thursday, 4:00p.m.
 - Government Liaison Committee – third Tuesday monthly, 10:30a.m.
 - BYB/SB Meeting – first and third Tuesdays monthly, 7:00p.m.
 - 9.4. Upcoming Holidays
 - Tuesday, December 24th – ***Christmas Eve***
 - Wednesday, December 25th – ***Christmas Day***
 - Tuesday, December 31st – ***New Year's Eve***
 - Tuesday, December 24th – Wednesday, January 1st – ***All BCVRPD Facilities Closed***
 - 9.5. BCVRPD Events
 - Friday, December 13th – ***BCVRPD Holiday Party***, 5:30p.m., Cherry Valley Grange
 - 9.6. Community Events
- 10. DIRECTORS MATTERS/COMMITTEE REPORTS:**
- 11. TOPICS FOR FUTURE AGENDAS:**
- 12. CLOSED SESSION:**
 - 12.1. Public comments regarding Closed Session
 - A.1 Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – 1 Case.

A1.1 Attached is a Claim for Damages letter received from Moet Law Group, declaring representation of Laureen Linda Shinsky.

12.2. Adjournment to Closed Session

12.3. Report out on any action(s) taken during Closed Session

13. ADJOURNMENT:

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee
Youth Memorial Committee	Ward/ Diercks	11/2024	Pending discussion in a committee

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

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District website December 6th, 2024.

Deidre Chatigny

Deidre Chatigny, Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD) REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, November 20, 2024, 5:30p.m.

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 began at 6:18 p.m.

1. CALL TO ORDER:

Roll Call:

Director Lawhead: Present

Director Hughes: Present

Treasurer Flores: Present

Vice-Chair/Secretary Ward: Present

Chairman Diercks: Present

General Manager, Mickey Valdivia and Legal Counsel of Best, Best & Krieger, Albert Maldonado are in attendance

1.1. INVOCATION: Mickey Valdivia provided the invocation.

1.2. PLEDGE OF ALLEGIANCE: Chairman Diercks led the Pledge of Allegiance.

1.3. ADJUSTMENTS TO THE AGENDA: None.

2. PRESENTATIONS: None.

3. PUBLIC COMMENT:

Chairman Diercks opened public comment at 6:21p.m.

Allison Eccleston, the Beaumont Women's Club President addressed the Board.

Public comment ended at 6:27p.m.

4. CONSENT CALENDAR:

4.1. Minutes of October 9, 2024

4.2. Bank Balances for October 2024

4.3. Warrants for October 2024

4.4. Payment of the Legal Invoice for September 2024

Nancy Law confirmed that the Finance Committee met and approved items 4.2 through 4.4 with corrections.

Motion was made to accept items 4.1, 4.2, 4.3, and 4.4.

PUBLIC COMMENT OPENED AT 6:28p.m.

PUBLIC COMMENT CLOSED AT 6:29p.m.

Initial Motion: Director Lawhead

Second: Chairman Diercks

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye
Result of Motion: Carried 5-0

5. GENERAL COUNSEL REPORT:

5.1. General Counsel, Albert Maldonado had nothing to report.

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

6.1. Approval of Draft Audit 22/23 Audit Draft

Executive Assistant Nancy Law presented a report to the Board.

PUBLIC COMMENT OPENED AT 6:29p.m.

PUBLIC COMMENT CLOSED AT 6:30p.m.

The Zoom call was interrupted at 6:31 p.m. and the video stream was closed immediately.

Motion was made to approve the 22/23 Audit Draft.

Initial Motion: Treasurer Flores

Second: Director Lawhead

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

6.2. Discussion of RC Racetrack Property

General Manager Mickey Valdivia presented a background on the RC Racetrack, Board member discussion ensued.

PUBLIC COMMENT OPENED AT 6:39p.m.

Several members of the public addressed the Board with statements regarding the future of the RC Racetrack: Mike Daugherty, Adam Drake, Shane Simmons, Paul King, Chris Verbich, Chris Nelson, Abel Olasco, Lewis Chamberlain, Scott Washburn, Andrew Trotter, and Lee Gravelle.

PUBLIC COMMENT CLOSED AT 7:02p.m.

Chairman Diercks addressed and thanked the community for their participation. Director Lawhead, Treasurer Flores, and Director Hughes commented in favor of recommending a new direction for the racetrack. They directed Staff to create an RFP.

7. DEPARTMENT HIGHLIGHTS:

7.1. Noah Valdivia, Athletic Facilities Manager

Noah Valdivia presented his Department Report to the Board.

7.2. Nancy Law, Executive Assistant

Nancy Law provided a financial update to the Board.

8. GENERAL MANAGER REPORT:

8.1. General Manager, Mickey Valdivia

Mickey Valdivia presented the following topics to the Board:

- Cherry Festival

- Redistricting

Mickey stated that Mr. Shenkman did not accept the addition of “and work product” to the tolling agreement and Treasurer Flores made a motion to remove the language from the contract. Director Lawhead seconded the motion.

Director Lawhead: Aye

Director Hughes: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Ward: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

- City of Beaumont Ordinance reviewing all permit fees
- 5-year Reserve Fund Finance review (Director Lawhead)
- UCI Funding Agreement
- Youth Memorial Committee (Ward/Diercks)
- Update on SGPWA Heli-Hydrant Project
- CAPRI Board of Directors Election Results
- 2024 General Election Update (Riverside County)
- GM Conferences and Vacations

9. CALENDAR OF EVENTS

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- 9.2. Next BCVRPIC Board Meeting: NCCC – January 8th, 2024, 5:00p.m.
- 9.3. Committee Meetings
 - Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center.
 - Finance Committee – Monday before Board Meeting monthly 9:00a.m., next meeting December 9th, NCCC.
 - Personnel Committee – first Tuesday monthly 12:00p.m.
 - Facility/Bogart Ad Hoc Committee– second Tuesday monthly 10:30a.m.
 - Foundation Golf Tournament Ad-Hoc Committee – third Thursday 4:00p.m., next meeting November 21st, NCCC
 - Government Liaison Committee – third Tuesday monthly 10:30a.m.
 - BYB/SB Meeting – first Tuesday monthly 7:00p.m.
- 9.4. Upcoming Holidays
 - Thursday, November 28th – **Thanksgiving Day**
 - Friday, November 29th – **Day After Thanksgiving**
 - Tuesday, December 24th – Wednesday, January 1st – **All BCVRPD Facilities Closed**
- 9.5. BCVRPD Events
 - Friday, December 6th and Saturday, December 7th - **Winterfest**
 - Friday, December 13th – **BCVRPD Holiday Party**, TBD
- 9.6. Community Events

10. DIRECTORS MATTERS/COMMITTEE REPORTS:

Director Lawhead: Director Lawhead thanked the Staff and stated that he has had a lot of fun as a member of the Board and would like to stay involved moving forward.

Director Hughes: Director Hughes requested an update of the brick and banner programs regularly.

Treasurer Flores: Treasurer Flores congratulated Albert on his upcoming wedding and said Staff is doing an excellent job, he is looking forward to Winterfest.

Vice-Chair/Secretary Ward: Vice-Chair/Secretary Ward thanked the board members, staff, the General Manager, she is grateful for her time here and looking forward to the future.

Chairman Diercks: Chairman Diercks thanked staff and stated that in December the Board will have new members and will be saying goodbye to Director Lawhead and Vice-Chair/Secretary Ward.

11. TOPICS FOR FUTURE AGENDAS: None.

12. CLOSED SESSION:

- 12.1. Public comments regarding Closed Session

Public Comment OPENED at 8:21p.m.

Public Comment CLOSED at 8:21p.m.

A.1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – 1 Case.

A1.1. Attached is a letter received from Moet Law, declaring representation of Laureen Linda Shinsky.

12.2. Adjournment to Closed Session at 8:22p.m.

Returned from Closed Session at 8:30p.m.

12.3. Report out on any action(s) taken during Closed Session: None.

13. ADJOURNMENT:

Motion made to adjourn the meeting at 8:31p.m.

Initial Motion: Chairman Diercks

Second: Director Lawhead

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee.

Minutes Completed on 12/2/2024

By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 11/30/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 155,726.40	\$ 402,119.70	\$ 284,733.84	\$ 38,340.54	
2 HCN Bank- Payroll Account	\$ 20,784.25	\$ 105,511.73	\$ 90,000.00	\$ 5,272.52	
3 HCN Bank - Project Loan	\$ 677.16			\$ 677.16	
4 HCN Bank - Bogart	\$ 26,157.03	\$ 17,464.77	\$ 1,209.00	\$ 9,901.26	
5 HCN Bank - Money Market	\$ 1,100.82		\$ 7,522.08	\$ 8,622.90	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 92,278.23		\$ 5,001.77	\$ 97,280.00	
7 HCN Bank - Quimby/DIF	\$ 50,913.66		\$ 2,032.62	\$ 52,946.28	
9 Riverside County Fund	\$ 8,833.12			\$ 8,833.12	
10	\$ 356,470.67	\$ 525,096.20	\$ 390,499.31	\$ 221,873.78	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 36,708.23		\$ 5,000.00	\$ 41,708.23	NOT to be USED
13 Capital Reserve	\$ 55,570.00		\$ 1.77	\$ 55,571.77	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 92,278.23	\$ -	\$ 5,001.77	\$ 97,280.00	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 11/30/2024

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 HCN Bank	\$ 75,133.67	\$ 6,481.16	\$ 400.00	\$ 69,052.51	

Beaumont-Cherry Valley Recreation & Park District

Grant Balances

As of 11/30/2024

	Funded	Requested Distbursement	Received	Balance	Notes/Comments
16 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 29,582.00	\$ -	\$ -	\$ 29,582.00	
17 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <i>Field #8</i>	\$ 177,952.00	\$ 50,069.00	\$ -	\$ 177,952.00	
18 Housing and Workforce Solutions CDBG 2022-2023 <i>Bogart Regional Park ADA Parking Lot Improvements</i>	\$ 58,266.00	\$ 58,266.00	\$ 58,266.00	\$ -	COMPLETED
19 Housing and Workforce Solutions CDBG 2023-2024 <i>Bogart Regional Park ADA Parking Lot Improvements Project Phase II</i>	\$ 82,231.00	\$ -	\$ -	\$ 82,231.00	Submitted: Bid Package Review
20 County of Riverside Unincorporated Communities Initiative <i>Danny Thomas Ranch Infrastructure</i>	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	Approved 10/8/2024 from County
21 Housing and Workforce Solutions CDBG 2023-2024 <i>Bnoble Creek Community Center ADA Restroom Project</i>	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Signed Contract Sent 11/14/2024
22	\$ 758,031.00	\$ 108,335.00	\$ 58,266.00	\$ 699,765.00	

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 11/30/2024

Beaumont-Cherry Valley Recreation & Park District

Loan Balances

As of 11/30/2024

	opened date	Funded	Payments	Balance owed	Notes/Comments	
22	Citizens Business Bank 2020 Projects	11/6/2020	\$ 400,000.00	\$ 348,868.72	\$ 51,131.28	Yearly Payment - \$87,217.18 Last payment Due: 11/6/2025 PAY OFF: MAY 2025
23	Ford F150 XLT Maintenance Superintendent Truck	12/16/2019	\$ 45,792.00	\$ 45,792.00	\$ -	Paid Off 2/7/2024
24	KS State Bank (10) Radios/ (3) Repeaters	7/1/2022	\$ 37,937.70	\$ 18,007.64	\$ 19,930.06	Yearly Payment - \$9,003.82 Last payment Due: 7/1/2027 PAY OFF: JULY 2025
25	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 15,211.15	\$ 30,323.33	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
26	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 21,613.66	\$ 43,246.45	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
27	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 72,809.16	\$ 327,190.84	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
28			\$ 994,124.29	\$ 522,302.33	\$ 471,821.96	

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

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating					
11/01/2024	Check	127287	Michael Valdivia	Car Allowance November 2024	-900.00
11/01/2024	Check	NL 10302025	HP Store	Insta Ink - Finance Printer	-15.07
11/01/2024	Check	127288	Michael Valdivia	November 2024 - 457 Retirement Contribution	-1,562.60
11/01/2024	Check	NL 11012024	Clover	Monthly Equipment Rental	-204.85
11/04/2024	Check	Nov2024	EPX	Fees - Credit Card Machine	-131.84
11/05/2024	Check	127289	Dan Hughes	Director Fees - October 2024	-600.00
11/05/2024	Check	127290	Aaron Morris	Refundable Security Deposit - 10/25/2024 Grange "Birthday Party" EE Rate	-250.00
11/05/2024	Check	127291	Pete Gerlach	Adult Softball Umpire	-70.00
11/05/2024	Check	127292	Austin Gilmour	Adult Softball Umpire	-70.00
11/05/2024	Check	127293	James W. Halbrook	Adult Softball Umpire	-35.00
11/06/2024	Check	127316	Taylor McCafferty	Bogart to NC, Summerwind, Do it best	-117.78
11/07/2024	Bill Payment (Check)	127294	Masonry Design & Concrete Inc.	Special Events - Cherry Festival - Install (3) Truncated Domes	-4,700.00
11/08/2024	Bill Payment (Check)	Nexiva1182024	Nexiva	Monthly Telephone Service	-387.98
11/12/2024	Bill Payment (Check)	127317	Cintas	Weekly Uniform Expense/Cleaning Supplies	-1,220.47
11/12/2024	Bill Payment (Check)	127318	City of Beaumont	Utilities: Sewer - Woman's Club	-64.50
11/12/2024	Bill Payment (Check)	127319	PROCAM INC.	Monthly Security Alarm Monitoring (NCCC, Grange & Woman's Club)	-591.00
11/12/2024	Bill Payment (Check)	127320	Safety Compliance Company	Safety Meeting 8/22/2024 -Topic: Driving Safety	-250.00
11/12/2024	Bill Payment (Check)	127321	Frontier (2091883458) Maint	Monthly Wifi Service - Maintenance	-120.58
11/12/2024	Bill Payment (Check)	127322	Acorn Technology Services	Monthly IT Service	-2,810.00
11/12/2024	Bill Payment (Check)	127323	Dutch Touch Window Cleaning	Qrtly Window Cleaning/Power Washing (NCCC, Grange & Woman's Club)	-1,421.00
11/12/2024	Bill Payment (Check)	127324	Clean by Design	Monthly Janitorial Service - All Locations	-1,895.00
11/12/2024	Bill Payment (Check)	127325	Pro-Pipe & Supply	Bogart Main Line Material	-192.00
11/12/2024	Bill Payment (Check)	127326	Vortex Industries, LLC.	Repair to NCCC automatic doors	-1,143.30
11/12/2024	Bill Payment (Check)	127327	Chadrick L. Halliday	Audit - Financial Statement Audit Progress - October 2024	-4,035.00
11/12/2024	Bill Payment (Check)	127328	Beaumont Do it Best	Golf Tournament Supplies, Oktoberfest Supplies, Repair to Swamp Cooler - Snack Bar, Repair to NCCC Office Door	-455.71

