



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2024 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB, INC. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2024 and December 31, 2024 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on January 13th, February 10th, February 11th, March 9th, April 13th, May 11th, June 8th, July 13th, August 10th, September 14th, October 12th, November 9th, and December 14th from 12 PM to 5 PM for REGULAR MEETINGS AND SPECIAL EVENTS.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2023 ARE NOT GUARANTEED.
 - ii. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. BEAUMONT WOMAN’S CLUB, INC. is permitted to host MEETINGS AND EVENTS.



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



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- 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. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.
 - iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.



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- 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. BEAUMONT WOMAN’S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN’S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN’S CLUB, INC. will remove all trash to the outside trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN’S CLUB, INC. and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN’S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign BEAUMONT WOMAN’S CLUB, INC. to another facility if the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN’S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN’S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN’S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. BEAUMONT WOMAN’S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.
- XVII. BEAUMONT WOMAN’S CLUB, INC. shall not make any changes to lock(s) on District property.



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- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.
- XIX. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIII. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXIV. FORCE MAJEURE
- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BEAUMONT WOMAN'S CLUB, INC. waives any right of recovery against BCVRPD and BEAUMONT WOMAN'S CLUB, INC. shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.



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

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

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

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

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

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence: General Aggregate is (4,000,000.00).
2. *Sexual Abuse or Molestation (SAM) Liability:* If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and



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maintain a policy covering Sexual abuse and Molestation with a limit no less than (1,000,000.00) per occurrence or claim.

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



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



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2. BEAUMONT WOMAN'S CLUB, INC. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** BEAUMONT WOMAN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xiii. **Reporting of Claims:** BEAUMONT WOMAN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.
- XXVI. 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.
- XXVII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against 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



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indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. BEAUMONT WOMAN’S CLUB, INC.
PO Box 532
Beaumont CA 92223

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

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

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

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

XXXV. 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



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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, 2024 and December 31, 2024 for MEETINGS AND EVENTS.
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Now, therefore, it is agreed by and between the parties as follows:

TERMS

- I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on the SECONUD THURSDAY OF EACH MONTH FOR REGULAR MEETINGS FROM 5:30 PM to 9:30 PM JANUARY – DECEMBER (in Historical Society Museum). THE THIRD THURSDAY JANUARY – DECEMBER IS USED FOR BOARD MEETINGS FROM 6:00 PM to 8:30 PM. The following dates - January 6th, February 3rd, March 2nd, April 6th, May 4th, June 1st, July 6th, August 3rd, September 7th, October 5th, November 2nd, December 7th 2024 from 9:30 AM till 3:00 PM (the museum is open to the public)
- 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 2024 ARE NOT GUARANTEED.
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- any other property of the District for any other reason through the District office at regular rental prices.
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- XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. SAN GORGONIO PASS HISTORICAL SOCIETY shall not duplicate any keys. If a key is lost or stolen SAN GORGONIO PASS HISTORICAL SOCIETY shall immediately report the loss to BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations.
- XVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any SAN GORGONIO PASS HISTORICAL SOCIETY volunteers or Board members entering the building for business.
- XIX. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.
- XXII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.



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- 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 cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXIV. FORCE MAJEURE
- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. SAN GORGONIO PASS HISTORICAL SOCIETY waives any right of recovery against BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.
- XXV. SAN GORGONIO PASS HISTORICAL SOCIETY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: SAN GORGONIO PASS HISTORICAL SOCIETY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by SAN GORGONIO PASS HISTORICAL SOCIETY, its agents, representatives, employees, or subcontractors. SAN GORGONIO PASS HISTORICAL SOCIETY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,



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3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:
1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence: General Aggregate is (\$4,000,000.00)
 2. *Sexual Abuse or Molestation (SAM) Liability:* If the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less that (\$1,000,000.00) per occurrence or claim.
 3. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 4. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or SAN GORGONIO PASS HISTORICAL SOCIETY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:



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



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volunteers for losses paid under the terms of the insurance policy which arise from work performed by SAN GORGONIO PASS HISTORICAL SOCIETY.

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



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insurance and endorsements effecting coverage required by the agreement on forms.

- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** SAN GORGONIO PASS HISTORICAL SOCIETY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by SAN GORGONIO PASS HISTORICAL SOCIETY in connection with this agreement.