HCN Bank - Operating

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

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/12/2024	Bill Payment (Check)	127329	Best Best & Krieger	Monthly Legal Fees, General Personal Employment September 2024	-5,071.20
11/12/2024	Bill Payment (Check)	127330	Action True Value Hardware	Bogart Repair and Maintenance -Brush to clean out battery terminals at kiosk deadbolt	-6.99
11/12/2024	Bill Payment (Check)	127331	MFC Smart Technology Solutions	Copier Lease - 07/15/2024-10/14/2024	-43.81
11/12/2024	Bill Payment (Check)	127332	California Special Districts Association	CSDA Renewal Membership	-8,737.00
11/12/2024	Bill Payment (Check)	127333	BCVWD 8-005	Utilities: Water - Grange	-1,030.68
11/12/2024	Bill Payment (Check)	127334	BCVWRPD 8-006	Utilities:Water -Grange (fire)	-58.02
11/12/2024	Bill Payment (Check)	127335	Gophix Gopher Control	Monthly Gopher Maintenance - October 2024	-2,500.00
11/12/2024	Bill Payment (Check)	127337	ELROD Fence Company	Field #1 - Gate installs for Emergency Access during events	-6,650.00
11/12/2024	Bill Payment (Check)	127338	James J Hughes	Unfunded Health Payment - October/November 2024	-1,079.38
11/12/2024	Bill Payment (Check)	127339	SiteOne Landscape Supply, LLC	Bogart Irrigation	-403.69
11/12/2024	Bill Payment (Check)	127340	Swank Motion Pictures Inc.	Special Event: Movie Night - Casper Movie - Bogart	-755.00
11/12/2024	Bill Payment (Check)	127341	Rosalind Otero	Unfunded Health Payment - November 2024	-166.25
11/12/2024	Bill Payment (Check)	127342	Inland Lighting Supplies, Inc.	Field 1 - Field Ballast/Lights upgrades	-3,672.12
11/12/2024	Bill Payment (Check)	127343	William A. Morton	Quarterly Loan Payment 2024	-23,502.29
11/12/2024	Bill Payment (Check)	127344	SRS Electric	Field #1 - Change 56 Lamps and Replace Ballast	-2,400.00
11/12/2024	Bill Payment (Check)	127345	Rawlings Sporting Goods Company, INC.	Adult Softball - Softballs	-1,552.57
11/12/2024	Bill Payment (Check)	127346	United Rentals	(4) Light Towers - Pumpkin Carve & Boom Lift - Field #1 Upgrades	-4,275.26
11/12/2024	Bill Payment (Check)	127347	Department of Environmental Health	Annual Health Department Permit - Grange	-814.00
11/12/2024	Check	127295	Kristofer Makshima	REFUND - Paid (17) Camping Sites Total - Bogart Park - Creekside (12) Equestrian (5) Paid \$816.00 - Only Used (4) Sites Creekside 1-L	-874.00
11/12/2024	Bill Payment (Check)	127348	Diamond Environmental Services	Cancellation Fee for Fishing Derby - Porta Potties	-409.00
11/12/2024	Bill Payment (Check)	127349	Beaumont Power Equipment, Inc.	Grounds Equipment Repair - Chainsaw, (5) Trimmer,(2) Backpack Blower,	-915.59
11/12/2024	Bill Payment (Check)	127350	Cintas	Weekly Uniform Expense/Cleaning Supplies	-1,302.32
11/12/2024	Bill Payment (Check)	127351	Cintas	Weekly Cleaning Supplies - Grange	-410.93
11/12/2024	Bill Payment (Check)	127424	Clean by Design	Monthly Janitorial Service - All Locations	-1,895.00

HCN Bank - Operating

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Operating

November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/13/2024	Bill Payment (Check)	af11272024	Beaumont Chamber of Commerce	Good Morning Breakfast - Linnemann, Christian	-25.00
11/13/2024	Check	MV/Nov2024	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
11/13/2024	Check	MV11132024	Kate Foyale	Cherry Festival Review - Mickey Valdivia, Chris Diercks & Dan Hughes	-54.00
11/14/2024	Check	127352	Orlando Sapia	Remaining Refund - Oktoberfest Craft Vendor - "PhenOn"	-164.00
11/14/2024	Check	127353	Danielle Gonzales	Refund Oktoberfest Craft Vendor - Remaining balance "Lovely Fowl Things"	-164.00
11/14/2024	Check	127354	Donna Alvarez	Refund Oktoberfest Craft Vendor - Remaining balance "Nonnaz & Grampiez Creations"	-164.00
11/14/2024	Check	127355	Luis Trama	Refund Oktoberfest Food Vendor - Remaining balance "Pizza on Wheels"	-440.00
11/14/2024	Check	127356	Shellie Branson	Refund Oktoberfest Food Vendor - Remaining balance "Sweet Bransons"	-355.00
11/14/2024	Check	127357	María Murillo	Refund Oktoberfest Food Vendor - Remaining balance "Mis Antojitos"	-355.00
11/14/2024	Check	127358	Juan Carrillo	Refund Oktoberfest Food Vendor - Remaining balance "Whats the Bate"	-355.00
11/14/2024	Bill Payment (Check)	127296	Pro Care Landscape Services, INC,	Landscape Maintenance at Franco Gardens/WC for month October 2024	-1,456.25
11/14/2024	Check	127297	Michael Ruffolo	Adult Softball Umpire	-70.00
11/14/2024	Check	127298	James W. Halbrook	Adult Softball Umpire	-210.00
11/14/2024	Check	127299	Austin Gilmour	Adult Softball Umpire	-105.00
11/14/2024	Check	127361	Sandra Escalera	Full refund - Oktoberfest Cancelled "Yayas Creations" Crafter Vendor	-364.00
11/14/2024	Check	127363	Brittany West	Full refund - Oktoberfest Cancelled "Negative 40 Treats" Craft Vendor	-214.00
11/14/2024	Check	127364	Esmeralda Vasquez	Full refund - Oktoberfest Cancelled "GavissSouvenirs by Esmerelda" Craft Vendor	-164.00
11/14/2024	Check	127365	Shad Ash	Full refund - Oktoberfest Cancelled "Gregory's Jerky" Craft Vendor	-214.00
11/14/2024	Check	127360	Terri Tremblay	Full refund - Oktoberfest Cancelled "Firstlayer Woodworking" Craft Vendor	-200.00
11/14/2024	Check	127366	Claudia Villalala	Full refund - Oktoberfest Cancelled "Sophies" Craft Vendor	-214.00
11/14/2024	Check	127367	Amber Ellingston	Full refund - Oktoberfest Cancelled "Rae of Sunshine Natural Care" Craft Vendor	-214.00
11/14/2024	Check	127368	Arlene Lopez	Full refund - Oktoberfest Cancelled "Piedritas" Craft Vendor	-260.00

HCN Bank - Operating

Beaumont-Cherry Valley Recreation and Park District
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November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/14/2024	Check	127369	Sarah McKibben	Full refund - Oktoberfest Cancelled "MB Creative and Sourdough Shack" Craft Vendor	-364.00
11/14/2024	Check	127370	Melissa Flores	Full refund - Oktoberfest Cancelled "Behind the Combs" Craft Vendor	-164.00
11/14/2024	Check	127371	Amy Pippenger	Full refund - Oktoberfest Cancelled "Pips Stop" Craft Vendor	-260.00
11/14/2024	Check	127372	Baylee Christopherson	Full refund - Oktoberfest Cancelled "SoCal Pop" Food Vendor	-450.00
11/14/2024	Check	127373	Veronica Jimenez	Full refund - Oktoberfest Cancelled "El Aroiris" Food Vendor	-360.00
11/14/2024	Check	127374	Shannen Carlu	Full refund - Oktoberfest Cancelled "Dreams Lovers Ice Cream" Food Vendor	-579.00
11/14/2024	Check	127375	Michael Acosta	Full refund - Oktoberfest Cancelled "Mascheladas" Food Vendor	-565.00
11/14/2024	Check	127376	Anthony Colindres	Full refund - Oktoberfest Cancelled "Cornerstone" Food Vendor	-440.00
11/14/2024	Check	127377	Aurora Mendoza	Full refund - Oktoberfest Cancelled "Tacos Before Vatos & Snack Attack" Food Vendor	-1,005.00
11/14/2024	Check	127378	Edward Nava	Full refund - Oktoberfest Cancelled "Nava Sausage Co" Food Vendor	-579.00
11/14/2024	Check	127379	Emmanuel Osuna	Full refund - Oktoberfest Cancelled "El Compa Hotdawgs" Food Vendor	-374.00
11/14/2024	Check	127381	Alyese Whitfield	Full refund - Oktoberfest Cancelled "Dee's Kitchen LLC" Food Vendor	-440.00
11/14/2024	Check	127382	Adam Morales	Full refund - Oktoberfest Cancelled "Smokey Lips" Food Vendor	-360.00
11/14/2024	Check	MVNov2024	Zoom Video Communication Inc.	Monthly Subscription - Mickey Valdivia	-15.99
11/15/2024	Check	127359	City of Beaumont	Fire Permit - Winterfest 2024	-309.87
11/15/2024	Check	127383	Brandon Akulian	Refund - Cancelled Oktoberfest - Craft Vendor Full Refund "KARV"	-364.00
11/15/2024	Check	127384	John DeLongchamp	Refundable Tournament Security Deposit - DC Travel Baseball 11/09/2024-11/10/2024	-500.00
11/17/2024	Check	127385	Michael Valdivia.	Refundable Security Deposit - Memorial 11/07/2024 Grange	-250.00
11/17/2024	Check	127386	Angela Brown	Refundable Security Deposit - NCCC Angela Brown	-250.00
11/17/2024	Check	127387	Josh MClean	Refundable Tournament Deposit - Engine 57 2024 10/19/2024-10/20/2024	-500.00
11/17/2024	Check	127388	Above Average BBQ	BBBB Meal Food Vendor Vouchers (72)	-288.00
11/18/2024	Check	127389	Daisy Olivera-Lira	Refund Oktoberfest Cancelled - "Mr Asada LLC" Remaining Refund	-355.00
11/18/2024	Check	127391	Big Daddy's BBQ	Full Refund Oktoberfest Cancelled "Big Daddy's BBQ"	-565.00

HCN Bank - Operating

Beaumont-Cherry Valley Recreation and Park District
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November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/18/2024	Check	127390	Lorriane Martinez	Refund Cancelled Oktoberfest - Funny Faces Painting - Full Return	-200.00
11/18/2024	Check	127392	Taylor McCafferty	Safety Footwear Reimbursement - McCafferty, Taylor	-150.00
11/18/2024	Check	127393	Matthew Garcia	Safety Footwear Reimbursement - Garcia, Matt	-150.00
11/18/2024	Check	127394	Pete Gerlach	Adult Softball Umpire	-70.00
11/18/2024	Check	127395	James W. Halbrook	Adult Softball Umpire	-175.00
11/18/2024	Check	127396	Anthony Tony Gipson	Adult Softball Umpire	-70.00
11/18/2024	Check	127397	Austin Gilmour	Adult Softball Umpire	-70.00
11/18/2024	Check	ss11182024	Amazon.com	Craft Table Supplies - Winterfest / (2) C Port USB Club	-728.50
11/18/2024	Bill Payment (Check)	806021065118	SCE (700005100729)	Utilities - Electric - NCCC, Grange, Snack Bar, Maintenance & Woman's Club	-4,304.00
11/18/2024	Bill Payment (Check)	806021065263	SCE (700194594370)	Utilities - Electric - Caretaker Trailer	-324.43
11/18/2024	Bill Payment (Check)	806021065386	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-1,791.85
11/18/2024	Bill Payment (Check)	806021065499	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-505.83
11/18/2024	Bill Payment (Check)	806021065586	SCE (700518137163)	Utilities - Electric - RV Park	-505.35
11/18/2024	Bill Payment (Check)	806021065881	SCE (700553589625)	Utilities - Electric - General Electricity & Thunder Alley	-3,520.99
11/18/2024	Bill Payment (Check)	806021066003	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-716.87
11/18/2024	Bill Payment (Check)	1002780015-16	CalPers	Employee - Retirement	-6,983.63
11/18/2024	Bill Payment (Check)	1002780045	CalPers	Employee 457 Plan	-225.00
11/18/2024	Bill Payment (Check)	1002780047	CalPers	Employee 457 Plan	-225.00
11/18/2024	Bill Payment (Check)	1002780049-50	CalPers	Employee - Retirement	-7,129.55
11/18/2024	Bill Payment (Check)	1002780054	CalPers	Delinquent Payroll (D'Allessandro, Marissa)	-1,187.86
11/18/2024	Bill Payment (Check)	1002780059	CalPERS-OPEB	Accrued Liability- Rate Plan: 1357	-8,385.67
11/18/2024	Bill Payment (Check)	1002780061	CalPers	Employee - Health Insurance	-6,391.04
11/18/2024	Bill Payment (Check)	1002780066	CalPers	Employee - Health Insurance (Late Fee)	-8.32
11/18/2024	Bill Payment (Check)	Blue11182024	Blue Shield	Employee - Dental	-486.30
11/18/2024	Bill Payment (Check)	Unum11182024	UNUM	Employee - Disability Insurance	-638.32
11/19/2024	Bill Payment (Check)	VSP11192024	VSP-Vision Service Plan	Employee - Vision Insurance	-64.76
11/19/2024	Bill Payment (Check)	1141269728069	Colonial Life	Employee - Accident Insurance	-432.62
11/19/2024	Bill Payment (Check)	3240069	SoCalGas	Utilities - Gas - Woman's Club	-28.03