XXVI. 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.

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



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- XXVIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney’s fees and costs of such litigation.
- XXIX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXI. All notices pertaining to this agreement shall be in writing and addressed as follows:
 - i. Beaumont-Cherry Valley Recreation and Park District
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.
- XXXII. This agreement is to be affective on January 1, 2024 and end on December 31, 2024. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XXXIII. The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.
- XXXIV. The recitals above are true and correct and are incorporated here by this reference.
- XXXV. 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



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2024 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHERRY VALLEY HORSEMEN’S ASSOCIATION, INC. (“CVHA”). BCVRPD and CVHA may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, CVHA desires to utilize BCVRPD facilities between January 1, 2024 and December 31, 2026 for HORSE SHOWS AND MEETINGS.
3. Whereas, CVHA represents that it has the skill, ability and personnel to operate such SHOWS AND MEETINGS.

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

TERMS

- I. BCVRPD shall authorize CVHA rental of the ETI BUILDING/HORSE ARENA, FOR GYMKHANA EVENTS, FEBRUARY 10TH, MARCH 9TH, APRIL 13TH, MAY 11TH, JUNE 8TH, JUNE 29TH, JULY 13TH, FROM 7AM-4PM, AND A RAIN MAKE UP OF AUGUST 31ST IF NEEDED.
 - i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY, FACILITY USAGE, AND MEETING DATES FOR 2024 THROUGH 2026 ARE NOT GUARANTEED.
 - ii. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. In the case there are ROOM CAPACITY restrictions, CVHA shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.



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- III. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Athletic Facilities Coordinator or General Manager of the District.
 - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for CVHA use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.
 - iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of CVHA will be charged \$5.00 parking fee.
- IV. BCVRPD will give notice to CVHA if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
 - i. CVHA shall comply with all federal, state, and local laws and regulations related to the use of the facility and public gatherings.
 - ii. CVHA agrees to abide by all applicable federal, state, and local accessibility standards and regulations.
 - iii. CVHA further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke CVHA right to use of the facility under this agreement should CVHA fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CVHA chooses to store in or around the facility.
 - i. CVHA must get prior approval for any stored items on the district property.
 - ii. CVHA will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items.
 - iii. CVHA will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. CVHA will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition CVHA gives



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permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of CVHA.

- i. Refrigerator must be in working order.
- VII. CVHA, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. \$160.00 in 2024, \$180.00 in 2025, and \$200.00 in 2026.
 - iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to melody92223@gmail.com.
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash for all returned checks. This fee is required in order to restore contract.
- IX. CVHA agrees to abide by their newly submitted policy and procedure document submitted to BCVRPD.
- X. CVHA shall during scheduled use perform set-up and take-down of all chairs, tables, equipment and be responsible for the general cleanliness of the building after use.
 - i. CVHA shall not permit gatherings beyond that of HORSE EVENTS before or after arena use.
 - ii. CVHA agrees to CDC Guidelines and shall clean restroom facilities and shared all used surfaces in the ETI BUILDING each hour of use with CDC approved COVID-19 viral cleaning products.
 - iii. Cleanliness of the ETI Building/Horse Arena shall be the responsibility of CVHA during and after all facility use.
 - iv. CVHA will remove all trash to the trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CVHA and must meet all City/County/State legal standards.



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- XII. BCVRPD is routinely doing upgrades to our facilities. During this time CVHA could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign CVHA to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CVHA shall not duplicate any keys. If a key is lost or stolen CVHA shall immediately report the loss to BCVRPD. CVHA will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. CVHA will provide the District a list of anyone that has been issued keys and for what location.
- XVII. CVHA shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
 - i. CVHA will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any CVHA members, volunteers and/or patrons entering the building.
- XIX. CVHA will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. CVHA shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. CVHA members, volunteers, and/or patrons shall not address staff. Any questions or concerns contact the Athletic Facilities Coordinator.
- XXII. CVHA members, volunteers, and/or patrons shall not enter BCVRPD MAINTENANCE YARD for any reason.
- XXIII. FORCE MAJEURE
Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CVHA waives any right of recovery against BCVRPD and CVHA shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.