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Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Operating

November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/19/2024	Bill Payment (Check)	1682895	Wells Fargo Financial Leasing	Monthly Copier Lease	-966.76
11/19/2024	Bill Payment (Check)	3315982846	Verizon Wireless	Employee Monthly Wireless Phone/Pads	-983.03
11/19/2024	Check	127415	Michelle Telisio	Refund due to Oktoberfest Cancellation - "Mermaid Lounge Boutique" Remaining	-265.00
11/19/2024	Bill Payment (Check)	p245JSBG2J	Frontier (10478 Bmt Ave5721) G	Monthly Wifi Service - Grange	-146.76
11/19/2024	Bill Payment (Check)	p245JSBFRK	Frontier (306 Sixth9910) WC	Monthly Wifi Service - Woman's Club	-166.36
11/19/2024	Bill Payment (Check)	806021085292	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-1,387.92
11/19/2024	Bill Payment (Check)	80104553983	Waste Management of the IE	Utilities: Trash - Woman's Club	-296.59
11/19/2024	Bill Payment (Check)	80104554804	Waste Management of the IE	Utilities: Trash - NCCC	-2,921.61
11/19/2024	Bill Payment (Check)	80104555241	Waste Management of the IE	Utilities: Trash - Maintenance Yard	-2,537.82
11/19/2024	Bill Payment (Check)	80104555714	Waste Management of the IE	Utilities: Trash - Grange	-269.60
11/19/2024	Bill Payment (Check)	457000129flaaa	CalPERS	Employee 457 Plan	-275.00
11/20/2024	Check	127399	Derrick Mata	Refund Cancelled Oktoberfest - "Killer Tacos" Full Refund	-360.00
11/20/2024	Bill Payment (Check)	127400	Desert Quality Conditioning	Service Main: Shop C - PM Service on rooftop unit	-150.00
11/20/2024	Bill Payment (Check)	127401	BCVWD 8-000	Utilities:Water - Woman's Club	-379.53
11/20/2024	Bill Payment (Check)	127402	BCVWD 8-001	Utilities:Water- Park Water	-5,048.01
11/20/2024	Bill Payment (Check)	127403	BCVWD 8-003	Utilities: Water - NCCC	-1,133.92
11/20/2024	Bill Payment (Check)	127404	Cooper Turf Solutions, Inc.	Field #1 - Sand Grade (Repairs after Fire Camp), Field 2/3 - Level Sand (Fire Camp Repairs)	-10,000.00
11/20/2024	Bill Payment (Check)	127405	Safety Compliance Company	Safety Meeting 10/16/2024 1pm Topic: Near-Misses	-500.00
11/20/2024	Bill Payment (Check)	127406	City of Beaumont	Utilities: Sewer - Woman's Club	-135.45
11/20/2024	Bill Payment (Check)	127407	HydroPoint Data Systems, inc.	Weather Trak Central Service - Annual Renewal NC Park (9) Thru 11/2025	-1,992.00
11/20/2024	Bill Payment (Check)	127408	Acorn Technology Services	Monthly IT Service	-2,810.00
11/20/2024	Bill Payment (Check)	127409	Awards & Specialties	Special Event: Oktoberfest - Awards for Contest - Medals, Plaque, Dog Tag	-369.75
11/20/2024	Bill Payment (Check)	127410	Turf Star, Inc.	Monthly PM Contract(20) Units (146) Hours	-986.76
11/20/2024	Bill Payment (Check)	127411	BCVWD8-002	Utilities: Water - NC Park	-2,555.80
11/20/2024	Bill Payment (Check)	127412	FunFlicks	Movies Under the Stars - additional charge for early arrival - Movies under the stars - Elemental - June	-75.00
11/20/2024	Bill Payment (Check)	127413	Pro-Pipe & Supply	Maintenance - Bathroom Repair 5/6 RR Women's	-131.02

HCN Bank - Operating

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Operating

November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/20/2024	Bill Payment (Check)	127414	Napa Auto Parts	Grounds Equipment: Shop Supplies - Gumout Carb, Slime Tire Sealant, Prem Start Fluid	-77.99
11/20/2024	Check	af11202024	Amazon.com	Office Supplies - Dish Soap, Dish Brush, Paper, Lysol Wipes, AA/AAA Batteries, Paper Towels	-244.91
11/20/2024	Check	127416	Deidre Chatigny	Conference: Refund - Hotel Charged Final Payment to Employees Card - CalPELLRA	-932.41
11/20/2024	Check	127425	Soo Kim	Winterfest Entertainment - 12/07/2024 - 2:30p-4:30p Performance - (1) 20 Min Break	-350.00
11/20/2024	Bill Payment (Check)	1002781755-756	CalPers	Employee - Retirement	-7,515.17
11/20/2024	Check	KG11202024	Stater Bros. Markets	Board Meeting Snacks - 11/2024	-64.00
11/20/2024	Check	KG112020242	Walgreens	Batteries, Microphones Board Meeting	-82.87
11/20/2024	Check	MV11202024	El Charro Authentic Mexican	Bus. Meal - Agenda Review - Mickey Valdivia, Deidre Chatigny, Chris Diercks & Denise Ward	-74.06
11/20/2024	Check	KG11202024	BCV/RPD	Test of Pin	-1.00
11/20/2024	Check	NL1120224	Instacart	Office supplies - Coffee, Creamer	-45.84
11/21/2024	Check	ss11212024	Amazon.com	Santa Suit - 4x - Winterfest	-68.87
11/21/2024	Check	127417	Chris Diercks.	Director Fees: Oct/Nov 2024	-300.00
11/22/2024	Bill Payment (Check)	127418	Masonry Design & Concrete Inc.	Noble Creek Community Center Parking Lot Concrete - Damaged by Fire Crew 558 sqft	-12,276.00
11/22/2024	Check	am11222024	Amazon.com	Dog Waste Bags	-135.75
11/22/2024	Bill Payment (Check)	G3270009	SoCalGas	Utilities:Gas - Grange	-66.15
11/22/2024	Bill Payment (Check)	NCCG3270009	SoCalGas	Utilities - Gas - NCCC	-21.96
11/22/2024	Bill Payment (Check)	470111252024	Chevron	Monthly Gas/Fuel - Chevy (46,939) F150 (39,583) Gas Can/Fuel Tank - Winterfest Truck fill	-1,720.95
11/22/2024	Bill Payment (Check)	806021185651	SCE (700558511896)	Utilities - Electric (Bogart)	-1,605.11
11/22/2024	Bill Payment (Check)	1002783502	CalPERS-OPEB	Rate Plan: 1357	-10.95
11/22/2024	Bill Payment (Check)	1002783510	CalPers	Employee 457 Plan	-225.00
11/25/2024	Check	127426	Cherry Valley Horsemen's Assoc	Refundable Security Deposit - CVHA Awards 11/17/2024 - Grange	-250.00
11/25/2024	Check	127427	Stephanie Estrada	Refundable Security Deposit - NCCC 11/17/2024 15th Birthday Party	-500.00
11/25/2024	Check	127428	Robert Lopez	Refundable Security Deposit - NCCC/FG 11/16/2024 Sweet 16	-500.00
11/25/2024	Check	127429	Lori Rosas	Refund Oktoberfest - Art/Craft Vendor "Lori Rosas"	-364.00

HCN Bank - Operating

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Operating

November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
11/25/2024	Check	MD11252024	USPS	Postage - CDBG 24/25 Sponsor Agreement	-9.90
11/25/2024	Check	MV11252024	1906Inc	Staff Finance Meeting - Mickey Valdivia, Alyssa Fulmaoro & Nancy Law	-68.26
11/25/2024	Check	Nov2024	Stamps.com	Office - Postage/Stamps - Monthly Service Fee	-19.99
11/25/2024	Bill Payment (Check)	NLfix	Frontier (390 Oak Pky0886) NC	Monthly Wifi - NCCC	-135.98
11/26/2024	Bill Payment (Check)	BH04718477	UMPGA Bank	Monthly Subscription - Press Enterprise (Valdivia, Mickey), Accessibility Improvements Permit Fee - ADA Striping (Cherry Festival), CalPELRA Conference 11/1/24 - 11/15/2024 (Chaigny, Deidre, CalPELRA Conference (Hotel) Chaigny, Deidre, Toll Roads	-4,910.92
11/26/2024	Check	127419	James W. Halbrook	Adult Softball Umpire (6) Games	-210.00
11/26/2024	Check	127420	Pete Garlach	Adult Softball Umpire (1) Game	-35.00
11/26/2024	Check	127421	Malik Coleman	Adult Softball Umpire (2) Games	-70.00
11/26/2024	Check	127422	Austin Gilmour	Adult Softball Umpire (1) Game	-35.00
11/26/2024	Check	127430	Cassidy Paige	Deposit for Winterfest Entertainment 12/06-12/07 (1.5 hrs each day)	-200.00
11/26/2024	Check	NV11262024	Sport Turf Managers Association	Sport Field Management - Membership - Valdivia, Noah	-185.00
11/29/2024	Check	SVCCHRG		Service Charge	-15.00
11/29/2024	Check	NovFee2024	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-1,607.98
Totals					-\$ 224,156.51

Beaumont-Cherry Valley Recreation and Park District

Check Warrant - Bogart Park

November 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
10050 HCN Bank - Bogart Park					
Beginning Balance					
11/04/2024	Check	BN0V2024	Clover(MRCH BNKCD)	Credit Card Fee %	-180.82
11/12/2024	Bill Payment (Check)	5615	BCVWD 3-004	Bogart Utilities: Water - 07/01/2024-08/2024	-3,568.27
11/12/2024	Bill Payment (Check)	5616	Cintas	Janitorial Supplies: Refill on Supplies - Bogart	-166.59
11/12/2024	Bill Payment (Check)	5617	Action True Value Hardware	Bogart - Day Use Irrigation Repair	-27.30
11/12/2024	Bill Payment (Check)	5618	BCVWD 3-001	Bogart Utilities:Water - 07/01/2024-08/31/2024	-53.33
11/12/2024	Bill Payment (Check)	5619	BCVWD 3-002	Bogart Utilities: Water - 07/01/2024-08/31/2024	-24.68
11/12/2024	Bill Payment (Check)	5620	BCVWD 3-003	Bogart Utilities: Water - 07/01/2024-08/31/2024	-186.59
11/12/2024	Bill Payment (Check)	5621	Cintas	Janitorial Supplies: Refill on Supplies - Bogart	-294.17
11/19/2024	Bill Payment (Check)	p245JSBS5J	Frontier (9600 Cherry3887) B	Monthly Wifi Service - Bogart	-164.42
11/19/2024	Bill Payment (Check)	5622	J & R Landscape Management, LLC.	Weekly Service Sept. & Oct. 2024	-5,542.25
11/19/2024	Bill Payment (Check)	5623	Pro-Pipe & Supply	Repair and Maintenance: Faucet Repair Men's Day Use Bogart	-226.34
11/19/2024	Bill Payment (Check)	5624	Well Tec Services Inc.	Annual Pump Maintenance - Bogart Well	-4,950.00
11/19/2024	Bill Payment (Check)	80104555479	Waste Management of the IE	Utilities: Trash -Bogart	-2,005.04
Totals					-\$ 17,389.80



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT

www.bcvparks.com

LEGAL INVOICES

Best Best & Krieger, LLP

Invoice #1014866 General Legal Services (November 2024)

\$3,759.96

Total Invoices for approval - \$3,759.96



Staff Report

Agenda Item No. 4.5

To: Board of Directors:

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

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of 2025 Holiday Schedule/Office Closure Dates

Background and Analysis:

As a policy of the District, the District has reviewed and observed Federally recognized holidays each year. Attached is a chart of the 2025 holidays for review and for approval by the Board.

Per Approval	Floating Holiday
Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King Day
Monday, February 17, 2025	President's Day
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth (New Federal Holiday)
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Tuesday, November 11, 2025	Veterans Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Day After Thanksgiving
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day
Wednesday, December 31, 2025	New Year's Eve
Wednesday, December 24, 2025 – Thursday, January 1, 2026**	<i>BCVRPD Facilities Closed**</i>

***December 26th, 29th, and 30th are not paid holidays – Employees who wish to be paid for those days must use their paid time off*

Recommendations:

Staff recommends approving the 2025 holiday/office closure schedule.

Fiscal Impact:

Per District policy, Full-Time employees are paid for holidays observed by the District. If approved, the District will observe fourteen holidays in 2025.

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board



Contract Amendment

This Contract Amendment (the "Amendment") is made between Beaumont-Cherry Valley Recreation and Park District and Cherry Valley Horseman Association on this 11 day of December 2024. This Amendment is to the contract entitled Facility Use Agreement originally executed on the 24 day of January 2024.

The contract is amended as follows:

2025 dates - February 8th, March 8th, April 12th, May 10th, May 31st, June 14th, July 12th, August 9th, and August 23rd as a
makeup day if needed. Attached are the updated insurance requirements and language as provided by CAPRI.

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

Updated CAPRI Insurance Requirements

I. INDEMNIFICATION

- i. The **Cherry Valley Horsemens Association** 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 **Cherry Valley Horsemens Association** 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.

II. INSURANCE REQUIREMENTS

- i. General liability insurance: The **Cherry Valley Horsemens Association** 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 **Cherry Valley Horsemens Association** 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 **Cherry Valley Horsemens Association** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **Cherry Valley Horsemens Association**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

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

- i. The **Cherry Valley Horsemens Association** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **Cherry Valley Horsemens Association** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Cherry Valley Horsemens Association** 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 **Cherry Valley Horsemens Association**'s right to use of the facility under this agreement should **Cherry Valley Horsemens Association** fail to comply with any provision of this section.