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- XXIV. CVHA will be responsible for any damage to the facility caused by CVHA members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to CVHA.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. CVHA members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. CVHA members, volunteers, and patrons agree to cooperate fully with all other facility users and district representatives in a professional and courteous manner at all times.
- XXVII. CVHA will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of CVHA. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Regional Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. CVHA shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** CVHA shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CVHA, its agents, representatives, employees, or subcontractors. CVHA shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:



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1. *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance**: CVHA shall maintain limits no less than:
1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore the CGL (Commercial General Liability is (\$2,000,000.00) per occurrence: General Aggregate is (\$4,000,000.00).
 2. *Sports Organizations*: if the use includes athletic activities the CVHA shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participants Accident Insurance. Minimum Coverage (\$2,000,000.00) per occurrence and (\$4,000,000.00) in General Aggregate.
 3. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than (\$1,000,000.00) per occurrence or claim.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CVHA shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:



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1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CVHA; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CVHA insurance and shall not be called upon to contribute with it in anyway.
- v. **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.
- vi. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- vii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CVHA shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. CVHA shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.



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- viii. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - ix. **Verification of Coverage:** CVHA shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - x. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xi. **Reporting of Claims:** CVHA shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CVHA in connection with this agreement.
- XXX. CVHA shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CVHA use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXI. CVHA shall defend, with counsel of its choosing and at CVHA own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CVHA shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CVHA shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.



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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. CHERRY VALLEY HORSEMEN’S ASSOCIATION, INC.
c/o Melody Flores
40356 High St.
Cherry Valley, CA 92223

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

XXXVI. This agreement is to be affective on January 1, 2024 and end on December 31, 2026. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

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

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

Mickey Valdivia, General Manager, BCVRPD

Melody Flores, President (CVHA)

Date

Date



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

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

RECITALS

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

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

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK REGIONAL PARK, on REGULAR OPERATING HOURS: OPEN MONDAY – FRIDAY 7AM -10PM AND 7AM-10PM SATURDAY AND SUNDAY to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK. SPECIAL EVENT DATES INCLUDE JANUARY 14th and 20th, FEBRUARY 3rd and 24th, MARCH 23rd and 30th, APRIL 6th and 27th, MAY 23rd, JUNE 9th and 22nd, JULY 6th and 27th, JULY 29th, AUGUST 24th, SEPTEMBER 7th and 28th, OCTOBER 19th, NOVEMBER 9th and 30th, DECEMBER 14th and 28th, 2024. If the second Sunday of each month is available Andrew Trotter will get use of the facility for special events approved by the Athletic Facilities Coordinator.
- II. Building/facility availability and ALL EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2024 ARE NOT GUARANTEED.



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



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



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- ii. (\$400.00 Per Month), THUNDER ALLEY RC RACEWAY will be charged per month the difference in the meter readings at \$1.31 for water and .53 for Electricity (KWH).
 - iii. Payable within (10) days after, the Executive Assistant has invoiced for the month and emails (racethunderalley@gmail.com).
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- VIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- IX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be limited to gatherings of 10 total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated; at any given time for each practice, race, or event.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the THUNDER ALLEY RC RACEWAY with CDC approved COVID-19 viral cleaning products.
 - iv. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.



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



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

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



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terrorism, regulation of any public authority, and other causes beyond their control. The ANDREW TROTTER, THUNDER ALLEY RC RACEWAY waives any right of recovery against BCVRPD and the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY) shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.

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



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

XXXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.

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

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

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

ii. **Minimum Limits of Insurance:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit



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shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence: General Aggregate is (\$4,000,000.00).

2. *Sport Organizations*: If the use includes athletic activities, the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participants Accident Insurance. Minimum coverage (\$2,000,000.00) per occurrence and (\$4,000,000.00) in general aggregate.
 3. *Sexual Abuse or Molestation (SAM) Liability*: IF the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less that (\$1,000,000.00) per occurrence or claim.
 4. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 5. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office



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Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

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



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



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



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- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in connection with this agreement.

- XXXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXIV. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS



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

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

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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY
c/o Andrew Trotter
3622 Genevieve Street
San Bernardino Ca 92405

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

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



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

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

Mickey Valdivia, General Manager, BCVRPD

Andrew Trotter, Owner, (Thunder Alley RC Raceway)

Date

Date



FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2024 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CATCH A STAR THEATRICAL PLAYERS (“CAST”). BCVRPD and “CAST” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6TH STREET BEAUMONT, CA, 92223 AND FRANCO GARDENS located at 390 W. Oak Valley Parkway.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between January 1, 2024 and December 31, 2024 for THEATRICAL PRODUCTIONS.
3. Whereas, CATCH A STAR THEATRICAL PLAYERS represents that it has the skill, ability and personnel to STAGE such PRODUCTIONS.

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

TERMS

- I. BCVRPD shall authorize CATCH A STAR THEATRICAL PLAYERS rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on SEE ATTACHED 2024 DATE REQUESTS for AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP.
- II. CATCH A STAR THEATRICAL PLAYERS must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- III. Building availability and ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY AND ALL AUDITIONS, REHEARSALS, PERFORMANCES, AND YOUTH SUMMER CAMP FOR 2024 ARE NOT GUARANTEED.



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- ii. CATCH A STAR THEATRICAL PLAYERS is permitted to host MEETINGS, EVENTS, AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP. In the case there are ROOM CAPACITY restrictions CATCH A STAR THEATRICAL PLAYERS shall assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- IV. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
- V. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- VI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
 - i. CATCH A STAR THEATRICAL PLAYERS shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. CATCH A STAR THEATRICAL PLAYERS agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. CATCH A STAR THEATRICAL PLAYERS further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke CATCH A STAR THEATRICAL PLAYERS right to use of the facility under this agreement should CATCH A STAR THEATRICAL PLAYERS fail to comply with any provision of this section.
- VII. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CATCH A STAR THEATRICAL PLAYERS chooses to store in or around the facility.
 - i. CATCH A STAR THEATRICAL PLAYERS must get prior approval for any stored items on the district property.



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- ii. CATCH A STAR THEATRICAL PLAYERS will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
- iii. CATCH A STAR THEATRICAL PLAYERS will provide a set of keys or combinations to the District to anything stored on the district property.

CATCH A STAR THEATRICAL PLAYERS will not move the grand piano belonging to the Woman's Club

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

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

- i. The following fees are good through the dates of this agreement
- ii. (\$75.00 Per Performance day) Fee will increase (\$7.50) in 2025 and 2026.
- iii. \$16.00 per Auditions/Rehearsal/Set building day. Fee will increase (\$2.00) in 2025 and 2026.
- iv. 25% Compensation per student, for Youth Summer Camp. If there are less than (10) CATCH A STAR THEATRICAL PLAYERS participants, both parties agree to cancel the camp.
- v. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (castplayers00@gmail.com and rjmeinhold35@gmail.com).
- vi. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
- vii. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.

X. CATCH A STAR THEATRICAL PLAYERS shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.



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- i. If CATCH A STAR THEATRICAL PLAYERS Requires additional help from BCVRPD with set up or tear down of Performance equipment, chairs, or tables there will be a fee of \$50.00 per hour
 - ii. Cleanliness of the halls and bathrooms shall be the responsibility of CATCH A STAR THEATRICAL PLAYERS during and after all facility use.
 - iii. CATCH A STAR THEATRICAL PLAYERS will remove all trash to the outside trash containers after each use.
 - iv. CAST, Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degrees for air conditioning. If the Thermostat is set outside of these settings by CAST Board Members, Members, Staff, or Volunteers; CAST will have to pay for damages for the air conditioner/heater.
 - v. CATCH A STAR THEATRICAL PLAYERS shall not permit gatherings beyond that of AUDITIONS AND REHEARSALS, PERFORMANCES, & YOUTH SUMMER CAMP before or after building use.
 - vi. CATCH A STAR THEATRICAL PLAYERS agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CATCH A STAR THEATRICAL PLAYERS and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time CATCH A STAR THEATRICAL PLAYERS could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CATCH A STAR THEATRICAL PLAYERS shall not duplicate any keys. If a key is lost or stolen CATCH A STAR THEATRICAL PLAYERS shall immediately report the loss to BCVRPD. CATCH A STAR



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THEATRICAL PLAYERS will be charged the cost for the re-keying of the building and for manufacture of new keys.

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



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- XXIV. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXV. CATCH A STAR THEATRICAL PLAYERS agrees to hire and pay for security guards at any performance where alcohol is present and/or served. The number of security guards shall be no less than (1) per (50) people in attendance. CAST will secure all applicable licenses associated with selling alcohol.
- XXVI. CATCH A STAR THEATRICAL PLAYERS shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: CATCH A STAR THEATRICAL PLAYERS shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CATCH A STAR THEATRICAL PLAYERS, its agents, representatives, employees, or subcontractors. CATCH A STAR THEATRICAL PLAYERS shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
- i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. **Minimum Limits of Insurance:** NAME OF USER shall maintain limits no less than:



1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit; Therefore the CGL (Commercial General Liability) is (\$2,000,000.00) per occurrence; General Aggregate is (\$4,000,000.00).
 2. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors, and the (CGL) policy referenced above is not 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 (\$1,000,000.00) per occurrence or claim.
 3. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 4. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CATCH A STAR THEATRICAL PLAYERS shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CATCH A STAR THEATRICAL PLAYERS; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees,



agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the CATCH A STAR THEATRICAL PLAYERS scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CATCH A STAR THEATRICAL PLAYERS insurance and shall not be called upon to contribute with it in any way.