IV. 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 **Cherry Valley Horsemens Association** waives any right of recovery against **BCVRPD** and the **Cherry Valley Horsemens Association** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

V. 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 2M per occurrence and 4M 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.

VI. 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.



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **6.2**

To: Board of Directors:
From: Deidre Chatigny, Human Resource Administrator/Clerk of the Board
Via: Mickey Valdivia, General Manager
Date: December 11, 2024

Subject: Approval of 2025 Board Meeting Dates and Times

Background and Analysis:

Historically, the District has held its regularly scheduled Board meetings on the second Wednesday of each month beginning at 5:00 p.m. The proposed dates for 2025 are as follows:

January 08, 2025*
February 12, 2025
March 12, 2025*
April 09, 2025
May 07, 2025*
June 11, 2025
No July Meeting
August 13, 2025*
September 10, 2025*
October 08, 2025
November 12, 2025*
December 10, 2025

**BCVRPIC Meeting Date*

Recommendations:

At the pleasure of the Board, Staff recommends that the Board agree upon a schedule and regular meeting time for the 2025 calendar year.

Fiscal Impact:

There will be no fiscal impact to the general fund.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Deidre Chatigny".

Deidre Chatigny
Human Resource Administrator/Clerk of the Board



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **6.3**

To: Board of Directors

From: Noah Valdivia, Athletic Facilities Manager

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of 2025 Facility Use License Agreements

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District annually reviews and refines Facility Use License Agreements for independent operators that benefit our local community. For the 2025 calendar year, BCVRPD staff recommends renewing the following Facility Use License Agreements:

- BYB/SB – Beaumont Youth Baseball and Softball
- Women’s Club – Beaumont Women’s Club
- SGPHS – San Geronio Pass Historical Society

Staff proposes several updates to the agreement with BYB/SB, including changes to payment deadlines, facility access, insurance requirements, and other terms.

Staff also recommends renewing the agreements with the Beaumont Women’s Club and SGPHS, with only minor adjustments, primarily related to the new CAPRI Insurance requirements.

Fiscal Impact:

The operating account will see a modest increase in revenue from the annual BYB/SB Snack Bar monthly rental fee, while all other fees will remain unchanged.

Recommendations:

Staff recommends that the BCVRPD Board of Directors review, provide feedback, and approve the changes to the Facility Use License Agreements, and authorize the General Manager to make any non-substantial adjustments.

Respectfully Submitted,

Noah Valdivia
Athletic Facilities Manager



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 BEAUMONT YOUTH BASEBALL/SOFTBALL, INC, (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas BYB/SB desires to utilize BCVRPD facilities between January 1, 2025, and December 31, 2025, for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas BYB/SB represents that it has the skill, ability, and personnel to operate such LEAGUES, AND SNACK BAR.

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

TERMS

- I. BCVRPD shall authorize BYB/SB rental of NOBLE CREEK REGIONAL PARK, for spring season practices/games, and all-star practices/tournaments to begin January 1, 2025, through July 31, 2025, fields 1-7 and meadow Monday through Saturday, east end of meadow to be reserved for t-ball only due to fitness court user safety. Practices and games to run Monday through Saturday fields 1-7 for spring regular season and Monday through Friday during All-Star season. If the fields are not scheduled for BYB/SB use, BCVRPD reserves the right to schedule external practices, games, and or other facility use events reserved by BCVRPD. BYB/SB will work with the General Manager, Athletic Facilities Manager, and Assistant Maintenance Superintendent to adjust field usage for prior and existing field rentals.
- II. The final day for the BYB/SB 2025 Spring season is May 9th. Consequently, the All-Star season will begin on May 12th.
 - i. All-Star tournament dates include but are not limited to:
 - i. BYB/SB All-Star Warm-up tournament May 15th – May 18th, 2025.
 - ii. USA Softball “C” District All-Star Tournament June 12th - June 15th, 2025. This tournament will be tentative due to the potential Cherry Festival at Noble Creek Regional Park.



Beaumont-Cherry Valley Recreation and Park District

- iii. All other tournament are TBD.
- III. BCVRPD shall authorize BYB/SB rental of NOBLE CREEK REGIONAL PARK, for fall season practices/games to begin September 1, 2025, through November 21, 2025, fields 1-7 and meadow Monday through Friday, east end of meadow to be reserved for t-ball only due to fitness court user safety. Practices and games to run Monday through Friday fields 1-7 for Fall regular season. If the fields are not scheduled for BYB/SB use, BCVRPD reserves the right to schedule external practices, games, and or other facility use events reserved by BCVRPD. BYB/SB will work with the General Manager, Athletic Facilities Manager, and Assistant Maintenance Superintendent to adjust field usage for prior and existing field rentals.
- IV. 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 USE, AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
 - ii. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK BALL FIELDS or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. In the case there are ROOM CAPACITY restrictions, BYB/SB shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
 - iv. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - v. BYB/SB shall lease the snack bar all year. BYB/SB will reimburse BCVRPD for all utilities each month, including all fees for sewer cleaning. BYB/SB will also pay for inspections and monthly cleaning services for the installed grease trap.
 - vi. BYB/SB is provided the Noble Creek Community Center Copper Room for five (5) meetings in 2025, with dates to be determined. If the Copper Room is unavailable, BCVRPD will offer the Cherry Valley Grange Hall or Beaumont Women's Club, depending on availability.
- V. This agreement includes specified to NOBLE CREEK REGIONAL PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK REGIONAL PARK BALL FIELDS will not be the responsibility of BCVRPD.



Beaumont-Cherry Valley Recreation and Park District

- i. Access to the parking area is by first request for event dates through the General Manager and Athletic Facilities Manager of the District.
 - ii. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
 - iii. Use of the tuff sheds will be permitted during regular spring and fall BYB/SB seasons. Locks will be consistent with those that are used on the ball fields.
 - iv. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment, keeping both in good repair during the term of this agreement.
 - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
 - ii. BYB/SB will pay for any grease trap maintenance/service.
 - iii. BYB/SB will replace one (1) major appliance per year in the snack bar with an energy-efficient model (e.g., refrigerator).
- VI. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- VII. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS.
 - i. BYB/SB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. BYB/SB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. BYB/SB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke BYB/SB right to use of the facility under this agreement should BYB/SB fail to comply with any provision of this section.
- VIII. BCVRPD and its employees are not responsible for any misplaced, broken, or stolen items that BYB/SB chooses to store in or around the facility.



Beaumont-Cherry Valley Recreation and Park District

- i. BYB/SB must get prior approval for any stored items on the district property.
 - ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK REGIONAL PARK and the square footage needed to store the items.
 - iii. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. BYB/SB will be provided with four (4) sets of keys for necessary facilities at Noble Creek Regional Park. Key duplication is strictly prohibited. Outside of the regular spring and fall seasons, keys must be returned to BCVRPD. If BYB/SB duplicates any keys, they will be responsible and billed for new locks for all fields, tuff sheds, and any other locks matching the field locks.
- IX. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are applicable through the dates of this agreement.
 - ii. A fee of \$15.00 will be charged for each registered player in the spring and fall baseball/softball leagues. A copy of each sign-up form and roster will be provided to BCVRPD. An updated roster for each team will be submitted within five (5) days after the completion of late sign-ups.
 - i. For the 2025 Spring BYB/SB season, two payments will be made: the first on 3/3/25 and the second on 4/1/25. Half of the total amount will be due on 3/3/25, with the remaining balance due on 4/1/25. BYB/SB will provide a list of any added players after 3/3/25 to be included in the final April invoice.
 - ii. For the 2025 Fall BYB/SB season, two payments will be made: the first on 9/2/25 and the second on 10/1/25. Half of the total amount will be due on 9/2/25, with the remaining balance due on 10/1/25. BYB/SB will provide a list of any added players after 10/2/24 to be included in the final October invoice.
 - iii. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL \$400.00 per month for rental use of the snack bar for the duration of the contract.
 - i. If the snack bar is open for business by BYB/SB throughout the duration of the contract, BYB/SB will incur the \$400.00 per month rental use fee during the months in which the snack bar is open for business.
 - ii. If the snack bar is NOT open for business by BYB/SB for an entire month throughout the duration of the contract then BYB/SB will not



Beaumont-Cherry Valley Recreation and Park District

be responsible for the \$400.00 per month rental use during the months in which the snack bar is NOT in use.

- iv. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL BYB/SB will pay for both snack bars propane, electrical, and alarm service from January 1, 2025 – December 31, 2025.

- v. BYB/SB will be billed for each sewer and grease trap cleaning.
- vi. A late fee of 1.5% per day of the total amount owed per invoice will be applied to the balance of any invoice not paid by the due date.
- vii. There will be a \$35.00 fee payable in cash/debit for all returned checks.
- X. BYB/SB shall during scheduled use perform set-up and take-down of all equipment used and be responsible for the general cleanliness of the park after use.
 - i. Cleanliness of the fields and bathrooms shall be the responsibility of BYB/SB during all facility use.
 - ii. BCVPRD will maintain the responsibility for the regular cleaning, maintenance, and sanitization of the bathrooms after all facility use.
 - iii. BYB/SB will remove all trash from the outside trash cans, restrooms, and snack bar each night of operation.
 - iv. BYB/SB shall not permit gatherings beyond that of MEETINGS, PRACTICES, AND GAMES before or after building/FACILITY use.
 - v. BYB/SB is responsible for opening and closing all facilities at the beginning and end of each day during use, including fields, lights, bins, snack bar, and restrooms. During dates of operation BYB/SB has access to the facility from 4 pm to 10 pm, BCVPRD will allow dugout gates to be opened no earlier than 3:30 pm. Failure to adhere to these times will result in the closure of facilities until proper action is taken.
 - vi. If BYB/SB is deficient in the cleanliness in the park, the district will contact the BYB/SB President, Jen Olson, “or her proxy” and if not cleaned in a timely manner, the District will clean and bill BYB/SB.
- XI. Any building upgrades or permanent fixtures must be approved by BCVPRD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.



Beaumont-Cherry Valley Recreation and Park District

- XII. BCVRPD is routinely doing upgrades to our facilities. During this time BYB/SB could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK REGIONAL PARK 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. BYB/SB shall not duplicate any keys. If a key is lost or stolen BYB/SB shall immediately report the loss to BCVRPD. BYB/SB will be charged the cost for re-keying of the facilities and for manufacturing new keys.
- XVI. BYB/SB will provide the District a list of anyone that has been issued one of the four sets of keys.
- XVII. Access to any District storage and Maintenance yard is prohibited to any BYB/SB volunteers.
- XVIII. BYB/SB shall not make any changes to lock(s) on District property. District issued codes may not be given out to any person that is not authorized. In doing so, BYB/SB will be subjected to a fine in consideration to changing the lock(s) or code(s)
- XIX. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any BYB/SB volunteers or Board members entering one of our buildings.
- XX. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code.
- XXI. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXII. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XXIII. BCVRPD reserves the right to enter and inspect any BYB/SB snack bar, building, or storage container at any time for any purpose during use of the facility. BYB/SB shall follow all directives from District representatives.



Beaumont-Cherry Valley Recreation and Park District

- i. If BCVRPD is not satisfied with the condition of any BYB/SB-operated facility, BCVRPD reserves the right to suspend its use until the issues are resolved.
- XXIV. BYB/SB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BYB/SB members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXV. BYB/SB agrees to charge parking fees for All-Star Warm up Tournament May 15th-18th, 2025 and USA Softball "C" District Tournament JUNE 12th -15th, 2025.
 - i. 50% of the net parking revenue will be distributed to BCVRPD to cover fair share costs. Payment is due within three (3) business days following the tournament. A late fee of \$50 will be added to the total balance owed for each day payment is delayed. Proof of total cash collected, and credit card machine reports must also be submitted at the same time. The funds received will be allocated to the Improvement Corporation fund balance.
 - ii. Any minor helping with the collection of parking fees must be accompanied by an adult.
- XXVI. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXVII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is the responsibility of BYB/SB to repair and/or clean.
- XXVIII. Any volunteers operating a motorized vehicle must have a valid CA driver's license and insurance. BCVRPD is not responsible for any damage.
- XXIX. BYB/SB shall not assign or attempt to assign any portion of this agreement.
- XXX. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXXI. BYB/SB will require approval for advertisement banners on the inside ball field fences from January 31, 2025 – July 31, 2025. Any other locations will require prior approval of the General Manager. The placement, removal, and



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maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.

XXXII. 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 closed to the public on very short notice. BYB/SB will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.

XXXIII. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.

XXXIV. INDEMNIFICATION

- i. The **BYB/SB** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **BYB/SB'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.

XXXV. INSURANCE REQUIREMENTS

- i. General liability insurance: The **BYB/SB** 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 **BYB/SB** 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,



Beaumont-Cherry Valley Recreation and Park District

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 **BYB/SB** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **BYB/SB**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

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

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

XXXVII. 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 **BYB/SB** waives any right of recovery against **BCVRPD** and the **BYB/SB**



Beaumont-Cherry Valley Recreation and Park District

shall not charge results of “acts of God” to **BCVRPD**, its officers, employees, or agents.

XXXVIII. 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



Beaumont-Cherry Valley Recreation and Park District

- 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.

XXXIX. 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.

- XL. **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



Beaumont-Cherry Valley Recreation and Park District

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. BYB/SB shall guarantee that, at the option of the BCVRPD, either:
 - 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 - 2. BYB/SB shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - 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:** BYB/SB shall furnish DISTRICT with original certificates of insurance and endorsements affecting 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 BCVRPD 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:** BYB/SB shall report to the BCVRPD, in addition to the insurer, all insurance claims submitted by BYB/SB in connection with this agreement.
- XLI. BYB/SB shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BYB/SB



Beaumont-Cherry Valley Recreation and Park District

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.