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



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

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



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- xiii. **Reporting of Claims:** CATCH A STAR THEATRICAL PLAYERS shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CATCH A STAR THEATRICAL PLAYERS in connection with this agreement.
- XXVII. CATCH A STAR THEATRICAL PLAYERS shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CATCH A STAR THEATRICAL PLAYERS use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXVIII. CATCH A STAR THEATRICAL PLAYERS shall defend, with counsel of its choosing and at CATCH A STAR THEATRICAL PLAYERS own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CATCH A STAR THEATRICAL PLAYERS shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CATCH A STAR THEATRICAL PLAYERS shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIX. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXI. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District



Beaumont-Cherry Valley Recreation and Park District

390 W Oak Valley Parkway
Beaumont CA 92223

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

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

- XXXIII. This agreement is to be affective on January 1, 2024 and end on December 31, 2024. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XXXIV. 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.
- XXXV. The recitals above are true and correct and are incorporated herein by this reference.
- XXXVI. 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

Richard J. Meinhold, Managing Director
(CAST Players)

Date

Date

Noah Valdivia

From: Richard Meinhold <rjmeinhold35@gmail.com>
Sent: Monday, November 13, 2023 8:50 AM
To: Noah Valdivia
Subject: CAST Players Request for Rehearsal and Performance Dates 2024

Rehearsals:

Mon thru Thursday, Jan 22-25, 6:30 to 10 pm

Mon thru Thursday, Jan 29-February 1, 6:30 to 10 pm

Mon thru Thursday, Feb 5- 8, 6:30 to 10 pm

Sat, Feb 10, 8 am to 5 pm (set building)

Mon thru Thursday, Feb 12-15, 6:30 to 10 pm

Mon thru Thursday, Feb 19-22, 6:30 to 10 pm

Mon thru Friday, Feb 26-Mar 1, 6:30 to 10 pm

Wednesday, Mar 6, 6:30 to 10 pm

Performances:

Sunday, Mar 3, 11 am to 6 pm

Saturday, Mar 9, 12 to 11 pm

Sunday, Mar 10, 11 am to 6 pm

Saturday, Mar 16, 12 to 11 pm

Sunday, Mar 17, 11 am to 7:30 pm

Rehearsals:

Mon thru Thursday, Mar 25-28, 6:30 to 10 pm

Mon thru Thursday, Apr 1-4, 6:30 to 10 pm

Mon thru Thursday, Apr 8-11, 6:30 to 10 pm

Saturday & Sunday, Apr 13,14, 8 am to 5 pm (set building)

Mon thru Thursday, Apr 15-18, 6:30 to 10 pm

Mon thru Thursday, Apr 22-25, 6:30 to 10 pm

Mon thru Friday, Apr 29-May 3, 6:30 to 10 pm

Wednesday, May 8, 6:30 to 10 pm

Performances:

Sunday, May 5, 11 am to 6 pm

Saturday, May 11, 12-11 pm

Sunday, May 12, 11 am to 6 pm

Saturday, May 18, 12 to 11 pm

Sunday, May 19, 11 am to 7:30 pm

Rehearsals:

Mon thru Thursday, Jun 24-27, 6:30 to 9:30 pm

Mon thru Thursday, July 1-4, 6:30 to 9:30 pm

Mon thru Thursday, July 8-11, 6:30 to 9:30 pm

Sat & Sunday, July 13 & 14, 8 am to 5 pm (set building)

Mon thru Thursday, July 15-18, 6:30 to 9:30 pm

Mon thru Thursday, Jul 22-25, 6:30 to 9:30 pm

Mon thru Friday, Jul 29-Aug 2, 6:30 to 9:30 pm

Wednesday, Aug 7, 6:30 to 9:30 pm

Performances:

Saturday, Aug 3, 11 am to 6 pm

Sunday, Aug 4, 11 am to 6 pm

Friday, Aug 9, 5 to 11 pm

Saturday, Aug 10, 11 am to 6 pm

Sunday, Aug 11, 11 am to 7:30 pm

Rehearsals:

Mon thru Thursday, Sept 2-5, 6:30 to 9:30 pm

Mon thru Thursday, Sept 9-12, 6:30 to 9:30 pm

Mon thru Thursday, Sept 16-19, 6:30 to 9:30 pm

Saturday & Sunday, Sept 21 & 22, 8 am to 5 pm (set building)

Mon thru Thursday, Sept 23-26, 6:30 to 9:30 pm

Mon thru Thursday, Sept 30-Oct 3, 6:30 to 9:30 pm

Mon thru Friday, Oct 7-11, 6:30 to 9:30 pm

Wednesday, Oct 16, 6:30 to 9:30 pm

Performances:

Sunday, Oct 13, 11 am to 6 pm

Saturday, Oct 19, 12 to 11 pm

Sunday, Oct 20, 11 am to 6 pm

Saturday, Oct 26, 12 to 11 pm

Sunday, Oct 27, 11 am to 7:30 pm

Rehearsals:

Mon thru Thursday, Nov 4-7, 6:30 to 9:30 pm

Mon thru Thursday, Nov 11-14, 6:30 to 9:30 pm

Mon thru Thursday, Nov 18-21, 6:30 to 9:30 pm

Mon & Tuesday, Nov 25 & 26, 6:30 to 9:30 pm

Saturday & Sunday, Nov 30 & Dec 1, 8 am to 5 pm (set building)

Mon thru Thursday, Dec 2-5, 6:30 to 9:30 pm

Mon thru Friday, Dec 9-13, 6:30 to 9:30 pm

Performances:

Saturday, Dec 14, 11 to 6 pm

Sunday, Dec 15, 11 am to 6 pm

Saturday, Dec 21, 11 am to 6 pm

Sunday, Dec 22, 11 am to 7:30 pm



Department Report

Agenda Item No. 4

To Board of Directors

From: Damon Valdivia

Date: December 13, 2023

Subject: November 2023

Report:

Winterfest 2023 – For the second consecutive year, we were proud to host Winterfest in the Noble Creek Meadow. This event was possible due to the hard work of all office staff and warm donation from our sponsors Grand American Builders and Masonry & Concrete Design.

We were proud to feature many performances from surrounding schools and organizations that included: Mt. View Middle School Choir, Three Rings Ranch Choir, BHS Dance Team, Dance Spectrum, and Incentive AGT. Also, we would like to extend a thank you to our volunteers from Beaumont AVID and Riverside County YAC orchestrated by the office of County Supervisor Yxstian Gutierrez, who was kind enough to attend Friday night and speak to the crowd, along with our Board of Directors.

This year's Winterfest was proud to feature 40 craft vendors and 13 food vendors to pair greatly with our winter themed snow hill and hayride which are public favorites. For the first time, the District was proud to partner with a local vendor, Booze Crew, to serve Christmas Cocktails.

Based on social media data, Winterfest was our most interacted with event. Our Facebook post showed 670 people say they were interested is 275 more than Oktoberfest. The Instagram post we shared of the event reached nearly 6,000 accounts, 3,900 of which do not actively follow our Instagram page.

These numbers showcase where the drive to advertise to people to attend our events is successful. Our marketing expert Jessica Warrick is creatively finding inexpensive but strategic and intentional post placement that provides information to groups throughout the local communities. We have also seen a positive payoff of having two billboard placements on the 10 Freeway, which is another area we will look to expand as we move towards events in 2024.

District Past Events:

- Winterfest - 12/1 & 12/2

Community/Networking:

- USA Softball Northern California – 11/4 & 11/5

Respectfully Submitted,

Damon Valdivia
Activities Coordinator



Department Report

Agenda Item No. 4

To: Board of Directors:
From: Ryann Flores, Human Resources Assistant/Clerk of the Board
Date: December 13, 2023
Subject: November 2023

Reporting:

- AB 1825 requires all staff and Board members to complete the Sexual Harassment Avoidance Training.
 - As of today, (67%) of staff have completed the training due to new hires.
 - As of today, (71%) of the Board have completed the training.
- This year's Winterfest was a great success. I have listed key points:
 - The petting zoo was a great addition, and the meadow was decorated nicely.
 - Although we had high hopes for the decorating contests (campground and hayride), we were grateful and thrilled with the participants we had. Our winners were the adult softball team – Noble Creeps, community member – Sandy Chatigny, and campers – David and Cynthia Durkin.
 - The vendors were all happy with the event and are looking forward to future events.
 - Grand American Builders and Masonry Concrete & Design donated kid's bikes to be raffled off.
 - I appreciate our vendors, entertainment, staff, Board, and volunteers for their contribution to this event as it would not be possible without everyone's effort.
- The holiday party was held this past Friday and had a great turnout.