- XLII. BYB/SB shall defend, with counsel of its choosing and at BYB/SB own cost, expense, and risk, all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BYB/SB shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BYB/SB shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for 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.
- XLIII. 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.
- XLIV. 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 instrument signed by both parties.
- XLV. 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.
- XLVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BYB/SB Jen Olson
950 Beaumont Ave
PO Box 3358
Beaumont, CA 92223
- Notices shall be deemed effective when received by the other party.
- XLVII. This agreement is to be effective on January 1, 2025 and end on December 31, 2025. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



Beaumont-Cherry Valley Recreation and Park District

- XLVIII. 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.
- XLIX. The recitals above are true and correct and are incorporated herein by this reference.
- L. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signature.
-

Mickey Valdivia, General Manager (BCVRPD)

Jen Olson, President (BYB/SB)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

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

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

TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on the 2nd Saturday of every month in addition to February 21st and May 17th of 2025.
- 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 WOMAN’S CLUB in the event that the building becomes unavailable.
 - ii. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
 - iii. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.



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- iv. BEAUMONT WOMAN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS.
 - v. In the case there are room capacity restrictions, BEAUMONT WOMAN'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 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 BEAUMONT WOMAN'S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
 - V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
 - i. BEAUMONT WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. BEAUMONT WOMAN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMAN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMAN'S CLUB, INC. fail to comply with any provision of this section.
 - VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMAN'S CLUB, INC. chooses to store in or around the facility.
 - i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.



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- ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
 - iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. BEAUMONT WOMAN'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 WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- VII. BEAUMONT WOMAN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
 - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (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.
- IX. BCVRPD shall during scheduled use perform set-up and take-down of all chairs, tables, and equipment. The BEAUMONT WOMAN'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 WOMAN'S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.



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- iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
- iv. BEAUMONT WOMAN'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

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

- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIII. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XV. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.
- XVI. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.



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- XVIII. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.
- XIX. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
-
- XX. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXIII. BEAUMONT WOMAN'S CLUB, INC., shall maintain its own liability insurance, naming BCVRPD as additional insured.
- XXIV. **INDEMNIFICATION**
- i. The **Beaumont Womans 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 Womans 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.
- XXV. **INSURANCE REQUIREMENTS**
- i. General liability insurance: The **Beaumont Womans 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



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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 Womans 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 Womans 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 Womans Club**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

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

- i. The **Beaumont Womans 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 Womans Club** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Beaumont Womans 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.



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

XXVII. **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 Womans Club** waives any right of recovery against **BCVRPD** and the **Beaumont Womans Club** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

XXVIII. 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 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



Beaumont-Cherry Valley Recreation and Park District

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 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.

XXIX. 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**



Beaumont-Cherry Valley Recreation and Park District

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.

XXX.

XXXI. **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 WOMAN'S CLUB, INC. shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. BEAUMONT WOMAN'S CLUB, INC. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 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.



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- v. **Verification of Coverage:** BEAUMONT WOMAN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - 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 BCVRPD 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 WOMAN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.
- XXXII. BEAUMONT WOMAN'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 WOMAN'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.
- XXXIII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMAN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMAN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXIV. 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.



Beaumont-Cherry Valley Recreation and Park District

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. 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. BEAUMONT WOMAN’S CLUB, INC.
PO Box 352
Beaumont CA 92223

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

XXXVIII. This agreement is to be effective on January 1, 2025, and end on December 31, 2025. 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 herein by this reference.

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

Mickey Valdivia, General Manager, BCVRPD

Alyson Eccleston (Beaumont Woman’s Club)

Date

Date



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 Geronio 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.



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- 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.



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- 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.



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- 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



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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.



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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.



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- 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



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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).



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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:



Beaumont-Cherry Valley Recreation and Park District

- 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 BCVRPD before the activity commences. The BCVRPD reserves the right to



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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.



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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, 2025 and end on December 31, 2027. 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

Helen Enriquez (San Gorgonio Pass
Historical Society)

Date

Date

Historical society general membership meetings, set up at 5 p.m., leave by 10 p.m.:

Thursday, January 9

Thursday, February 13

Thursday, March 13

Thursday, April 10

Saturday, May 10 NOTE: In May, we will hold our meeting on Saturday instead of Thursday to accommodate members who do not drive at night.

Thursday, June 12

NOTE: We do not have general membership meetings in July or August.

Thursday, September 11

Thursday, October 9

Thursday, November 13

Thursday, December 11

Historical society board meetings on third Thursday of each month:

January 16

February 13

March 20

April 17

May 15

June 19

July 17

August 21

September 18

October 16

November 20

December 18

Historical society Museum days are the last Saturday of each month:

January 25

February 22

March 29

April 26

May 31

June 28

July 26

August 30

September 27

October 25

November 29

December 27



Staff Report

Agenda Item No. **6.4**

To: Board of Directors

From: Deidre Chatigny, Human Resources Administrator

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of Dates for Public Redistricting Meetings with National Demographics Corporation

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District Board has agreed to transition to by-District elections, effective in 2026. The tolling agreement with Mr. Shenkman requires the District to complete the redistricting process before March 21, 2025. As a result, the District has entered into an agreement with National Demographics Corporation for redistricting services. The redistricting process has certain criteria that requires a minimum of five meetings/public forums. The proposed dates and content for the meetings are as follows:

Date	Type	Content
Wednesday, January 8 th , 2025*	Kickoff Meeting	Introduction, Overview, Criteria, Calendar, Costs
Wednesday, January 22 nd , 2025	Special Meeting	Repeat of Kickoff Meeting
Wednesday, February 12 th , 2025*	Draft Map Presentation	Maps posted by February 5 th will be presented publicly for discussion
Wednesday, February 26 th , 2025	Special Meeting	Revisions to the Draft Map will be presented
Wednesday, March 12 th , 2025*	Map Adoption	Maps will be adopted

*Regular Board Meeting date

Fiscal Impact:

This action will not result in an expense as it is a confirmation of meeting dates, the services provided by National Demographics Corporation (not to exceed \$35,000) have already been approved.

Recommendations:

Staff recommends that the Board review, discuss and approve the redistricting meeting dates, public forums, and special meetings with National Demographics Corporation. Staff will move forward at the direction of the Board in regard to meeting times.

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK
DISTRICT
AND NATIONAL DEMOGRAPHICS CORPORATION**

This Agreement is made and entered into as of October 10, 2024 by and between the Beaumont-Cherry Valley Recreation and Park District, a California special district organized and operating under the laws of the State of California with its principal place of business at 390 Oak Valley Parkway, Beaumont, CA 92223 ("District"), and National Demographics Corporation, a corporation with its principal place of business at P.O. Box 5271, Glendale, CA 91221 (hereinafter referred to as "Consultant"). District and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

Transitioning from at-large elections to by-district elections through the process of redistricting (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no District employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the District shall pay for such

services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$35,000. This amount is to cover all related costs, and the District will not pay any additional fees for printing expenses. Consultant may submit invoices to District for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to District's sole satisfaction. District shall pay Consultant's invoice within forty-five (45) days from the date District receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by District and Consultant in writing.

6. Term. This Agreement shall commence on the Effective Date and continue through March 31, 2025, unless the Agreement is previously terminated as provided for herein ("Term").

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at

all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

13. Required Documents. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The Beaumont-Cherry Valley Recreation and Park District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the

performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its elected and appointed officials, officers, employees, agents, and District-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its elected and appointed officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation

or spread of malicious software code, in a form and with insurance companies acceptable to the District.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed

to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor the Board of Directors, nor any member of the Board of Directors, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the

payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, the Board of Directors, members of the Board of Directors, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and

federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

21. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the General Counsel's Office in enforcing this Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to District, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required

with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

27. Organization. Consultant shall assign National Demographics Corporation as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

DISTRICT:

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

CONSULTANT:

National Demographics Corporation
P.O. Box 5271
Glendale, CA 91221
Attn: Douglas Johnson

With Copy To:

Best Best & Krieger LLP
2855 E Guasti Rd
Suite 400
Ontario, CA 91761
Attn: Albert J. Maldonado, General
Counsel

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

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

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. District's Right to Employ Other Consultants. District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

44. Disciplinary Actions in Phases for Non-Performance. Failure for Consultant to perform its obligations under this Agreement or comply with the Performance Indicators may result in disciplinary action as follows:

(i) Informal Warning (Written or Verbal). Consultant is given a warning in regards to non-performance. If a verbal warning is issued, it will be confirmed with an electronic correspondence to the Consultant.

(ii) Formal Written Warning. A formal written warning is issued to Consultant pursuant to Section 29 of this Agreement. Consultant must respond within 5 to 10 days of receipt of the formal warning. Upon response from the Consultant, Consultant shall be provided a reasonable time to make corrections to their performance. This time period

(iii) Formal Penalty Issued. A penalty of 15% of the Consultant's current invoice amount or annual contract amount is deducted for non-performance after previous warnings have been issued.

(iv) Termination of Contract. If the performance has not been corrected after all warnings and previous penalties have been exhausted, District may terminate the contract pursuant to Section 21 of this Agreement.

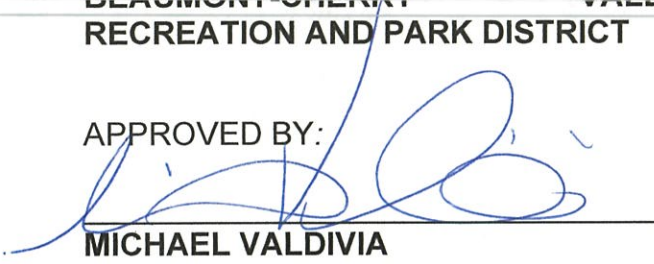
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK
DISTRICT
AND NATIONAL DEMOGRAPHICS CORPORATION**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**BEAUMONT-CHERRY VALLEY NATIONAL DEMOGRAPHICS
RECREATION AND PARK DISTRICT CORPORATION**

APPROVED BY:



MICHAEL VALDIVIA
General Manager

Signature

ATTESTED BY:



DEIDRE CHATIGNY
District Board Clerk

Name

Title

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

EXHIBIT A

Districting Project Setup and coordination:

- o Match jurisdiction boundaries to Census geography, including analyzing and dividing Census data where necessary if the jurisdiction boundary does not follow Census geography (as most special districts do not);
- o Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
- o Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
- o Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
- o Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
- o Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
- o Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
- o Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
- o Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- o [New Statute for 2024] Preparation and delivery of reports required under Elections Code Section 21130(b);

Districting Plan Development:

- o Creation of 2 to 4 initial draft maps;
- o Analysis and preparation for presentation of all whole or partial plans submitted by the public;

- o Conversion of all maps and reports to web-friendly versions;
- o Online posting of all maps to an interactive review website;
- o Create any requested additional and/or revised maps as requested;

Plan implementation:

- o Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;

- o Work with the County Registrar of Voters to implement the final adopted plan;

Project Options

- o Number of virtual or in-person meetings (and resulting per-meeting fee);
- o Consultant-prepared and -managed project website;
- o Online mapping tool allowing residents to draw and submit maps;
- o Paper-based mapping tool allowing residents to draw and submit maps.

Project Pricing

1. Redistricting Project Elements (Covers everything listed above except for per-meeting and optional expenses):\$ 22,500
2. Per-Meeting expense:
 - In-person attendance, per meeting \$ 3,000
 - Virtual (telephonic, Zoom, etc.) attendance, per meeting \$ 1,500

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:
 - a) Project website \$ 6,500

b) Public mapping tool options:

- Online and paper system including all elements below \$ 4,500
- DRA (an easy-to-use online mapping tool, also known as "Dave's Redistricting App")
- Public Participation Kit paper-based mapping tool

c) Public Participation Kit mapping tool alone \$ 3,000



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **6.5**

To: Board of Directors

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

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of Strategic Planning Meeting Date

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District has many projects to consider moving forward and the Board and staff have a great opportunity to strategically plan the direction in which the District wants to go. The 2023/2024 sessions provided a great foundation for the District to build upon but there is still a great deal to be discussed and outlined for the future with new Board members. Staff would like to address the Strategic Planning schedule and determine a date that will work best for all of the Directors. The goal is to discuss projects, finance, programs, and other items pertaining to the District.

An important part of the Strategic Planning process is one-on-one interviews with the General Manager, which will be planned and scheduled prior to the workshop.

At the pleasure of the Board, the 2025 Strategic Planning Workshop will be held at Noble Creek Community Center on one of the following proposed dates:

- Saturday, January 25th immediately following the Beaumont Youth Baseball Pancake Breakfast
- Saturday, February 8th

Fiscal Impact:

There will be minimal fiscal impact to the District as light refreshments and/or lunch may be provided.

Recommendations:

Staff recommends that the Directors discuss and approve one of the dates above to schedule the Strategic Planning Workshop.

Respectfully Submitted,

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

Deidre Chatigny
Human Resources Administrator/Clerk of the Board



Staff Report

Agenda Item No. **6.6**

To: Board of Directors

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

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of SiteLogIQ Letter of Agreement (LOA)

Background and Analysis:

SitelogIQ has been selected to help the District find ways to save energy and improve the efficiency of our facilities. The goal is to reduce energy costs through measures like solar energy, energy-efficient upgrades, and possibly battery storage systems. The project will also focus on creating solutions that pay for themselves over time by saving money on energy.

The attached LOA lays out the work SitelogIQ will do during the initial phase, which includes site visits, data collection, and energy analysis. After this phase, SitelogIQ will recommend energy-saving measures and provide a financial plan for the District to review.

The LOA covers 13 sites within the Beaumont-Cherry Valley Recreation & Park District. A detailed list of these sites is included in the LOA.

The attached Letter of Agreement provides the framework for the District to engage SitelogIQ in identifying and implementing energy-saving measures at its facilities. It aligns with the District's goals of reducing operational costs while complying with California's energy efficiency requirements. Approval of the LOA will enable the District to move forward with this important initiative.

Fiscal Impact:

The cost of this phase is fixed at \$30,000. This fee is contingent on the District moving forward with the project within the specified timeframe. If the District does not proceed within 60 days, the fee is due and will be credited toward future implementation costs.