Training:

- I have attended the following conference:
 - Board Secretary/Clerk Conference – November 6 – 8, 2023 in Monterey
- I am now certified as a Registered Beverage Server for our future events.

Community/Networking:

- December 1 & 2, 2023 – 30th Annual Winterfest

Upcoming Events:

- December 20, 2023 – Banning Sunrise Breakfast at Farm's House Restaurant (CANCELLED)
- December 25 & 26, 2023 – Christmas Eve and Christmas Day Observed (Office Closed)
- December 29, 2023 – New Year's Eve Observed (Office Closed)

Respectfully Submitted,

Ryann Flores

Human Resources Assistant/Clerk of the Board



Department Report

Agenda Item No. 4

To: Board of Directors
From: Noah Valdivia – Athletic Facilities Coordinator
Date: December 13th, 2023
Subject: November 2023

Report:

- Our adult summer slow-pitch softball seasons are wrapping up for the year and we expect to resume in January 2024.
- The Noble Creek ball fields were used on November 4th for the annual Lions Club adult slow-pitch softball tournament fundraiser. The proceeds are used for local scholarships, “Deann’s Pass Kids,” and other great organizations throughout the community.
- Our ball fields were also the host for Glen View High School and Highland Academy Charter Schools games with teams throughout the pass area throughout the month of November.
- Triple Crown Softball hosted a 1-day showcase on November 19th. Teams came from all over the country and were very impressed with our facility.
- Beaumont Youth Baseball/Softball finished their fall season in mid-November and are excited to start up again in January for the spring season.
- The ball fields are now being used by many local travel baseball and softball teams for practices during the week.
- Our facilities were extraordinarily busy throughout the month of November, hosting a variety of events. (Weddings, Birthday Parties, and Celebrations of Life)
- Staff successfully completed all our Winter Wish gift purchases and turned them into the Beaumont Chamber of Commerce. We had 2 families with a total of 18 tags (9 kids).

Other:

- We finalized our contract with our new cleaning service for our buildings (Noble Creek Community Center, Grange Hall, and Woman’s Club). Clean by Design will begin services in December.

Community/Networking:

- Good Morning Beaumont Breakfast – November 9, 2023
- Calimesa Chamber Breakfast – November 14, 2023
- Banning Chamber Breakfast – November 15, 2023

Respectfully Submitted,

Noah Valdivia
Athletic Facilities Coordinator



Department Report

Agenda Item No. 4

To: Board of Directors
From: Aaron Morris, Maintenance Assistant Superintendent
Date: December 13th, 2023
Subject: November 2023

Report:

Good evening, Board,

One staff change was made to the Maintenance Department. Tom Lara has been onboarded as a Special Projects Associate to assist with landscape design projects as well as some minor Maintenance needs such as mowing or irrigation audits. Here are a few items that the Maintenance Department has been working on:

Other:

- Staff assisted with the set up and tear down of the Park District's 30th Annual Winterfest event.
- I am currently reapplying for our Restricted Materials Permit with the County Agricultural Commissioner of Riverside to keep us compliant.
- Staff were able to assist in putting together a last-minute tournament for Triple Crown on the 19th of November.
- I have started training staff in more advanced duties such as heavy equipment operation as well as training new staff on mowing.
- I have started working with Tom Lara on redesigning our landscapes for the Grange Hall and the Franco Gardens to revitalize our venues for next year.

Community/Networking:

- Meet the City Manager of Calimesa to continue discussion on potential operations of Summerwind Park. (November 11th)

Respectfully Submitted,

Aaron Morris
Assistant Maintenance Superintendent



Department Report

Agenda Item No. 4

To: Board of Directors
From: Deidre Chatigny, Human Resources Administrator
Date: December 13, 2023
Subject: November 2023 Department Update

Administrative:

1. Snack Bar Upgrades – update
 - a. Staff is researching potential options and developing a Cost/Benefit Analysis to present to the Board:
 - i. Install a 750-gallon grease interceptor
 - ii. Install a 2-gallon grease trap inside the Snack Bar
 - iii. Purchase a commercial air fryer to replace grease-producing appliances
 - iv. Take no action
 - b. Staff has included Beaumont Youth Baseball/Softball in upgrade discussions
2. Beaumont Woman's Club Façade Improvement application has been submitted and Staff will schedule an inspection with the City of Beaumont in January.
3. CPSHR Audit Summary – there is an opportunity for the District to evaluate and improve policies and procedures to increase compliance with merit system principles.