Recommendations:

The Board of Directors is recommended to approve the Letter of Agreement with SitelogIQ for the development phase of energy-saving measures and facility improvements.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deidre Chatigny".

Deidre Chatigny

Human Resources Administrator/Clerk of the Board



December 5, 2024

Mickey Valdivia
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 Oak Valley Pkwy
Beaumont, CA 92223

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Mr. Valdivia,

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SitelogIQ and Beaumont-Cherry Valley Recreation & Park District (Client) will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Beaumont-Cherry Valley Recreation & Park District

Client Sites:

- 38900 Oak Valley Pkwy, Beaumont, CA 92223
- 38900 1/2 Oak Valley Pkwy, Cherry Valley, CA 92223
- 38900 3/4 Oak Valley Pkwy, Cherry Valley, CA 92223
- 650 Oak Valley Pkwy, Unit 1, Beaumont, CA 92223
- 650 Oak Valley Pkwy, Unit 2, Beaumont, CA 92223
- 38896 14th St, Beaumont, CA 92223
- 5812 Plant F-2, Beaumont, CA 92223
- 9500 International Park, Beaumont, CA 92223
- 31 Bogart, Beaumont, CA 92223
- 9600 Cherry Ave, Beaumont, CA 92223
- 10468 Beaumont Ave, Cherry Valley, CA 92223
- 602 Euclid Ave, Beaumont, CA 92223
- 37150 Cherry Valley Blvd, Cherry Valley, CA 92223

Area of Focus:

SitelogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, or energy management services.

Scope of Services:

- A. SitelogIQ will conduct a site visit to the Client Sites to perform a physical audit and collect data. The Client will cooperate and collaborate with SitelogIQ during



this phase by providing copies of requested data, including (if available): Site and system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.

- B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.
- C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. SitelogIQ will also analyze the potential for energy generation measures.
- E. SitelogIQ will recommend energy management and on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.
- I. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.



Clarification on SitelogIQ's Obligations:

Consistent with California Government Code Section 1097.6, SitelogIQ's duties and services under this LOA shall not include preparing or assisting the Client with any portion of the Client's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Client. The Client enters this LOA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project(s) proposed under this LOA. SitelogIQ's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. SitelogIQ shall cooperate with the public entity to ensure that all potential participants in a future project proposed under this LOA have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by SitelogIQ pursuant to this LOA.

Client Responsibilities:

In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B.

Development Efforts:

Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. SitelogIQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. SitelogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:

All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and SitelogIQ for the implementation of the ECMs proposed by SitelogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ -created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials.

Interconnection Application:

If applicable, SitelogIQ may request important Distribution System information from the local utility regarding planned solar interconnection points, prior to submitting an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array at any of the listed sites above.



Development Fee:

SitelogIQ will develop the Project for the firm, fixed fee of \$30,000 (Thirty Thousand Dollars).

In the event that the Client enters into a contract with SitelogIQ for the implementation of ECMs within 60 days after presenting the Proposal, then the Development Fee will be waived. If the Client enters into a contract with SitelogIQ at a later date, the Development Fee paid by the Client will be credited toward the project's total implementation cost.

If SitelogIQ cannot meet the Economic Criteria, Client will not compensate SitelogIQ for its Development Fee.

Economic Criteria:

The Client has represented to SitelogIQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objective of the project is as follows:

Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to work on this important initiative.



Acceptance of Letter of Agreement

This agreement is between Beaumont-Cherry Valley Recreation & Park District and SiteLogIQ, Inc.

Beaumont-Cherry Valley
Recreation & Park District

SiteLogIQ Inc.

Name: Mickey Valdivia

Title: General Manager

Date:

Name: Jonathan Brown

Title: Vice President,
Development

Date:



**Attachment A:
Potential Facility Improvement, Energy Conservation, Energy Generation, and
Energy Management Measures to be considered.**

-
1. Solar Generation
 2. Battery Energy Storage Systems
 3. Energy Efficiency
 4. Advanced Mobility

Attachment B:

Pre-audit Information Request (typical)

#	Must Have	Nice to Have
Utility Information		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Client Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc.?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan



Staff Report

Agenda Item No. **6.7**

To: Board of Directors

From: Deidre Chatigny, Human Resource Administrator

Via: Mickey Valdivia, General Manager

Date: December 11, 2024

Subject: Approval of Cherry Festival Association Agreement

Background and Analysis:

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

Staff is interested in potentially considering a new 1-year contract to hold the event at Noble Creek Regional Park from May 29th to June 1st, 2025. The agreement will include changes based on the 2024 event. For example, the insurance language has been updated to highlight insurance requirements from CAPRI (\$5 million individual/\$10 million aggregate), due 60 days before the event. In addition, the Cherry Festival Association will be required to pay for professional traffic control on-site and any additional miscellaneous fees that the District may incur will be agreed upon in writing before any charges are made. Best Best and Krieger legal counsel, Albert Maldonado, has provided a potential agreement that the General Manager is asking the Board to consider.

The District has had several follow-up meetings with the Cherry Festival Association to determine additional costs that were associated with the event and the contract has been amended to include the items that have been discussed. It has not been approved through the CFA committee at this time.

Fiscal Impact:

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

Recommendations:

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

Respectfully Submitted,

Deidre Chatigny
Human Resource Administrator/Clerk of the Board



**Parks
Make
Life
Better!**

**Noble Creek Rental Rates
Beaumont-Cherry Valley Recreation & Park District
12/4/2024**

Field Rate	7 Fields x \$350	\$2,450 per day
------------	------------------	-----------------

Fields	\$2,450 x 10 days	\$24,500
Maintenance	\$500 x 10 days	\$5,000
Total Fields:		\$29,500

Building Rate	Decorating (4 hours)	\$200	
10-hour Event	Event (First 3 hours)	\$1,500	
	Event (Additional 5 hours)	\$1,250	
	Cleaning Fee	\$150	
	Kitchen Fee	\$100	
	Total	\$3,200 per day	x 3 days
Total Building:			\$9,600

RV Rates	@ 60% Capacity	\$1,668 per day	x 10 days
Total RV:			\$16,680

Total Rental Rates for 5/25/25 - 6/3/25:	\$55,780
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- Includes:
- Water
 - Electricity
 - Signage
 - Barricades
 - Cones
 - Toiletries

- Additional Menu Items:
- Spiderboxes
 - EZ-Up Canopies
 - Cocktail Tables



QUOTE

Beaumont Cherry Valley Recreation and Parks District
 390 W Oak Valley Pkwy
 BEAUMONT CA 92223

Date
 Nov 13, 2024

Expiry
 Dec 13, 2024

Quote Number
 QU-656

Cooper Turf Solutions, Inc.
 629 Fairway Dr.
 Redlands, CA 92373
 (909) 709-9376

Description	Quantity	Unit Price	Amount USD
Field #1 - 50 tons sand	1.00	3,600.00	3,600.00
Field #1 - Grade 50 tons sand	1.00	1,800.00	1,800.00
Field #2 - 25 tons sand	1.00	1,800.00	1,800.00
Field #2 - Grade 25 tons sand	1.00	1,800.00	1,800.00
Field #3 - 25 tons sand	1.00	1,800.00	1,800.00
Field #3 - Grade 25 tons sand	1.00	1,800.00	1,800.00
Field #4 - 25 tons sand	1.00	1,800.00	1,800.00
Field #4 - Grade 25 tons sand	1.00	1,800.00	1,800.00
Field #7 - 50 tons sand	1.00	3,600.00	3,600.00
Field #7 - Grade 50 tons sand	1.00	1,800.00	1,800.00
Meadow - 100 tons sand	1.00	7,200.00	7,200.00
Meadow - Grade 100 tons sand	1.00	3,000.00	3,000.00
		Subtotal	31,800.00
		TOTAL TAX	0.00
		TOTAL USD	31,800.00

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

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

1. RELATIONSHIPS

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

2. EXCLUSIVITY

The CFA shall have exclusive operational and vending control over and within the geographic area and locations at which the Cherry Festival Event will be conducted, as such geographic area and locations are mutually negotiated and agreed upon by the Parties. The facility use rate will be \$25,000 per calendar year, beginning with 2025, payable to the BCVRPD by CFA as set forth in Section 5(E) hereinbelow. BCVRPD agrees that it will deny CalFire access from utilizing the venue for any and all emergency fire camps throughout the duration of the CFA taking possession of the venue. BCVRPD will compose and submit a letter to the Riverside County Fire Chief to inform him of the park closure from May 19, 2025 through June 3, 2025, resulting in the park not being

available for fire camp activity during that period of time. The letter will be sent thirty (30) days after the execution of this MOU.

The BCVRPD shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity to conduct any type of business, within Noble Creek Park, or other mutually agreed upon location, during the time period of the Event as noted above or that would otherwise unreasonably interfere with the setup, conduct and cleanup of the Event.

3. SECURITY FOR THE CHERRY FESTIVAL EVENT

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

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

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

- A. Consistent maintenance of all permanent, on-site restrooms, including regular and continuous maintenance, cleaning and stocking supplies throughout the Event.
- B. Grounds maintenance and pest control prior to the CFA taking possession of the Event grounds. Photo evidence shall be provided by the BCVRPD prior to the Event if requested by the CFA.
- C. The Parties must agree in writing before BCVRPD incurs any additional charges, fees, or in-kind services, which written agreement may be executed by the BCVRPD General Manager and the CFA President and/or Treasurer.
- D. In exchange for receiving the facility rental fee, BCVRPD shall provide equipment rentals for the Event (e.g., event signs, barricades, cones, etc.).

5. CFA TO PROVIDE

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

- A. Any and all fencing expenses made necessary for the Event according to the approved fire marshal codes and regulations.
- B. Hold responsibility for maintenance expenses made necessary by the Event and its areas of use within the park.
- C. Provide volunteers or paid staff prior to, during, and after the Event for such services as trash removal, gate responsibilities, parking delineations, public safety access, and security.
- D. Maintenance services after the Cherry Festival Event has concluded to return the Event spaces to their original conditions before the Cherry Festival Event. CFA and BCVRPD shall conduct a joint walk-thru of the site to ensure accuracy of the

maintenance services provided. BCVRPD will, each calendar year, earmark \$5,600 from the \$25,000 facility rental fee to refurbish the turf on fields 2 and 3. Turf refurbishment of the meadow (carnival area) area will be an additional cost to the CFA beyond the \$25,000 facility rental fee. BCVRPD will seek three different bids for turf refurbishment of the meadow.

- E. CFA shall pay to BCVRPD a \$25,000 facility rental fee, to be paid as follows:
 - a. 25% non-refundable deposit due February 1, 2025
 - b. 25% non-refundable fee due March, 2025
 - c. 25% fee due April 1, 2025
 - d. Remaining 25% fee due May 29, 2025
- F. CFA shall be responsible for paying all vendors used for the Cherry Festival Event (e.g., lighting, traffic control, staffing, etc.) as well as paying the costs for any improvements to BCVRPD's property imposed by the City of Beaumont.
 - a. CFA shall provide, at its expense, professional traffic control for the Event at the following locations:
 - i. Oak Valley Parkway entrances and exits
 - ii. Noble Creek parking lot
 - iii. Any off-site parking locations

6. INDEMNIFICATION

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

7. INSURANCE

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

- A. General liability insurance: CFA shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate,

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

1. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. CFA shall file certificates of such insurance with the BCVRPD a minimum of sixty (60) days before the Event, which shall be endorsed to provide thirty (30) days' notice to the BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the Event, the BCVRPD may deny access to the facility.
2. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the BCVRPD's self-insurance pool.
3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CFA maintains higher limits than the minimums shown above, the BCVRPD requires and shall be entitled to coverage for the higher limits maintained by CFA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.

B. Insurance Limits:

1. \$10,000,000 General Aggregate
2. \$5,000,000 Per Occurrence
3. \$1,000,000 Automotive
4. \$1,000,000 Personal & Advertising Injury
5. \$1,000,000 Products Completed-Operations
6. \$1,000,000 Sexual Abuse and Molestation

7. Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- C. CFA shall provide BCVRPD with a Certificate of Liability Insurance and an Additional Insured Endorsement. The Beaumont-Cherry Valley Recreation and Park District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on CFA's and its subcontractors' and/or subconsultants' policies of commercial general liability and automotive liability insurance.
 - D. CFA shall provide BCVRPD with at least thirty (30) days prior written notice of cancellation of any policy required by this MOU, except that CFA shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this MOU, CFA shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to BCVRPD at least ten (10) days prior to the effective date of cancellation or expiration.
 - E. CFA's insurance policies shall each contain a provision stating that CFA's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by BCVRPD or any named insureds shall not be called upon to contribute to any loss.
 - F. All required insurance coverages shall contain or be endorsed to provide waiver of subrogation in favor of BCVRPD, its officials, officers, employees, agents, and volunteers or shall specifically allow CFA or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CFA hereby waives its own right of recovery against BCVRPD, and shall require similar written express waivers and insurance clauses from each of its subcontractors and/or subconsultants.
 - G. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve CFA from liability in excess of such coverage, nor shall it limit the CFA's indemnification obligations to BCVRPD and shall not preclude BCVRPD from taking such other actions available to BCVRPD under other provisions of the MOU or law.
 - H. If at any time during the life of the MOU, any policy of insurance required under this MOU does not comply with these specifications or is canceled and not replaced, BCVRPD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by BCVRPD will be promptly reimbursed by CFA or BCVRPD will withhold amounts sufficient to pay premium from CFA payments. In the alternative, BCVRPD may cancel this MOU.

- I. BCVRPD may require CFA to provide complete copies of all insurance policies in effect for the duration of the term of this MOU.
- J. Neither the BCVRPD nor the BCVRPD Board of Directors, nor any member of the BCVRPD Board Members, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this MOU.

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

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

9. FORCE MAJEURE

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

10. COMPLETE AGREEMENT

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

11. AGREEMENT BINDING

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

12. TERM

The term of this MOU will begin on the Effective Date and continue through December 31, 2025.