Employees:

1. We have 33 employees; 2 new (part-time) hires – Tom Lara and Sally Goodman, both Special Projects Associates; 1 resignation – Nick Hughes after over 8 years of service; and 1 retirement – James Hughes after nearly 18 years of service.
2. November 2023 – employee handbook and policy manual updates

Workers Compensation – Cases/Incidents/Accidents

No open cases. It has been 683 days since our last employee accident.

Community/Networking:

I assisted in setup for the 30th Annual Winterfest and attended the event both Friday and Saturday night.

I attended the Good Morning Beaumont Breakfast on 12/8.

I attended the City of Beaumont Blizzard Bash and participated in the light parade on 12/9.

Respectfully Submitted,

Deidre Chatigny
Human Resources Administrator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Board of Directors
From: Nancy Law, Executive Assistant
Date: December 13th, 2023
Subject: November 2023

Report:

The Finance Committee met Monday, December 11th, 2023, to review November 2023 Financial Reports for Fiscal Year 2023-2024.

Property Tax Disbursement – The Executive Assistant has not received deposits for November 2023 as of 12/8/2023.

The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for November 2023 bringing our Reserve balance to \$112,187.13 and transferred into the Money Market account \$7,500.00 monthly contributions for November 2023 our balance to \$171,594.71.

Other:

- ❖ Submitted by mail Community Development Block Grant (CDBG) 2024-2025 on 11/16/2023.
- ❖ Mailed Sponsor Agreements for Community Development Block Grant (CDBG) 2023-2024 – \$82,231.00. – Bogart Regional Park Parking Lot Phase II on 11/13/2023.
- ❖ Attended Safety Committee Meeting on 11/2/2023.
- ❖ Attended Strategic Planning Workshop on 11/4/2023.
- ❖ Attended CAPRI Workshop “How to Score 100% on your District Visit” on 11/14/2023.
- ❖ Audit Site Visit for FY 22/23 and Year End Adjustments on 11/15/2023 & 11/20/2023.
- ❖ Attended Workshop “Artificial Intelligence (AI): Opportunities and risks for Districts” 11/15/2023.
- ❖ Met with California Parks Project Manager regarding Prop 68 Grant disbursements. On 11/16/2023.
- ❖ Met with Acorn Representative regarding Azure Migration.

Community/Networking:

- ❖ Beaumont Chamber Breakfast – November 9th, 2023.
- ❖ Beaumont Chamber Board Meeting – November 21st, 2023.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,


Nancy Law
Executive Assistant



Department Report

Agenda Item No. 4

To: Board of Directors
From: Mickey Valdivia – Assistant General Manager
Date: December 13, 2023
Subject: November 2023 Department Update

Report:

1. Personnel Committee did not meet in November (Chairman Hughes & Director Ward)
2. The AGM is working with the Cherry Festival Committee for 2024, seeking a 1-year contract in lieu of a MOU/multi-year deal.
 - a. Cherry Festival dates 5/30/2024 – 6/02/2024
 - b. Site walk on @ Noble Creek on 10/4/2023
 - c. Arranging a meeting with the City of Beaumont
3. City of Calimesa / Summerwind Park MOU, next monthly meeting on 10/11/2023
4. City of Beaumont
 - a. Grease Trap at Noble Creek Park snack bar / grant opportunity (Update)
 - b. 2024 Event Dates
5. Harmony Ranch (Update)
6. UCI (Unincorporated Communities Initiative) \$400K Grant / BB&K (update)

Other:

1. Regional Trail Committee – Bogart, Noble Creek, Brookside. (Update)
 - a. Beaumont Ave. Interchange
 - i. “Welcome to Cherry Valley” – Cherry Valley Chamber of Commerce
2. Shared use of our mobile stage – City of Beaumont

Community/Networking:

SGPWA – All of November meetings as posted.
SOM (Student of the Month) November – Chairman Hughes, Damon, Mickey Valdivia
Regional Chamber Breakfast – Calimesa, Beaumont, and Banning
Strategic Planning – HR Dynamics

Respectfully Submitted,


Mickey Valdivia
Assistant General Manager