13. TERMINATION

Either Party may terminate this MOU with or without cause until April 1, 2025, upon thirty (30) days advanced written notice.

14. NOTICES

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

CFA:

BCVRPD:

15. ELECTRONIC SIGNATURES

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

16. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties are signing this MOU on the date set forth in the introductory clause.

CHERRY FESTIVAL ASSOCIATION

President

Date

BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT

General Manager

Date



Department Report

Agenda Item No. **7.1**

To: Chairman and Board of Directors
From: Deidre Chatigny, Human Resources Administrator
Date: December 11, 2024

Subject: November 2024 Department Updates

Report:

Activities Manager, Sarah Salzman:

- Winterfest last week was a great success, thank you to all who participated.
- Spending the next few months working on the 2024 event playbooks and booking entertainment for 2025 special events.

Assistant Maintenance Superintendent, Aaron Morris:

- Staff has decorated around the park in preparation for Winterfest.
- Staff participated in the annual CAPRI site inspection walkthrough on Monday, December 2nd.

Athletic Facilities Manager, Noah Valdivia:

- Staff is organizing a trail golf league at Oak Valley Golf Course on behalf of the Foundation in partnership with Oak Valley and 1906 Restaurant. The league is scheduled for two days in December, with plans to expand into a full season next year based on the trial's success.
- The annual canned food drive and participation in the Winter Wish program were very successful, the District fulfilled the wishes of 9 children with toys and clothing, and collected over 400 cans for donation to the program.
- The adult softball season has concluded and Staff is excited to host the final co-ed tournament of the year on December 14th, benefiting the Toys for Tots program, with donations going to the local Boys and Girls Club.

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

- As of today, (92%) of the staff and (100%) of the Board have completed AB 1825 Sexual Harassment Avoidance Training.
- The District has 26 employees. Personnel changes include:
 - o New/Pending Hires:
 - o Resignations/Terminations:
- It has been 1,047 days since our last employee accident.

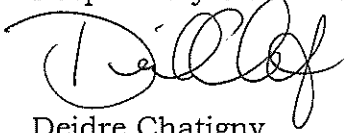
Community/Networking:

- Calimesa Chamber Breakfast: Nick Hughes, Noah Valdivia
- Good Morning Beaumont Breakfast: Noah Valdivia, Sarah Salzman, Deidre Chatigny, Nancy Law
- Student of the Month Breakfast: Nick Hughes, Sarah Salzman
- San Geronio Pass Water Agency Board Meeting: Mickey Valdivia

Upcoming Events:

- Good Morning Beaumont Breakfast – Friday, December 13th
- BCVRPD Staff Party – Friday, December 13th, Cherry Valley Grange, 5:30p.m.
- Banning Sunrise Breakfast – Wednesday, December 18th
- BCVRPD Facilities Closed Tuesday, December 24th through Wednesday, January 1st

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Deidre Chatigny', written in a cursive style.

Deidre Chatigny
Human Resources Administrator/Clerk of the Board



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Finance Report

Agenda Item No. **7.2**

-
- The Finance Committee met Monday, December 9th, 2024
 - Legal Invoices were reviewed.
 - Property Tax Disbursement –
 - Report for November 2024 has not been posted as of December 5th, 2024.
 - Completed the Transfers
 - Reserve - \$5,000.00 – November 2024
 - Money Market - \$7,500.00 – November 2024
 - Finance Department (September 2024)
 - Paid – Masonry Design – Installation (3) Truncated Domes (Cherry Festival) City Permit - \$4,700.00
 - Paid – ELROD – Field #1 – New Gates for Events ingress/egress - \$6,650.00
 - Paid – William A. Morton – Qrtly 2024 Loan Payment - \$23,502.29
 - Paid – Cooper Turf Solutions – Sand Grading Fields #1, 2 & 3 – Fire Camp - \$10,000.00
 - Paid – Masonry Design – NCCC Parking Lot Concrete, Damage from Fire Camp - \$12,276.00

MOETLAW

18818 Teller Ave., Suite 250, Irvine, CA 92612
P: 949-617-2101 | F: 909-906-3788 | info@moetlaw.com

November 18, 2024

Beaumont - Cherry Valley Recreation & Park District
Attn: Board of Directors
390 W. Oak Valley Parkway
Beaumont, CA 92223

Phone: (916) 859-4813
Email: charles.torretta@georgehills.com

RE: Our Client: Laureen Shinsky
Date of Loss: 08/02/2024

CLAIM FOR DAMAGES

Dear Board of Directors,

Please be advised that the above-mentioned client has retained our office for the injuries she sustained as the result of Beaumont - Cherry Valley Recreation & Park District's negligence. Below are the items your office, through third party administrator George Hills, requested to open a property damage and bodily injury claim.

- **Your client's name and address:** Our client's name is Laureen L. Shinsky (hereinafter referred to as "Ms. Shinsky") and she may be reached through counsel.
- **Address where you'd like to receive notices:** MOET Law Group, 18818 Teller Ave., Suite 250, Irvine CA 92612.
- **Date, location, and circumstances surrounding your client's claim:** On 08/02/2024, our client, Ms. Shinsky, was in the parking lot of Noble Creek Regional Park in Beaumont, CA when a tree within the premises of the park suddenly fell and struck the hood and windshield of her 2020 Toyota Camry.
- **A general description of your client's injuries, damages, etc:** Our client is actively treating at this time, therefore the full extent of injury is unknown. In regard to property damage on the 2020 Toyota Camry, please see attached property damage estimates.
- **The name of the employee causing the injury, if known:** Unknown.
- **The dollar amount claimed and how that number is calculated, if asking for less than \$10,000:** claim is over \$10,000.00.



- If you're asking for more than \$10,000 indicate whether your lawsuit will be a limited case (under \$25,000 and not asking for non-monetary relief) or an unlimited case (over \$25,000 or asking for non-monetary relief): This is an unlimited case, over \$25,000.00.

Sincerely,
MOET Law Group, APC

Nima Etemadian, Esq.
Attorney of Law
nima@moetlaw.com
(949) 617-2101



October 22, 2024

Moet Law Group
Nima Etemadian, mEsq.
18818 Teller Ave, Suite 250
Irvine, CA 92612

Dear Ms. Etemadian:

Your notice of your client sustaining certain damages or injury has been received. However before we can act, a formal claim must be submitted as required by the Government Code 910 and 9102. If you wish to file a claim against the District, your claim can simply be in the form of a letter to the Board of Directors of the **Beaumont-Cherry Valley Recreation & Park District** and must include:

- Your client's name and address
- Address where you'd like to receive notices
- Date, location, and circumstances surrounding your client's claim
- A general description of your client's injuries, damages, etc.
- The name of the employee causing the injury, if known
- The dollar amount claimed and how that number was calculated, if asking for less than \$10,000.
- If you're asking for more than \$10,000, indicate whether your lawsuit will be a limited case (under \$25,000 and **not** asking for non-monetary relief) or an unlimited case (over \$25,000, or asking for non-monetary relief).

This letter is not intended to imply acceptance, lateness, insufficiency, or denial of a claim.

Should you have further reason to contact the District concerning this matter, please telephone me at (916) 859-4813 or my email charles.torretta@georgehills.com.

Sincerely,
George Hills Company, Inc.

A handwritten signature in blue ink, appearing to read 'Charles A. Torretta', is written over the typed name.

Charles A. Torretta, SCLA, MCSA
Claims Administrator
Sacramento Office

GEICO GENERAL INSURANCE COMPANY

California

Request a Supplement:

CCC Facility: Use CCC Estimate Share

Non-CCC Facility: partners.geico.com

PO Box 509060

San Diego, CA 92150

Claim #:

0624477640101028-01

Workfile ID:

53727df0

Estimate of Record

Written By: JOSEPH ISSA, 8/12/2024 9:37:03 AM

Adjuster: Issa, Joseph, (760) 224-1519 Business

Insured:	Jermaine Ross	Owner Policy #:	4535749354	Claim #:	0624477640101028-01
Type of Loss:	Comprehensive	Date of Loss:	08/02/2024 05:30 PM	Days to Repair:	1
Point of Impact:	28 Glass	Deductible:	500.00		

Owner (Insured):

Jermaine Ross
36655 Albatross St
Beaumont, CA 92223-8125
(909) 631-6180 Evening
(909) 631-6180 Cellular

Inspection Location:

Wind'n Sea Towing
350 W Mapes Rd Suite B
Perris, CA 92570-9316
Field
(951) 657-0040 Day

Appraiser Information:

(760) 224-1519

Repair Facility:

Owner's Choice

VEHICLE

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

VIN:	4T1G11AK7LU866269	Production Date:	09/2019	Interior Color:	Black
License:	8pel063	Odometer:	UNK	Exterior Color:	Super White
State:	CA	Condition:			

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera

Intelligent Cruise

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Rear Side Impact Air Bags

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Rear Spoiler

Xenon or L.E.D. Headlamps

California Emissions

Estimate of Record

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WINDSHIELD					
2	**	Subl <u>Non OEM Windshield, w/o blue shade w/o head-up display plus kit</u>	FW04792GTY	1	411.36 T		
		NOTE: PARTS: Part has related components that cannot be reused/reinstalled; side dam, lower dam, upper molding, lower molding.					
3	*	Subl <u>Windshield, w/o blue shade w/o head-up display Labor</u>		1	132.00 X		
4		VEHICLE DIAGNOSTICS					
5	#	Rpr Pre-repair scan				0.3 M	
		NOTE: TO DETERMINE WHY NO POWER TO VEHICLE. ALSO LANE KEEP ASSIST CAMERA NEEDS CALIBRATION OEM POSITION STATEMENT As the industry continues to ask if pre- and post-repair system scanning is necessary, Toyota/Lexus/Scion provides their answer. Per the July 2021 Toyota CRIB 191: "Repairers should perform a "Health Check" diagnostic scan since a capable scan tool is the only way to identify and document DTCs. It is necessary for repairers perform a "Health Check" diagnostic scan before and after every repair if a vehicle has sustained damage as a result of a collision." In addition: "Toyota, Lexus, and Scion vehicle electrical systems are designed to control and communicate with engine, drivetrain, body electrical, navigation, audio, handling and safety systems." Components from these various systems can be damaged in a collision and may not necessarily cause a MIL. The Toyota CRIB also states that the pre-repair system scan will help to identify DTCs that will need to be taken care of to help ensure the systems operate correctly. Always refer to Toyota/Lexus service information for the most up-to-date CRIB information.					
6	#	Rpr Post-repair scan				0.6 M	
		NOTE: TO ENSURE THAT LANE KEEP ASSIST CAMERA IS FUNCTIONING AFTER WINDSHIELD REPAIRS OEM POSITION STATEMENT As the industry continues to ask if pre- and post-repair system scanning is necessary, Toyota/Lexus/Scion provides their answer. Per the July 2021 Toyota CRIB 191: "Repairers should perform a "Health Check" diagnostic scan since a capable scan tool is the only way to identify and document DTCs. It is necessary for repairers perform a "Health Check" diagnostic scan before and after every repair if a vehicle has sustained damage as a result of a collision." In addition: "Toyota, Lexus, and Scion vehicle electrical systems are designed to control and communicate with engine, drivetrain, body electrical, navigation, audio, handling and safety systems." Components from these various systems can be damaged in a collision and may not necessarily cause a MIL. The Toyota CRIB also states that the pre-repair system scan will help to identify DTCs that will need to be taken care of to help ensure the systems operate correctly. Always refer to Toyota/Lexus service information for the most up-to-date CRIB information.					
7		MISCELLANEOUS OPERATIONS					
8	#	Agreement Reached		1			
SUBTOTALS					543.36	0.9	0.0

NOTES

Prior Damage Notes:

Estimate of Record

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

ft bumper - scuffs rt side
 rear bumper - scuffs lt side
 ft lt door - dings
 hood - ding

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			411.36
Mechanical Labor	0:9 hrs @	\$ 100.00 /hr	90.00
Miscellaneous			132.00
Subtotal			633.36
Sales Tax	\$ 411.36 @	6.0000 %	24.68
County Tax	\$ 411.36 @	1.2500 %	5.14
Other Tax 1	\$ 411.36 @	0.5000 %	2.06
Total Cost of Repairs			665.24
Deductible			500.00
Total Adjustments			500.00
Net Cost of Repairs			165.24

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

*****IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:**

******OWNER LIMITED GUARANTEE****** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

Estimate of Record

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

This pricing is based on NAGS list part price and includes labor and kit pricing established by GEICO. When dealer or net priced parts are required, a parts pricing agreement should be reached in advance of service. Please call the GEICO Glass Administrator at 1-888-800-4527 (GLAS), to arrange for the work to be completed.

Estimate of Record

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8527, CCC Data Date 08/01/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

2020 TOYO Camry SE Automatic 4D SED 4-2.5L Gasoline Port/Direct Injection Super White

WE WARRANT THAT ALL PARTS USED IN THE REPAIR OF THIS VEHICLE ARE EQUAL TO THE ORIGINAL EQUIPMENT MANUFACTURER PARTS IN TERMS OF KIND, QUALITY, SAFETY, FIT AND PERFORMANCE. THIS PARTS AND LABOR WARRANTY WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS WARRANTY COVERS THE COST ASSOCIATED WITH RETURNING THE PART AND THE COST TO REMOVE AND REPLACE THE NON-ORIGINAL EQUIPMENT MANUFACTURER PART WITH A COMPLIANT NON-ORIGINAL EQUIPMENT PART OR AN ORIGINAL EQUIPMENT MANUFACTURER PART. THIS WARRANTY DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS WARRANTY IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, YOU MUST CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

If a customer subsequently chooses a repair shop, GEICO shall prepare a supplement using the prevailing rate in the Geographic Area of the customer's chosen shop. This is not an authorization to repair. The undersigned repair facility is in agreement to the estimate prepared by GEICO in the amount of \$_____. No supplements will be honored by GEICO without prior approval.

Signed: _____

Print Name: _____

Date: _____

We are required under sect 2695.7(b) of the Unfair Claims Settlement Practices Regulations to provide the following notice: If you believe that your claim has been wrongfully denied or rejected, you also have the right to have the California Department of Insurance review this matter. The Department of Insurance is located at 300 South Spring Street, Los Angeles, CA 90013, telephone number (800) 927-4357.

As part of the estimating process, GEICO may elect to inspect or re-inspect the vehicle in person, after photos have been received.



4T1G11AK7LU866269

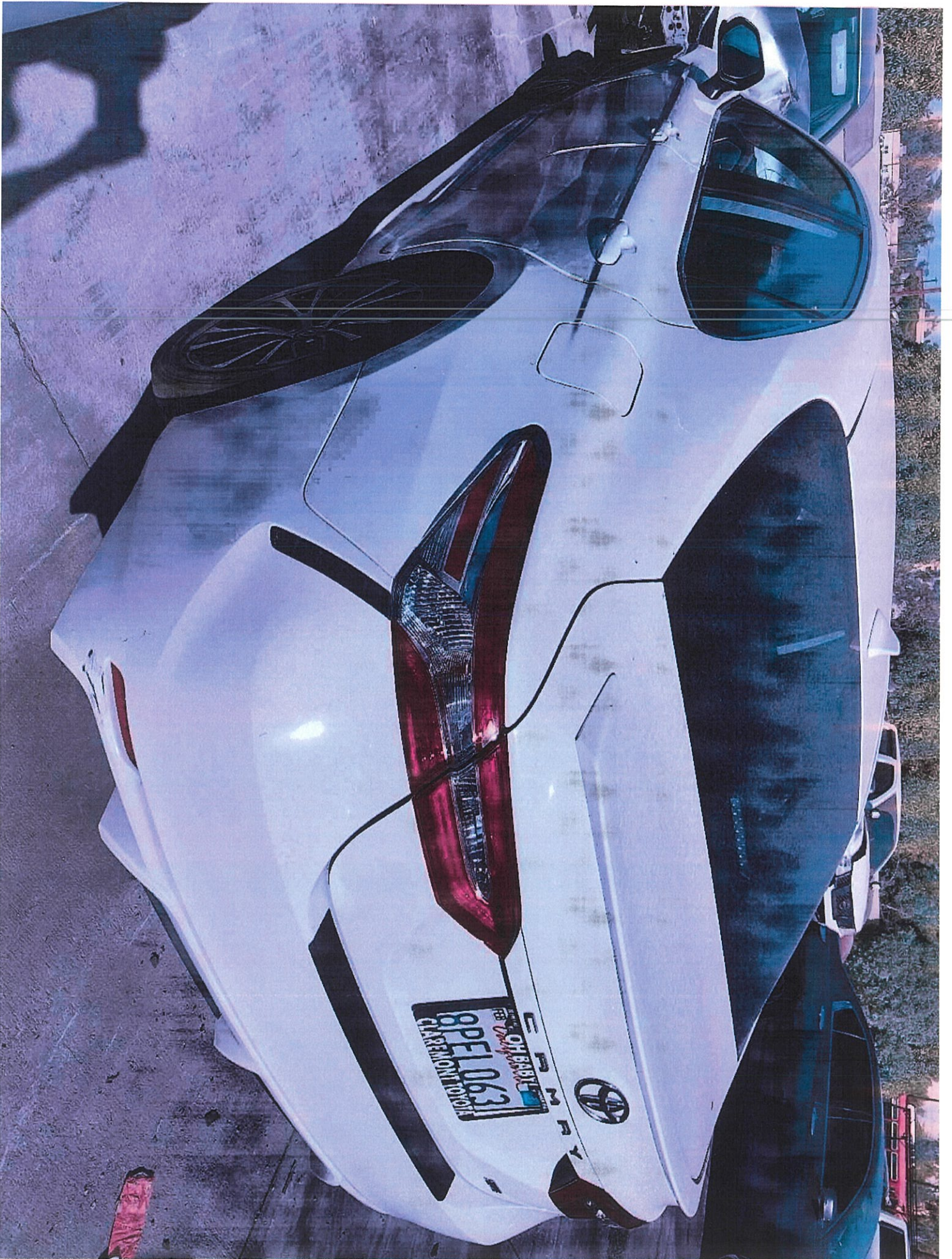
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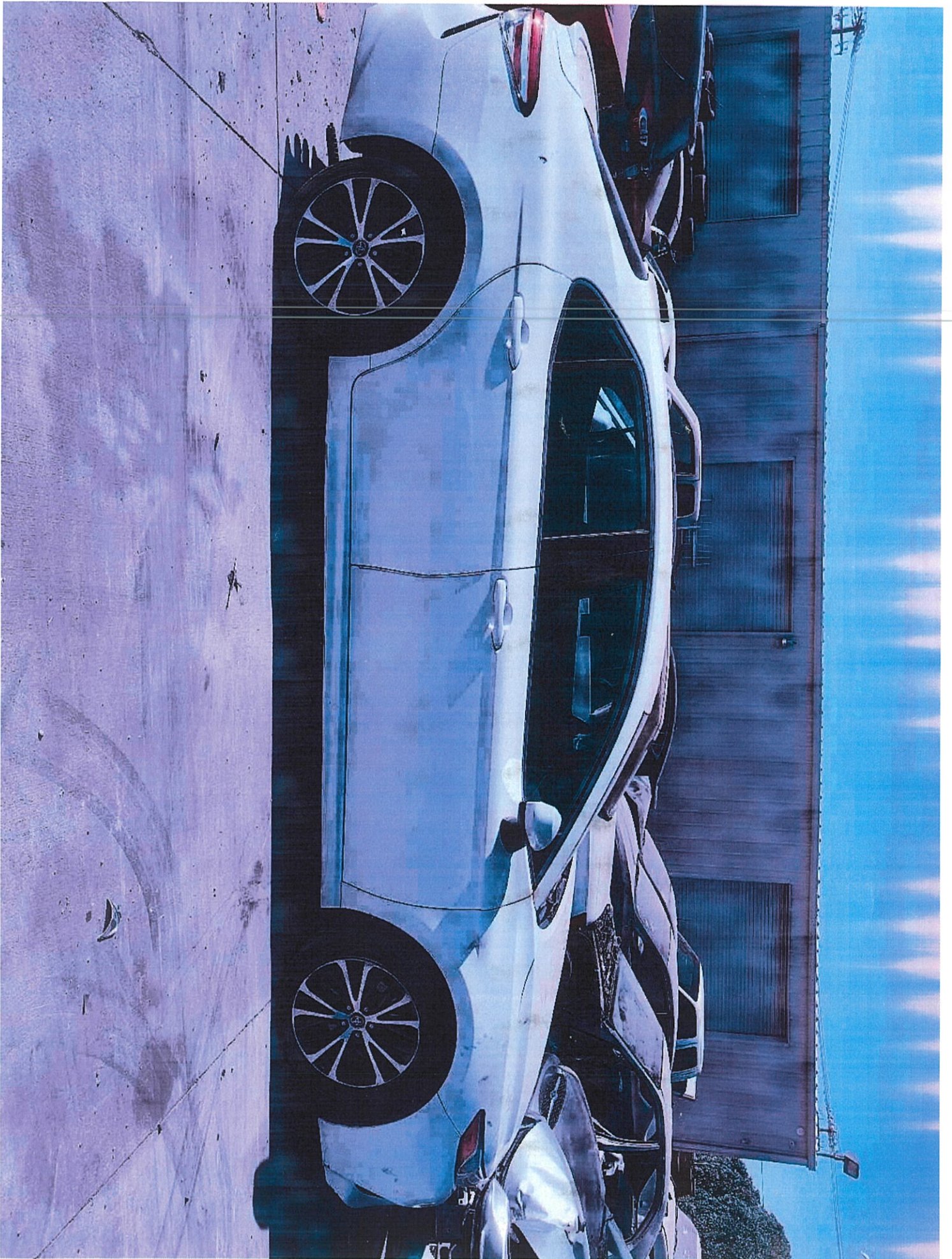




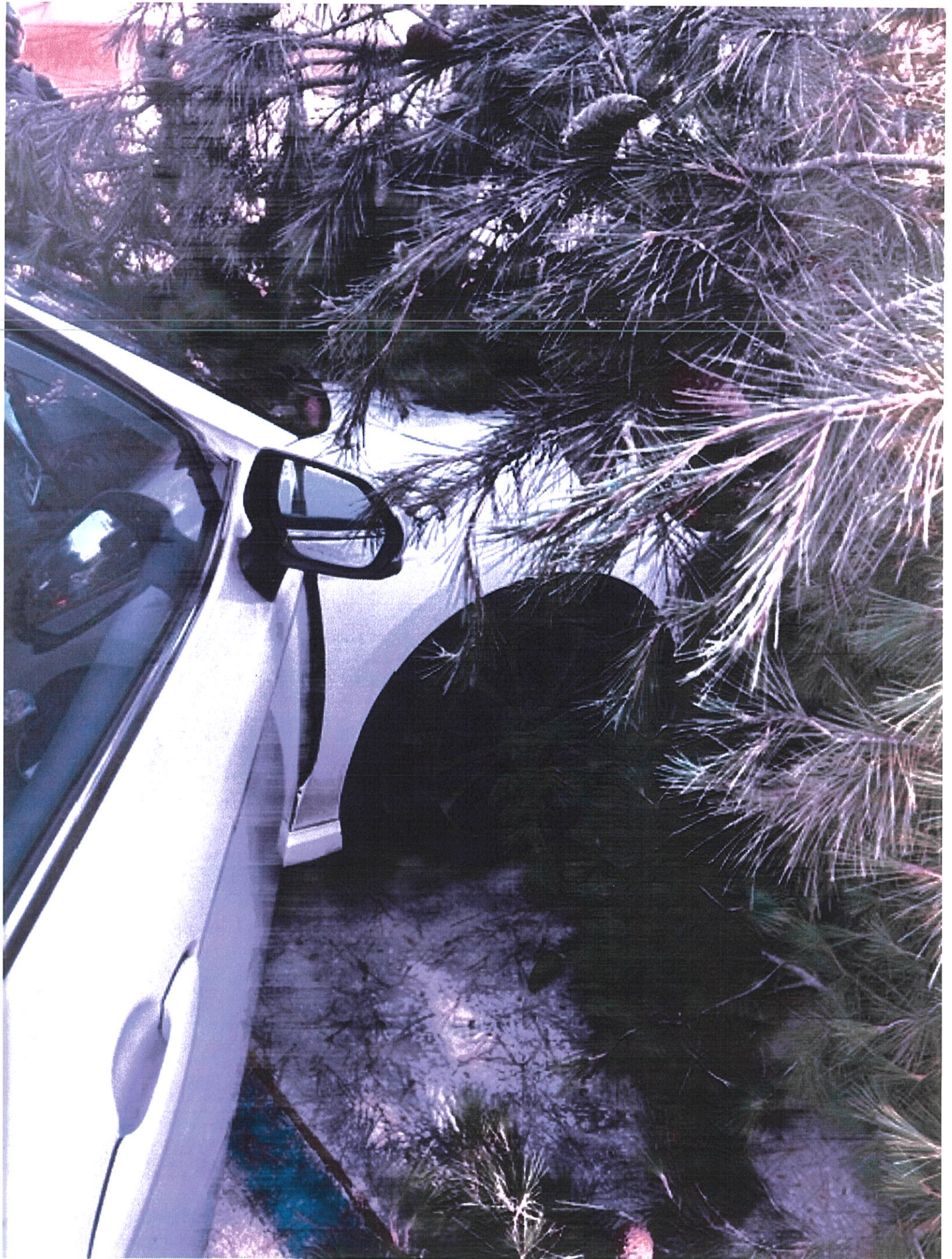
















455 Old Newport Blvd.
Ste 101
Newport Beach, CA 92663
Phone: 949-933-7012
Fax: 949-387-3380

MEDICAL SERVICE LIEN

RE: Authorization Agreement to Pay Physician Fees

Patient name: Vinicius Soares dos Santos
Date of incident/accident: August 28 12024

On behalf of myself, and successors, I do hereby agree to pay for and authorize the above doctor to furnish you, my attorney, with full report(s) and statements of his examination, diagnosis, treatment, prognosis, etc., of myself in regard to the incident in which I was involved.

I hereby authorize and direct you, my attorney, to pay directly to said Doctor such sums as may be due and owing him for medical service(s), report(s), treatments and services rendered me both by reason of this incident and by reason of any other bills that are due his office and to withhold such sums from any settlement, judgment, or verdict as may be necessary to adequately pay for and protect said doctor for all of the medical expense I have, or will, incur.

I fully understand that I am directly and personally responsible to said Doctor for payment of all medical bills represented by any statements that are submitted to me for any services rendered. I acknowledge further that this agreement is made solely for said Doctor's additional protection in the event that there remains a balance due on any such statements for any services rendered, at the time of any settlements, judgment, award, or verdict. I direct that in the event said balance due exists, that the Doctor shall be paid said full balance, without any offset or deduction, at the time of settlement, judgment, or verdict. I further understand that payment for medical services rendered by said Doctor is not contingent upon any settlement, judgment, or verdict by which I may eventually recover payments previously made to said Doctor.

I further understand that this lien does not, in any way, constitute an agreement that the above Doctor will wait for payment of his charges until settlement, award, or any legal action arising from the injuries sustained on the above date. I further understand and agree that in the event of suit on my statement with the Doctor's office, the prevailing party shall pay for attorney's fees and cost. I further understand that during the period of time that a balance remains outstanding and due said Doctor, that commercially reasonable interest shall accrue on my statement balance of one percent a month until the entire sum is paid in full. I acknowledge having read and having a copy of the above.

[Signature]
Patient signature:

10/30/24
Date:

The undersigned being attorney of record for the above patient does hereby agree that this document serves as valid medical lien and agrees to observe all the terms of the above. The undersigned further agrees to abide by the ethical standards of the State Bar Rules and to first withhold such sums from any settlements, judgment award, or verdict as may be necessary to adequately protect and pay said doctor above named for all the patient's medical expenses.

Attorney name:

Date:

Attorney signature: