



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, January 10, 2018
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

DISTRICT CLOSED SESSION – None

WORKSHOP SESSION: None

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

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

Roll Call:

Director Ward _____ Director Bartells _____ Treasurer Diercks _____
Vice Chair/Secretary Hughes _____ Chairman Flores _____

Presentations: None

Invocation:

Pledge of Allegiance:

Adjustments to Agenda: Government code sec 54954.5(b) (2) provides “upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a) “

- 1. PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a “Request to Speak Form” and give it to the clerk before the start of the meeting. There is a three (3) minute limit on public comments.
- 2. CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).
 - 2.1 Minutes of December 13, 2017
 - 2.2 Bank Balances December 2017
 - 2.3 Warrants for December 2017

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

- 3.1 Board Reorganization
- 3.2 Committee Assignments
- 3.3. Approval of the Facility Use License Agreements
 - 3.3.1 – CAST Players
 - 3.3.2 - Cherry Valley Horseman's Association
 - 3.3.3 – Church for Family
 - 3.3.4 – Historical Society
 - 3.3.5 – Table of Plenty
 - 3.3.6 – Taking of Pounds Sensibly
 - 3.3.7 – Thunder Alley Raceway
 - 3.3.8 – Woman's Club
 - 3.3.9 – Beaumont Youth Baseball

4. DEPARTMENT REPORTS:

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

5. CALENDAR OF EVENTS:

- 5.1 Committee Meetings
 - Collaborative Agency – First Wednesday Bi-Monthly, BCVWD @ 5:00 pm
 - Finance – 1st Thursday of Every Month 5:00 pm NCCC
 - Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
 - BCVRPD Board Meeting Schedule, NCCC
 - February 14, 2018
 - March 14, 2018
 - April 11, 2018
- 5.2. Upcoming Holidays
 - Monday, January 15, 2018 Martin Luther King Day
 - Monday, February 19, 2018 President's Day
- 5.3. Events
 - March 29, 2018 Welcome Home Vietnam Vets
 - March 31, 2018 Spring Fling

DIRECTORS MATTERS/COMMITTEE REPORTS

6. ADJOURNMENT:

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

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Beaumont-Cherry Valley Recreation and Park District and the foregoing agenda was posted at the District office and web site January 5, 2018


Janet Covington, Human Resources Administrator/Clerk of the Board



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, December 13, 2017**

MINUTES

DISTRICT CLOSED SESSION – None

WORKSHOP SESSION: None

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

REGULAR SESSION: Regular Session to Begin at 5:00pm
Regular session began at 5:04pm

Roll Call:

Director Ward X , arrived at 5:14pm Director Bartells attended via telephone X
Treasurer Diercks X Vice Chair/Secretary Hughes X
Chairman Flores X

Presentations: Introduction of David Alonzo, Part Time Maintenance Worker I
Introduction of Activities Coordinator, Amy Minjares

Invocation: The invocation was given by Chairman Flores

Pledge of Allegiance: The pledge of allegiance was led by Vice Chair/Secretary Hughes

Adjustments to Agenda: None

1. PUBLIC COMMENT:

Mr. Burke spoke regarding the dog park. He said the doggie bags are greatly appreciated as well as the shovel and rake. He stated there are some sprinkler issues and he has been filling in craters around the sprinkler heads and they might want to look at those. Everything else seems to be good.

2. CONSENT CALENDAR:

2.1 Minutes of November 8, 2017

2.2 Bank Balances November 2017

2.3 Warrants for November 2017

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

Initial Motion: Treasurer Diercks

Second: Chairman Flores
Result of Motion: Carried 4-0
Roll call Vote:
Director Ward: Absent
Director Bartells: Aye
Treasurer Diercks: Aye
Vice Chair/Secretary Hughes: Aye
Chairman Flores: Aye

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

3.1 Approval of the 2018 Holiday Schedule

Motion was made to accept item 3.1 as presented.

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 4-0

Roll call Vote:

Director Ward: Absent

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.2 Approval of the 2018 Calendar of Events as presented. Special meetings would be added if needed.

Motion was made to accept item 3.2.

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.3 Approval of the 2018 Board Meeting Dates

Motion was made to accept item 3.3.

Initial Motion: Treasurer Diercks

Second: Director Ward

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.4. Approval of the 2018 Parking Fee Collection Dates

Motion was made to accept item 3.4 as presented.

Initial Motion: Treasurer Diercks

Second: Director Bartells

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.5 Board Reorganization

Motion was made to continue the item at the January 2018 Board meeting.

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.6 Committee Assignments

Motion was made to continue the item at the January 2018 Board meeting.

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.7 Approval of the Facility Use License Agreements

Duane Burk stated he and Nancy Law worked on the agreements and would ask the board to approve with the authorization to make non substantial changes. Nancy Law said she reformatted all of the agreements with the exception of specific items pertaining to individual users.

Mr. Trotter of Thunder Alley Raceway spoke concerning the 2018 facility use license agreement. He was concerned the increase was 39.6% and is concerned if this increase was something he could expect every year. He also asked if he could extend his lease to two or three years. Vice Chair/Secretary Hughes referred him to work with the General Manager. He clarified for Director Ward he has about 4 practices a week and 1 to 2 events per month.

Donna Cervantes of God's Living Church spoke regarding her facility use license agreement. She stated she had concerns with the new agreement she received although staff indicated she was referring to items in her 2017 agreement and she had not been issued a new agreement. She had concerns of her Wednesday/Thursday meeting dates interfering with other users and being moved to Franco Gardens when someone else had an event. She stated they are being shoved and moved and being disorganized by the District.

Vice Chair/Secretary Hughes referred her to work with the General Manager. Chairman Flores stated he has not had time to review the agreements and wanted the item continued until the January 2018 meeting so the Directors can do their due-diligence and review them. Director Ward asked if legal counsel had reviewed the agreements and the General Manager assured her they were reviewed last year and there weren't any changes to the indemnity and insurances. Director Ward also asked if the Facility Ad-Hoc committee had reviewed the agreements and she asked when the facility users received them and did we meet with the users for review. Nancy stated the facility users were given the draft agreements on Tuesday and the facility ad-hoc had not reviewed them. Nancy responded they were given a notice of a 10% increase and provided a form in November asking for their requested dates. The users will be granted their January dates at last year's prices. Chris Diercks and John Flores will meet and review the Facility Use agreements with the Ad-Hoc committee and then provide a recommendation to the Board at the January Board meeting.

Motion was made to continue the item at the January 10, 2018 Board meeting.

Initial Motion: Treasurer Diercks

Second: Director Ward

Result of Motion: Carried 4-1

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: No

Chairman Flores: Aye

3.8 Approval of Revised Job Descriptions

3.8.1 Part Time Receptionist

Motion was made to accept item 3.8.1.

Initial Motion: Vice Chair/Secretary Hughes

Second: Director Ward

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.8.2 Activities Coordinator

Motion was made to accept item 3.8.2.

Initial Motion: Vice Chair/Secretary Hughes

Second: Director Ward

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

3.9 Audit Update (file & review)

The General Manager provided a background of the audit procedure with the new audit company. He stated it is taking longer than expected by the auditors. Our audit will not be completed on time. Director Bartells said we are working with the new firm and they do things differently and he has been in regular contact with the auditors. He strongly recommends approval of 3.9. and said there will be a financial increase for their extra work that will be brought to the finance committee but the amount is unknown at this time.

Motion was made to accept item 3.9.

Initial Motion: Vice Chair/Secretary Hughes

Second: Treasurer Diercks

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

Janet reported we have one new hire, Amy Minjares the new activities coordinator starting January 8th. We have a total of 32 employees. Safety compliance completed "Respirator" training on November 2, 2017. Nancy Law and Janet Covington attended a webinar with CAPRI on "Property Claims". There is one pending accident claim; Flores 8/5/2016. The annual holiday party is Friday, December 15, 2017 starting at 4:30pm. Chairman Flores commented a good job on the hiring of Amy Minjares.

Financial Services Technician/Office Manager: Nancy Law

Nancy reported the finance committee met on Tuesday, December 12, 2017 to review the November 2017 Financial reports. She reported she received property tax disbursement in October totaling \$26,734.67. She said she transferred \$3000.00 into the reserve fund bringing the balance to \$197,082.16. Nancy said she is currently working on the CDBG Bid package and did a walk thru with CAPRI.

Athletic Coordinator: Dodie Carlson

Dodie reported fall ball is over and the winter season will start the 3rd week of January. The canned food drive will provide about 85 bags for Winterwish. The District hosted "Toys for Tots" and collected 5 big bags of toys that will give to the fire department for their Toys for Tots program.

She also reported they provided gifts for a winter wish family of 5 boys and 3 boys from another family with the proceeds from the Oktoberfest and Spooky spectacular adult ball tournaments. The balance of \$231.00 will go to BCVRPIC. She also reported staff has been working on field maintenance and field holes.

Maintenance Foreman: Frank Flores

Frank provided a slide show of the men's restroom renovations by field 6. He said Winterfest was nice. The ice rink and hay ride was full. The fertilization and seeding of the ball fields has been completed and they also added the Grange, Dog Park and ETI turf to their winter renovation project. There was 2" main line break by field 1 restrooms that was repaired. He sprayed the weeds on the warning tracks and all of the infields. He wished

everyone a Merry Christmas and a Happy New Year on behalf of all of the maintenance crew.

General Manager: Duane Burk

Duane reported he primarily has been working on issues with the City of Beaumont and should be adopting a fee in January. He said prior to 1996 Quimby allowed pre developed pads to no longer pay a fee to the park district. He is working on adopting and changing that fee so that all will pay a fee. He is working with the City Manager regarding Regional parks. Duane has been working with the water District regarding Bogart park and he is working with the County about a feasibility study regarding taking over Bogart Park. He will bring that to the Board in 2018. The Yucaipa Chamber has invited the Directors to their holiday party and they are having their Installation dinner on January 5th. The City of Beaumont will have a meeting on Prop 218 regarding raising rates over the next 5 years which is an impact to us. He met with Edison regarding an easement. Duane wished all a Merry Christmas and looks forward to 2018 and thanked all the staff for their dedication and devotion to the District and he thanked the Directors and staff for all their support.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, BCVWD @ 5:00 pm
- Finance – 1st Thursday of Every Month 5:00 pm NCCC
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
- BCVRPD Board Meeting Schedule, NCCC

January 10, 2018

February 14, 2018

March 14, 2018

5.2. Upcoming Holidays

Friday, December 22, 2017 Christmas Eve, Observed

Monday, December 25, 2017 Christmas Day

Friday, December 29, 2017 New Year's Eve, Observed

Monday, January 1, 2018 New Year's Day

5.3. Events

Staff Holiday Party, Friday December 15, 2017

4:30pm Noble Creek Community Center, 6:30pm Riley's Farm.

DIRECTORS MATTERS/COMMITTEE REPORTS

Director Ward: Denise said she attended the Winterfest and the staff worked hard and did a great job but she was not a fan of the ice rink and didn't feel the event was not well attended on Saturday. She will attend the Collaborative Agency meeting on Jan 3. She thanked the staff for a job well done and wished everyone a Merry Christmas and a happy, healthy New Year.

Director Bartells: Bruce thanked all the staff for working with the auditors. He said Merry Christmas to the staff and Board and said he would not be attending the holiday party on Friday as he cannot travel.

Treasurer Diercks: Chris thanked the staff and said things are moving great. He said happy holiday to all.

Vice Chair/Secretary Hughes: Dan said he attended the Winterfest on Friday and agreed with Denise on the ice rink because he heard complaints. He probably will not attend the holiday party on Friday because he is having surgery. He wants everyone to understand the Board works pretty good together but that doesn't mean they always agree. He said the directors and staff have to be on their toes and ready to react to a lot of things that are happening and he expressed the board needs to be more involved with things going on and work together. He said things are coming together collaboratively. He also said the Board needs to pay attention to what is going on in the ad-hoc meetings. He wished everyone a good Christmas and happy New Year.

Chairman Flores: John said staff did a fabulous job on Winterfest without an activities coordinator. He heard comments on the skating rink and the snow hill He said he will bring ideas for improvement to the facilities ad-hoc committee. He said congratulations on a great year. John said he would like to be updated at least twice a week on what Best, Best and Krieger is doing for us to further our direction and to let legal counsel know he is not happy. John also said he did not do a good job reviewing the facility use license agreements last year but he will review them this year. He expects bigger and better next year and looks forward to next year and the District is flourishing. We wished Merry Christmas to all and congratulations on a great year. He wished good luck to Vice Chair/Secretary Hughes on his surgery and prayers for the surgeon's hands. He wished Bruce a speedy recovery.

6. ADJOURNMENT:

Motion was made to adjourn the meeting at 6:44pm

Beaumont Cherry Valley Recreation Park District
Bank Account Balances
As of 12/31/2017

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 4,376.15	\$ 159,483.12	\$ 176,468.13	\$ 21,361.16	
2 Bank of Hemet - Payroll Account	\$ 2,238.23	\$ 48,741.32	\$ 50,000.00	\$ 3,496.91	PR Thru 12/29/2017
3 Bank of Hemet - Project Account	\$ 61,201.27	\$ 18,507.88	\$ 15,108.94	\$ 57,802.33	
4 Bank of Hemet MM	\$ 30,923.56	\$ 50,000.00	\$ 54,327.18	\$ 35,250.74	
5 Bank of Hemet - Reserve Fund	\$ 197,082.16		\$ 3,020.13	\$ 200,102.29	
6 Bank of Hemet - Quimby Account	\$ 7,354.75		\$ 0.76	\$ 7,355.51	
7 Petty Cash	\$ 513.34			\$ 513.34	
8 Riverside County Fund	\$ 578,797.13	\$ 150,000.00		\$ 428,797.13	FY 17/18 Tax Distributions
	\$ 882,486.59	\$ 426,732.32	\$ 298,925.14	\$ 754,679.41	
14 Bank of Hemet - Money Market	Balance	Payables	Deposits	Revised	Notes/Comments
15 All	\$ (29,075.44)	\$ 50,000.00	\$ 50,001.18	\$ (29,074.26)	
16 NCM Tract# 29267	\$ 6,565.00			\$ 6,565.00	
17 Verizon Wireless Cell Tower	\$ 35,841.00		\$ 4,326.00	\$ 40,167.00	
18 BCVRPD/BYB Joint Project Fund	\$ 17,593.00			\$ 17,593.00	
20 Total	\$ 30,923.56	\$ 50,000.00	\$ 54,327.18	\$ 35,250.74	
22 Bank of Hemet - Project Account	Balance	Payables	Deposits	Revised	Notes/Comments
23 All	\$ (46,546.81)	\$ 12,651.60		\$ (59,198.41)	
24 Fac Use/Bldgs	\$ 27,778.10	\$ 340.00	\$ 5,391.43	\$ 32,829.53	
25 Equestrian Arena	\$ 1,907.48			\$ 1,907.48	
26 Field Rentals (BCVRPD)	\$ 20,041.67		\$ 234.50	\$ 20,276.17	
27 Adult Softball	\$ 27,690.41	\$ 840.00	\$ 65.00	\$ 26,915.41	
28 Tournaments	\$ 103,512.39	\$ 114.40		\$ 103,397.99	
29 Special Events	\$ (9,870.28)	\$ 2,890.51	\$ 5,468.01	\$ (7,292.78)	
30 RV	\$ 49,752.43	\$ 194.70	\$ 2,900.00	\$ 52,457.73	
31 Field & Equipment Maintenance (Parking \$)	\$ (50,066.69)	\$ 1,047.92		\$ (51,114.61)	
32 Banner Sales	\$ 21,525.00	\$ 428.75	\$ 1,050.00	\$ 22,146.25	
33 Lights Field #7	\$ (57,702.26)			\$ (57,702.26)	
34 Master Plan/ Nexus Study	\$ (26,820.17)			\$ (26,820.17)	
35 #4 - Rock Retaining Wall	\$ -			\$ -	
37 TOTAL PROJECT ACCOUNT	\$ 61,201.27	\$ 18,507.88	\$ 15,108.94	\$ 57,802.33	
39 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
40 Operating Reserve	\$ 135,000.00			\$ 135,000.00	NOT to be USED
41 Capital Reserve	\$ 121,645.19		\$ 3,020.13	\$ 65,102.29	Min Balance of \$50,000
54 TOTAL RESERVE ACCOUNT	\$ 197,082.16	\$ -	\$ 3,020.13	\$ 200,102.29	\$ 15,102.29

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2017**

Type	Date	Num	Name	Memo	Amount
Bank of Hemet - Operating					
Check	12/02/2017	DC12022017	Wal-Mart	Winterfest - Craft Table Supplies	-78.15
Check	12/02/2017	DC12022018	Wal-Mart	Winterfest - Supplies	-77.29
Check	12/02/2017	DC12022019	Smart & Final	Winterfest - Craft Table & Table Covers	-60.19
Check	12/02/2017	DC12022020	Michaels	Winterfest - Craft Table	-89.32
Check	12/04/2017	Fee	Global Pay	Credit Card Machine - \$ Sales	-242.44
Bill Pmt -Check	12/06/2017	MCCJCN6XJM	Chevron	Monthly Gas Charges	-831.13
Check	12/06/2017	DC12062017	Sams	Winter Wish Items	-135.39
Check	12/06/2017	DC12062018	Marshalls	Winter Wish Family Items	-171.25
Check	12/06/2017	DC12062019	Wal-Mart	Winter Wish Family Items	-91.87
Check	12/06/2017	DC12062020	TSC Tractor Supply Co	Winter Wish Family Items	-46.26
Bill Pmt -Check	12/07/2017	121207	Slugg Bugg Pest Control	Bi-Monthly Pest Control	-350.00
Check	12/07/2017	JC12072019	NFL Shop	Gift: Law, Nancy Directors Choice & GM	-67.81
Check	12/08/2017	NL12082017	Nextiva	New Phone Systems	-1,037.46
Check	12/10/2017	JC12102018	Stater Bros	Gifts: Aldrich, Walls, Garrison & Law	-300.00
Check	12/11/2017	JC1212018	Target	Staff Holiday Party - Table Decorations	-28.65
Check	12/12/2017	RF1212019	Dollar Tree Store	Staff Holiday Party - Plates/Napkins	-5.39
Check	12/12/2017	RF1212020	Hobby Lobby	Staff Holiday Party - Table Decorations	-64.60
Check	12/12/2017	RF1212021	Marshalls	Staff Holiday Party - Table Decorations	-77.54
Check	12/12/2017	RF1212022	Stater Bros	Staff Holiday Party - Drinks	-33.75
Check	12/12/2017	RF1212023	Stater Bros	Staff Holiday Party - Drinks	-112.63
Check	12/13/2017	JC12132017	Dollar Tree Store	Holiday Party Decorations/Supplies	-45.46
Check	12/14/2017	JC12142017	Stater Bros	Employee of the Year Present	-100.00
Check	12/15/2017	121208	Mayra Castro	Refundable Security Deposit - Wedding - 12/9/2017	-400.00
Check	12/15/2017	121209	Suzanne Birchard	Refundable Security Deposit - Party - 12/8/2017	-500.00
Check	12/15/2017	121210	Renee Ortiz	Refundable Security Deposit - Retirement Party - 12/9/2017	-500.00
Check	12/15/2017	121211	Darrell Goedhart	Refundable Security Deposit - Small Tournament	-250.00
Check	12/15/2017	121212	Frank Flores	Refundable Deposit - Baby Shower - 12/2/2017	-75.00
Check	12/15/2017	121213	Ryann Flores	Mileage Reimbursement - 53.7(miles) @ .535	-28.73
Check	12/15/2017	121214	Alyssa R Fulmaono	Mileage Reimbursement - 86.4(miles) @ .535	-46.22
Check	12/15/2017	121215	Chris Diercks.	Director Fees - Nov/Dec 2017	-400.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2017**

Type	Date	Num	Name	Memo	Amount
Bill Prnt -Check	12/15/2017	121216	TBLA Landscape Architecture	Progress Drawings for NCCC Restroom ADA Upgrades	-3,994.11
Bill Prnt -Check	12/15/2017	121220	Acom Technology Services	Monthly IT Service, Computer Screen Flores, Frank	-1,878.69
Bill Prnt -Check	12/15/2017	121221	Apex Urgent Care, Inc.	Employee Medical Exam	-85.00
Bill Prnt -Check	12/15/2017	121222	Awards & Specialties	Year Award name plaques	-10.88
Bill Prnt -Check	12/15/2017	121223	BDL Alarms, Inc.	Monthly Alarm Service	-448.00
Bill Prnt -Check	12/15/2017	121224	BCVWD 8-005	Utilities - Water (Grange)	-435.86
Bill Prnt -Check	12/15/2017	121225	BCVWD 8-006	Utilities - Water (Grange) Fire	-51.82
Bill Prnt -Check	12/15/2017	121226	Beaumont Unique Flowers	John & Dawnielle DeLongchamp Flowers	-62.95
Bill Prnt -Check	12/15/2017	121227	Best Best & Krieger	Legal Fees - Development Impact Fees/Bogart	-5,375.90
Bill Prnt -Check	12/15/2017	121228	Blue Shield	Employee - Dental Insurance	-354.20
Bill Prnt -Check	12/15/2017	121229	Chris Taylor's Plumbing	Repair Men's & Woman's Restroom Fields	-765.60
Bill Prnt -Check	12/15/2017	121230	CleanTech Environmental Inc.	(5) 55 gal Drum Paint Waste	-1,771.31
Bill Prnt -Check	12/15/2017	121231	CPRS	Yearly Membership	-475.00
Bill Prnt -Check	12/15/2017	121232	CR&R 01467	Utilities - Trash - Grange	-136.46
Bill Prnt -Check	12/15/2017	121233	Department of Forestry	Maintenance of Tree's and grounds - 10/17/16 & 11/21/16	-457.24
Bill Prnt -Check	12/15/2017	121234	Department of Justice	Employee Fingerprinting	-32.00
Bill Prnt -Check	12/15/2017	121235	Diamond Environmental Services	(2) Monthly Field #7 Restroom	-226.88
Bill Prnt -Check	12/15/2017	121236	Ferrelgas	Utilities - Propane Snack Bar	-1,105.73
Bill Prnt -Check	12/15/2017	121237	Gitswold Industries	Repair to Back flow	-1,132.55
Bill Prnt -Check	12/15/2017	121238	Image Source	Monthly Printing Service	-128.01
Bill Prnt -Check	12/15/2017	121239	Jani-King of California, Inc	Monthly Janitorial Service	-1,257.52
Bill Prnt -Check	12/15/2017	121240	Land Engineering Consultants, Inc.	Survey, Map, Grading Plan, Expenses - Demolition Plan	-9,556.00
Bill Prnt -Check	12/15/2017	121241	M. Brey Electric, Inc.	Conduit Line Start	-430.00
Bill Prnt -Check	12/15/2017	121242	Memories Created by Darci Walls	(2) Qrtly Photograph Service	-486.00
Bill Prnt -Check	12/15/2017	121243	Napa Auto Parts	Floor Mat - Safety	-32.85
Bill Prnt -Check	12/15/2017	121244	Oak Valley Florist	John Hughes	-64.66
Bill Prnt -Check	12/15/2017	121245	Pacific Alarm Services	Monthly Tennis/Hockey Lights Service	-69.50
Bill Prnt -Check	12/15/2017	121246	Safety Compliance Company	Safety Meeting 11/22/17 - Topic: #00102 Respiratory	-250.00
Bill Prnt -Check	12/15/2017	121247	Singerlewak LLP	Monthly Billing thru 11/30/2017 Audit	-2,500.00
Bill Prnt -Check	12/15/2017	121248	SRS Electric	Metal Cover Replacement - (4) new GFIs, Loose Neutral wire in RV Pedestal causi	-545.00
Bill Prnt -Check	12/15/2017	121249	TLC Landscape Services, Inc.	Monthly Landscape Service	-820.00

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2017

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	12/15/2017	121250	Turf Star, Inc.	Monthly Equipment Services (2) September & October	-1,090.38
Bill Pmt -Check	12/15/2017	121251	UniFirst Corp	Weekly Uniforms and Janitorial Supplies	-1,616.74
Bill Pmt -Check	12/15/2017	121252	UNNUM	Employee Disability Insurance	-324.73
Bill Pmt -Check	12/15/2017	121253	Xerox Financial Services	Monthly Copier C60 Lease Payment	-1,118.14
Bill Pmt -Check	12/15/2017	87845-47	CalPERS	Employee Retirement	-3,272.26
Bill Pmt -Check	12/15/2017	87841-43	CalPERS	Employee Retirement	-3,363.77
Bill Pmt -Check	12/15/2017	987837	CALPERS-OPEB	Rate Plan 1357 Accrued Liability Actuarial 6/2015	-3,282.08
Bill Pmt -Check	12/15/2017	987839	CalPERS	Employee Health Insurance	-3,542.47
Bill Pmt -Check	12/15/2017	MFDTW9B1Q4	Chevron	Monthly Gas Charges	-1,207.43
Bill Pmt -Check	12/15/2017	E7342405	Colonial Life	Employee Life Insurance	-569.28
Bill Pmt -Check	12/15/2017	1017	Office Depot	Office Supplies	-44.14
Bill Pmt -Check	12/15/2017	45360831	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-609.16
Bill Pmt -Check	12/15/2017	35360931	SCE (0135)	Utilities - Electric (WC, Grange, Snack Bar, NCCC, Maint., Parking Lot, Well& Back lot)	-2,098.95
Bill Pmt -Check	12/15/2017	95360831	SCE (0195)	Utilities - Electric (Field #1 - #4)	-608.77
Bill Pmt -Check	12/15/2017	35360331	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-145.09
Bill Pmt -Check	12/15/2017	47360231	SCE (1947)	Utilities - Electric (Huges Trailer)	-92.02
Bill Pmt -Check	12/15/2017	62360931	SCE (2062)	Utilities - Electricity (RV Park)	-1,038.72
Bill Pmt -Check	12/15/2017	79360931	SCE (6179)	Utilities - Electric (General Electric & Thunder Alley)	-1,548.75
Bill Pmt -Check	12/15/2017	3609/109/69	The Gas Company	Utilities - Gas (Woman's Club, Grange, NCCC)	-285.94
Bill Pmt -Check	12/15/2017	720615299	Verizon Wireless	Monthly Wireless Phones	-487.13
Bill Pmt -Check	12/15/2017	E02005136	VSP-Vision Service Plan	Employee Vision Insurance	-53.55
Bill Pmt -Check	12/15/2017	69833546616	Waste Management of the IE	Utilities - Trash - Park, NCCC, Woman's Club	-1,337.31
Bill Pmt -Check	12/15/2017	143110-31	Frontier Communications	Monthly Phone & Internet	-799.05
Bill Pmt -Check	12/15/2017	121254	Frontier Communications	Monthly Phone & Internet	-483.32
General Journal	12/15/2017	965		Transfer to Project for Monthly Transfers	-34,136.02
General Journal	12/15/2017	966		Transfer to Reserve for Monthly Operating Reserve	-3,000.00
General Journal	12/15/2017	967		Transfer to Money Market for Monthly Verizon Tower	-2,163.00
Check	12/19/2017	NL12192017	Postmaster	Postal Annex - Federal Express Next Day TBLA	-61.89
Check	12/20/2017	121217	Bruce Bartells	Director Fees - September 2017 - December 2017	-600.00
Check	12/20/2017	121218	John Flores	Director Fees - November/December 2017	-400.00

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2017

Type	Date	Num	Name	Memo	Amount
Check	12/21/2017	121219	Tom Cunningham	Reimbursement for No Fault RV Repairs	-2,009.97
Check	12/21/2017	DB12212017	Frijoles	Business Meal - Duane Burk & Frank Flores - Verizon Conduit Review	-24.81
General Journal	12/23/2017	964		Transferred from Riverside Count Fund for Bills and Payroll	150,000.00
General Journal	12/26/2017	968		Transfer to Money Market for Future Bills and Payroll	-50,000.00
General Journal	12/26/2017	969		Transfer to Reserve for Monthly Operating Reserve	-3,000.00
General Journal	12/26/2017	970		Transfer to Money Market for Monthly Verizon Tower	-2,163.00
TOTAL					-17,764.12

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
December 2017

Type	Date	Num	Name	Memo	Amount
Bank of Hemet - Project Account					
Check	12/01/2017	3994	Jerome Robinson	Entertainment Winterfest 2017	-150.00
Check	12/05/2017	3995	Pete Gerlach	Umpire	-210.00
Check	12/05/2017	3996	Chris Neal	Umpire	-150.00
Check	12/05/2017	Fee	Global Pay	Credit Card Fees - Winterfest	-4.08
Bill Pmt -Check	12/06/2017	3997	BWW & Company	Repair of Men's Restroom Field	-12,651.60
Check	12/07/2017	3998	Mike Aldrich	Banner Sales November 2017	-428.75
Check	12/13/2017	3999	Pete Gerlach	Umpire	-180.00
Check	12/13/2017	4000	James Livingston	Umpire	-30.00
Check	12/13/2017	4001	Dennis Morehouse	Umpire	-90.00
Bill Pmt -Check	12/15/2017	4004	Action True Value Hardware	Decorations Winterfest 2017	-162.10
Bill Pmt -Check	12/15/2017	4005	Beaumont Copy & Graphics	Thank you Board Winterfest	-183.60
Bill Pmt -Check	12/15/2017	4006	Beaumont Home Center	Oktoberfest Supplies	-240.72
Bill Pmt -Check	12/15/2017	4007	Beaumont Safe & Lock	Locks RV Electrical Boxes	-194.70
Bill Pmt -Check	12/15/2017	4008	Cherry Valley Feed & Pet Supply	Hay Winterfest 2017	-44.00
Bill Pmt -Check	12/15/2017	4009	Elite Enforcement Security	Security Winterfest 2017	-688.00
Bill Pmt -Check	12/15/2017	4010	Fox Cineplex	Special Event Advertisement 2017	-100.00
Bill Pmt -Check	12/15/2017	4011	Lawn Tech	Repair Scags Lawn Mower	-49.40
Bill Pmt -Check	12/15/2017	4012	Record Gazette	Advertisement Winterfest 2017	-262.40
Bill Pmt -Check	12/15/2017	4013	Redlands Yucaipa Rentals	Light Tower Rental Winterfest 2017	-601.20
Bill Pmt -Check	12/15/2017	4014	Resource Building Materials	VOID: - Dbl Payment	0.00
Bill Pmt -Check	12/15/2017	4304438714	The Home Depot	Christmast Tree (NCCC) Lights & Heaters	-604.41
General Journal	12/15/2017	965		Transferred from Operating for Monthly Transfers	34,136.02
Check	12/20/2017	4002	Pete Gerlach	Umpire	-90.00
Check	12/20/2017	4003	Chris Neal	Umpire	-90.00
TOTAL					16,931.06

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Money Market
December 2017**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
Bank of Hemet - MM				
General Journal	12/13/2017	963	Transfer to Payroll for PR 12/15/17	-25,000.00
General Journal	12/15/2017	967	Transferred from Operating for Monthly Verizon Tower	2,163.00
General Journal	12/26/2017	968	Transferred from Operating for Future Bills and Payroll	50,000.00
General Journal	12/26/2017	970	Transferred from Operating for Monthly Verizon Tower	2,163.00
General Journal	12/29/2017	971	Transfer to Payroll for PR 12/29/2017	-25,000.00
TOTAL				4,326.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Reserve
December 2017**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Paid Amount</u>
Bank of Hemet - Reserve Fund				
General Journal	12/15/2017	966	Transferred from Operating for Monthly Operating Reserve	3,000.00
General Journal	12/26/2017	969	Transferred from Operating for Monthly Operating Reserve	3,000.00
			TOTAL	6,000.00



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. 3.1 & 3.2

To: Chairman and Board of Directors
From: Janet Covington, Human Resources Administrator
Date: January 10, 2018
Subject: #3.1 Board Reorganization
#3.2 Committee Assignments

Background and Analysis:

Each year the Board of Directors rotates officer positions in accordance with Resolution #2010-02. (Resolution #2010-02 attached)

Current officer positions held are as follows:

Chairman of the Board, John Flores
Vice Chair/Secretary, Dan Hughes
Treasurer, Chris Diercks

Current Committee Assignments held are as follows:

Financial Committee (2) – Treasurer Diercks, Director Bartells
Personnel Committee (2) – Vice Chair/Secretary Hughes, Director Bartells
Collaborative Agency Committee (2) – Vice Chair/Secretary Hughes, Director Ward
Facilities Ad-Hoc Committee (2) – Chairman Flores, Treasurer Diercks
Beaumont Youth Baseball Liaison (1) – Director Diercks,

Fiscal Impact: None

Recommendations:

Re-organize officer positions and committee assignments according to resolution #2010-02

Respectfully Submitted,

Janet Covington
Human Resources Administrator

RESOLUTION NO. 2010-02

A RESOLUTION OF BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
ESTABLISHING TERMS FOR OFFICERS OF THE
BOARD OF DIRECTORS

Recitals

WHEREAS, the Beaumont-Cherry Valley Recreation and Park District is a Special District, formed in 1971 pursuant to the Recreation and Park District Law, sections 5780 et. seq. of the California Public Resources Code; and

WHEREAS, pursuant to the Public Resources Code, the Board of Directors has established certain officer positions, including the positions of Chair, Vice-Chair, Secretary and Treasurer; and

WHEREAS, it is the policy of the Board of Directors to promote the rotation of the officer positions among all members of the Board of Directors; and

WHEREAS, it is the purpose of this Resolution to establish term limits governing the length of time each member of the Board of Directors may serve in any one officer position.

NOW, THEREFORE, Board of Directors for the Beaumont Cherry Valley Recreation & Park District hereby resolves as follows:

Section 1. Term of Office.

The term of office for each officer position shall be one year. A member of the Board of Directors may serve a maximum of two consecutive one-year terms in any one position, if re-elected as provided herein, unless there is no other nominee for said position and the Board unanimously approves allowing the additional term. Terms of office held prior to the date of this Resolution will not be considered when determining whether a nominee is barred by consecutive terms.

Section 2 Election.

In January of each year, the Board of Directors shall nominate individuals from among its members for specific officer positions. The individual member may then accept or reject the nomination. If the member accepts the nomination, he or she will become a candidate for that officer position. The Board of Directors shall then vote to elect, or re-elect, the officers from among the candidates. No Board of Director member shall vote for more than one candidate for each officer position. Officer positions are selected from among the candidates by a simple majority vote.

Section 3 Rotation of Office.

To promote the rotation of candidates within each office, a member of the Board of Directors who has served two consecutive one-year terms in any one officer position may be re-elected to that same office only if the member has not served in that office for two years or more prior to such re-election. An exception to this rule applies if there is no other nominee for said position and the Board unanimously approves allowing the additional term.

Section 4 Functions of the Chairman and Vice Chair.

The Chair shall preside at all meetings of the Board of Directors. If the Chair is absent or unable to preside, the Vice-Chair shall preside until the Chair returns or is able to act. In such instance, the Vice-Chair shall have all of the powers and duties of the Chair.

Section 5 Vacancies.

In the event of a vacancy in any office prior to an election, such vacancy shall be filled by an appointment from the Board of Directors at a regularly-scheduled meeting following advisement of the vacancy.

APPROVED AND ADOPTED this 8th day of September, 2010


I, the undersigned, hereby certify that the foregoing Resolution #2010-02 was duly adopted by the Board of Directors following a roll call vote:

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0

By 

Board Secretary



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.3**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: January 10, 2018

Subject: Approval of the Facility use License Agreements

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District annually renew facility use agreements for independent operators benefit our local community. This year there are (9) individuals license agreements for your authorization.

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

This year staff would like to make the following changes:

1. General changes made since last draft are highlighted in **Yellow**.
 - a. Two Million Dollars (2,000,000.00) for General Liability is a request by CAPRI
2. Add a minimum 10% increase to each user's agreement; this consideration is due to the mandatory minimum wage increase effective January 2018.
3. 3.3.7 Add an "EMON" meter to Thunder Alley Raceway and monitor the use of electricity. Staff will bring back the information to the Board next year for a possible increase to the facility user. Require Thunder Alley facility user to pay their own trash on events. An additional increase to match other users in the park.
4. 3.3.9 Raising the price for the snack bars from January 2018 to June 2018 to \$167.00 from \$1.00.

Recommendations:

Staff recommends that the Board approve each License Agreement as submitted, and allow the General Manager to adjust non substantial changes.

Fiscal Impact:

There will be a positive impact to the General Operating account.

Respectfully Submitted:


Nancy Law,
Financial Services Technician/Office Manager



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and CATCH A STAR THEATRICAL PLAYERS ("CAST"). BCVRPD and "CAST" may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER located at 306 E 6TH STREET, BEAUMONT, CA, 92223.
2. Whereas, CATCH A STAR THEATRICAL PLAYERS desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 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 2018 DATE REQUESTS for AUDITIONS/REHERSALS, PERFORMANCES & YOUTH SUMMER CAMP.
 - i. CATCH A STAR THEATRICAL PLAYERS must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking. 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 Office Manager or General Manager of the District.
- III. BCVRPD will give notice to CATCH A STAR THEATRICAL PLAYERS if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced 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.



Beaumont-Cherry Valley Recreation and Park District

- ii. CATCH A STAR THEATRICAL PLAYERS will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. CATCH A STAR THEATRICAL PLAYERS will provide any keys or combinations to anything stored on the district property. **(Received:)**
 - iv. CATCH A STAR THEATRICAL PLAYERS will not move the grand piano belonging to the Woman's Club.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the **dates of this** agreement
 - ii. \$63.53 per Performance day.
 - iii. \$12.71 per Additions/Rehearsals/Set building day.
 - iv. 20% Compensation per student (10 – 14) 25% Compensation per student (15 or more) for Youth Summer Camp and less than 10 CATCH A STAR THEATRICAL PLAYERS agree to cancel camp.
 - v. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to bevrichcrowe@hotmail.com and atringham@yahoo.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 applied to all returned checks, and **CAST will be required to bring cash into the office to restore contract.**
- VI. CATCH A STAR THEATRICAL PLAYERS shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of CATCH A STAR THEATRICAL PLAYERS during and after all facility use.
 - ii. CATCH A STAR THEATRICAL PLAYERS will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CATCH A STAR THEATRICAL PLAYERS and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time CATCH A STAR THEATRICAL could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.**
- IX. All fundraisers are subject to prior approval by the Board of Directors **of BCVRPD.**



Beaumont-Cherry Valley Recreation and Park District

- X. BCVRPD reserves the right to reassign CATCH A STAR THEATRICAL PLAYERS to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CATCH A STAR THEATRICAL PLAYERS shall not duplicate any keys. If a key is lost or stolen CATCH A STAR THEATRICAL PLAYERS shall immediately report the loss to BCVRPD. CATCH A STAR THEATRICAL PLAYERS will be charged the cost for re-keying of the building and for manufacture of new keys.
- XII. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued keys and for what buildings. **(Received:)**
- XIII. CATCH A STAR THEATRICAL PLAYERS shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our 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.
- XV. CATCH A STAR THEATRICAL PLAYERS will provide the District a list of anyone that has been issued an alarm code and the code they were issued. **(Received:)**
- XVI. CATCH A STAR THEATRICAL PLAYERS shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. CATCH A STAR THEATRICAL PLAYERS will be responsible for any damage to the facility caused by CATCH A STAR THEATRICAL PLAYERS members, volunteers, and/or patrons. **BCVRPD will repair damages and bill the cost** to CATCH A STAR THEATRICAL PLAYERS.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
 - i. CATCH A STAR THEATRICAL PLAYERS members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. CATCH A STAR THEATRICAL PLAYERS agrees to hire and pay for security guards at any performance where alcohol is present and/or served. The number of security guards shall be no less



Beaumont-Cherry Valley Recreation and Park District

than (1) per (50) people in attendance. CAST will secure all applicable license associated with selling alcohol when appropriate.

XXI. CATCH A STAR THEATRICAL PLAYERS shall maintain its own liability insurance, naming BCVRPD as additional insured.

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

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:** CATCH A STAR THEATRICAL PLAYERS shall maintain limits no less than:

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

iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or CATCH A STAR THEATRICAL PLAYERS shall provide



Beaumont-Cherry Valley Recreation and Park District

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 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 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 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 CATCH A STAR THEATRICAL PLAYERS.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,



Beaumont-Cherry Valley Recreation and Park District

2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
 - viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
 - ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CATCH A STAR THEATRICAL PLAYERS shall guarantee that, at the option of the BCVRPD, either:
 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. CATCH A STAR THEATRICAL PLAYERS shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** CATCH A STAR THEATRICAL PLAYERS shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xiii. **Reporting of Claims:** CATCH A STAR THEATRICAL PLAYERS shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CATCH A STAR THEATRICAL PLAYERS in connection with this agreement.
- XXII. CATCH A STAR THEATRICAL PLAYERS its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this



Beaumont-Cherry Valley Recreation and Park District

agreement. CATCH A STAR THEATRICAL PLAYERS obligation pursuant to this provision shall survive termination of this agreement.

- XXIII. CATCH A STAR THEATRICAL PLAYERS shall defend, with counsel of its choosing and at CATCH A STAR THEATRICAL PLAYERS own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CATCH A STAR THEATRICAL PLAYERS shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CATCH A STAR THEATRICAL PLAYERS shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVI. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CATCH A STAR THEATRICAL PLAYERS
c/o Annette Tringham
PO Box 125
Beaumont CA 92223
- XXVIII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



Beaumont-Cherry Valley Recreation and Park District

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

Duane Burk, General Manager (BCVRPD)

Annette Tringham, President (CAST Players)

Date

Date

DRAFT

CAST Players - 2018 Date Request

January							
7-10 pm	7-10 pm	7-10 pm		11 – 3 pm			
3	4	5					
10	11	12		14 (Sun 3:00 – 5:30)			
17	18	19					
22	24	25		27 (Sat)			
29	31						
February							
7-10 pm	7-10 pm	7-10 pm		11-3 pm			
1				3			
5	7	8	9	10			
12	15	16		18 (Sun. 2-8)			
21	22						
5-10 pm	1-6	1:30-6 pm					
23	24	25			Perf.		
March							
5-10 pm	1:30-6 pm	5-10 pm	1-6 pm				
3	4	10	11		Perf.		
April							
7-10 pm	7-10 pm	7-10 pm		11-3 pm			
		6		7			Auditions
18	19	20					
23	25	26		28			
30							
May							
7-10 pm	7-10 pm	7-10 pm		11-3 pm			
2	3	4					
7	9	10		12			
14	16	17		19			
21	23	24					Tech on 24th
	30	31					Tech and Dress
June							
3-8 pm	3-8 pm	3-8 pm	3-8 pm	3-8 pm			
1	2	8	9	10			Performances @ 5 pm
July Summer Camp							
1:30 – 5 pm	classes				11-2 pm		
16, 17, 18, 19, 20, 23, 24, 25, 26, 27,					28 – Performance		

CAST Players - 2018 Date Request

August						
6:30 – 9 pm	6:30 – 9 pm	6:30 – 9 pm		11-3 pm		
11	13					Auditions
16				18		
20	22	23		25		
27	29	30				
September						
6:30 – 9 pm	6:30 – 9 pm	6:30 – 9 pm	6:30 – 9 pm	11-3 pm		
5	6	7				
10	12	13	15			
17	19	20				
24	25	26	27	30		Sun/Tech
October						
6:30 – 9 pm	6:30 – 9 pm	6:30 – 9 pm				
1	3	4				Dress
3-8 pm	3-8 pm	3-8 pm	3-8pm	3-8pm	3-8pm	
6	7	13	14	20	21	
December						
3-8 pm	3-8 pm					
22	23					



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHERRY VALLEY HORSEMAN’S ASSOCIATION (“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, 2018 and December 31, 2018 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, on FEBRUARY 10TH, MARCH 10TH & 31ST, APRIL 14TH, MAY 12TH, JUNE 9TH, JULY 14TH, AND AUGUST 11TH for HORSE SHOWS WITH RAIN DATES OF JUNE 30TH, MAY 19TH, AND AUGUST 18TH. CVHA will hold MEETINGS THE 1ST WEDNESDAY OF EVERY MONTH AT 5:30PM – 8:30PM.
 - i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Office Manager or General Manager of the District.
 - ii. During events at the RC Raceway BCVRPD has designated all parking north of horse arena for CVHA use only, the parking in front of RC Raceway will be for designated to the Raceway user(s) only.
 - iii. The park District will charge Board approved parking fees, all patrons, employees, or volunteers will be charged \$5.00 to enter the park on those designated days.



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- III. BCVRPD will give notice to CVHA if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in **their** agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that CVHA chooses to store in or around the facility.
 - i. CVHA must get prior approval for any stored items on the district property.
 - ii. CVHA will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items.
(Received:)
 - iii. CVHA will provide any keys or combinations to anything stored on the district property.
(Received:)
 - iv. CVHA will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition CVHA gives permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of CVHA.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the **dates of this** agreement
 - ii. \$144.38 per day for event.
 - iii. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to npingree4@gmail.com and foxfam52@yahoo.com.
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - v. There will be a \$35.00 fee applied to all returned checks, **and CVHA will be required to bring cash into the office to restore contract.**
- VI. CVHA 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 ETI Building/Horse Arena shall be the responsibility of CVHA during and after all facility use.
 - ii. CVHA will remove all trash to the trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CVHA and must meet all City/County/State legal standards.
- VIII. **BCVRPD is routinely doing upgrades to our facilities during this time CVHA could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.**
- IX. All fundraisers are subject to prior approval by the Board of Directors **of BCVRPD.**



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



Beaumont-Cherry Valley Recreation and Park District

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



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



Beaumont-Cherry Valley Recreation and Park District

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



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- XXV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXVI. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CHERRY VALLEY HORSEMAN'S ASSOCIATION
c/o Nichole Pingree
PO Box 3092
Beaumont CA 92223
- XXIX. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Nichole Pingree, 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, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHURCH FOR FAMILY. BCVRPD and CHURCH FOR FAMILY may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA, 92223.
2. Whereas, CHURCH FOR FAMILY desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 for CHURCH SERVICES.
3. Whereas, CHURCH FOR FAMILY represents that it has the skill, ability and personnel to render such SERVICES.

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

TERMS

- I. BCVRPD shall authorize CHURCH FOR FAMILY rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on ALL SUNDAYS FROM 8:00AM – 12:00PM AND SUNDAY EVENINGS WHEN NOT RENTED BY BCVRPD for CHURCH SERVICES.
 - i. CHURCH FOR FAMILY must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. BCVRPD will give notice to CHURCH FOR FAMILY if there is any other event scheduled in the building on Sundays after their morning services.
- II. This agreement includes full access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking. Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Office Manager or General Manager of the park District.
- III. BCVRPD will give notice to CHURCH FOR FAMILY if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in thier agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that CHURCH FOR FAMILY chooses to store in or around the facility.
 - i. CHURCH FOR FAMILY must get prior approval for any stored items on the district property.



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



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- ii. Cost of any approved permanent fixtures will be the responsibility of CHURCH FOR FAMILY and will be donated to the District and remain as part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.

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



Beaumont-Cherry Valley Recreation and Park District

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



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



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2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
 - viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
 - ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CHURCH FOR FAMILY shall guarantee that, at the option of the BCVRPD, either:
 1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. CHURCH FOR FAMILY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
 - xi. **Verification of Coverage:** CHURCH FOR FAMILY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
 - xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - xiii. **Reporting of Claims:** CHURCH FOR FAMILY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CHURCH FOR FAMILY in connection with this agreement.
- XXI. CHURCH FOR FAMILY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement.



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

- XXII. CHURCH FOR FAMILY shall defend, with counsel of its choosing and at CHURCH FOR FAMILY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CHURCH FOR FAMILY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CHURCH FOR FAMILY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. CHURCH FOR FAMILY
c/o Pastor Paul
34811 Pleasant Grove St
Yucaipa CA 92399
- XXVII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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

Duane Burk, General Manager (BCVRPD)

Paul Newell, Pastor (CHURCH FOR FAMILY)

Date

Date

DRAFT



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and SAN GORGONIO PASS HISTORICAL SOCIETY. BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER located at 306 E 6TH ST, BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 for MEETINGS AND EVENTS.
3. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

TERMS

- I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER, on the 2ND THURSDAY OF EVERY MONTH FROM 7PM – 9PM JANUARY – MAY, SEPTEMBER – NOVEMBER, 6PM-9PM JUNE & DECEMBER (POTLOCK), 3RD THURSDAY OF EVERY MONTH AT 11AM IN MUSEUM for MEETINGS AND EVENTS.
 - i. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking. 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 Office Manager or General Manager of the District.
- III. BCVRPD will give notice to SAN GORGONIO PASS HISTORICAL SOCIETY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.



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- i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval for any stored items on the district property.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide any keys or combinations to anything stored on the district property. **(Received:)**
 - iv. SAN GORGONIO PASS HISTORICAL SOCIETY will not move the grand piano belonging to the Woman's Club.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the **dates of this** agreement
 - ii. BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY.
 - iii. Payable (10) day after receipt of BCVRPD Invoice that Finance Services Technician will email to skaranger@elitemail.org.
 - 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 applied to all returned checks, **and SAN GORGONIO PASS HISTORICAL SOCIETY will be required to bring cash into the office to restore contract.**
- VI. SAN GORGONIO PASS HISTORICAL SOCIETY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time SAN GORGONIO PASS HISTORICAL SOCIETY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.**
- IX. All fundraisers are subject to prior approval by the Board of Directors **of BCVRPD.**



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



Beaumont-Cherry Valley Recreation and Park District

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



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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 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.



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

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



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- XXII. SAN GORGONIO PASS HISTORICAL SOCIETY shall defend, with counsel of its choosing and at SAN GORGONIO PASS HISTORICAL SOCIETY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. SAN GORGONIO PASS HISTORICAL SOCIETY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. SAN GORGONIO PASS HISTORICAL SOCIETY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. SAN GORGONIO PASS HISTORICAL SOCIETY
c/o David Heiss, President
PO Box 331
Beaumont CA 92223
- XXVII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager (BCVRPD)

David Heiss, President (SG Pass Historical Society)

Date

Date

3.3.4



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and TABLE OF PLENTY ("TOP"). BCVRPD and "TOP" 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, TABLE OF PLENTY desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 to house a SOUP KITCHEN.
3. Whereas, TABLE OF PLENTY represents that it has the skill, ability and personnel to operate such SOUP KITCHEN.

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

TERMS

- I. BCVRPD shall authorize TABLE OF PLENTY rental of the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER, on ALL TUESDAYS AND FRIDAYS FROM 8:00AM – 1:00PM for the sole purpose of the SOUP KITCHEN.
 - i. TABLE OF PLENTY must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. TABLE OF PLENTY cannot deliver food to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER during any other group's scheduled event.
- II. This agreement includes full access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking. 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 Office Manager or General Manager of the District.
 - ii. TABLE OF PLENTY will have access to refrigerator and freezer during the week. TOP will leave two (2) shelves in the refrigerator and two (2) shelves in the freezer empty all days except the days of operating your SOUP KITCHEN.
 - iii. BCVRPD will give 48 hour notice to TOP if the refrigerator and/or freezer need to be emptied for use by other group(s).



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- III. BCVRPD will give notice to TABLE OF PLENTY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that TABLE OF PLENTY chooses to store in or around the facility.
 - i. TABLE OF PLENTY must get prior approval for any stored items on the district property.
 - ii. TABLE OF PLENTY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items. **(Received:)**
 - iii. TABLE OF PLENTY will provide any keys or combinations to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement.
 - ii. \$80.85 each Tuesday and Friday operating the Soup Kitchen.
 - iii. Payable 10 days after receipt of BCVRPD Invoice that Finance Services Technician will email to djsers@hotmail.com.
 - iv. A \$100.00 deposit is due at signing of Facility Use License Agreement. If TOP fails to keep a clean kitchen they will forfeit or lose the \$100.00 deposit, TOP will be then asked to redeposit another \$100.00. **(2018 N/A)**
 - v. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - vi. There will be a \$35.00 fee applied to all returned checks, and TABLE OF PLENTY will be required to bring cash into the office to restore contract.
- VI. TABLE OF PLENTY shall during scheduled use perform set-up and take-down of all chairs and tables, and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the halls, kitchen and bathrooms shall be the responsibility of TABLE OF PLENTY during and after all facility use.
 - ii. TABLE OF PLENTY will remove all trash to the outside trash containers after each use.
 - iii. TABLE OF PLENTY will maintain the cleanliness around the outside of the building on the days of operating the soup kitchen and will assist and inform BCVRPD with any transient situations.
 - iv. TABLE OF PLENTY will reimburse BCVRPD for the cost of an exclusive 3 yard trash bin and lock. TOP will pay for all extra trash pickups and will participate in future trash recycling at its own expense.



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- i. The service of the trash bin and lock will be arranged by BCVRPD.
 - ii. The cost will be added to TOP monthly invoice as a separate line item.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of TABLE OF PLENTY and must meet all City/County/State legal standards.
 - i. Cost for repairs to appliances/equipment will be shared 50/50 between the parties; unless BCVRPD determines that the damage was caused by TOP.
 - ii. TOP will not be responsible for damage caused by a third party.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time TABLE OF PLENTY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign TABLE OF PLENTY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. TABLE OF PLENTY shall not duplicate any keys. If a key is lost or stolen TABLE OF PLENTY shall immediately report the loss to BCVRPD. TABLE OF PLENTY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. TABLE OF PLENTY will provide the District a list of anyone that has been issued keys and for what buildings. (Received:)
- XIII. TABLE OF PLENTY shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our issued keys.
 - i. TABLE OF PLENTY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any TABLE OF PLENTY volunteers or Board members entering the building for business.
- XV. TABLE OF PLENTY will provide the District a list of anyone that has been issued an alarm code and the code they were issued. (Received:)
- XVI. TABLE OF PLENTY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. TABLE OF PLENTY will be responsible for any damage to the facility caused by TABLE OF PLENTY members, volunteers, and/or patrons. BCVRPD will repair the damages and bill cost to TABLE OF PLENTY.



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- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. TABLE OF PLENTY 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. TABLE OF PLENTY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. TABLE OF PLENTY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** TABLE OF PLENTY 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 TABLE OF PLENTY, its agents, representatives, employees, or subcontractors. TABLE OF PLENTY 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:** TABLE OF PLENTY shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and



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3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or TABLE OF PLENTY 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 TABLE OF PLENTY; 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 TABLE OF PLENTY 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 TABLE OF PLENTY 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 TABLE OF PLENTY or for which TABLE OF PLENTY 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 TABLE OF PLENTY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the TABLE OF PLENTY 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 TABLE OF PLENTY.
 - vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:



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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. TABLE OF PLENTY 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. TABLE OF PLENTY 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:** TABLE OF PLENTY 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:** TABLE OF PLENTY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by TABLE OF PLENTY in connection with this agreement.

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



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

- XXII. TABLE OF PLENTY shall defend, with counsel of its choosing and at TABLE OF PLENTY 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. TABLE OF PLENTY 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. TABLE OF PLENTY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. TABLE OF PLENTY
c/o Darryl Smith
PO Box 22
Beaumont CA 92223
- XXVII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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

Duane Burk, General Manager (BCVRPD)

Darryl Smith (TABLE OF PLENTY)

Date

Date

DRAFT



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and TAKING OFF POUNDS SENSIBLY CA 1743 BEAUMONT ("T.O.P.S."). BCVRPD and "T.O.P.S." may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER located at 306 E 6TH STREET, BEAUMONT, CA, 92223.
2. Whereas, T.O.P.S. desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 for MEETINGS.
3. Whereas, T.O.P.S. represents that it has the skill, ability and personnel to operate such MEETINGS.

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

TERMS

- I. BCVRPD shall authorize T.O.P.S. rental of the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER, on ALL TUESDAYS FROM 6:00PM – 8:00PM for MEETINGS.
 - i. T.O.P.S. must get approval for any other usage of BEAUMONT WOMAN'S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking. 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 Office Manager or General Manager of the District.**
- III. BCVRPD will give notice to T.O.P.S. if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER that could interfere with any dates in **their** agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that T.O.P.S. chooses to store in or around the facility.
 - i. T.O.P.S. must get prior approval for any stored items on the district property.
 - ii. T.O.P.S. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
(Received:)
 - iii. T.O.P.S. will provide any keys or combinations to anything stored on the district property.
(Received:)



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- iv. T.O.P.S. will not move the grand piano belonging to the Woman's Club.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the **dates of this** agreement
 - ii. \$82.50 per month.
 - iii. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to ciaomarlene@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 applied to all returned checks, and T.O.P.S. will be required to bring cash into the office to restore contract.**
- VI. T.O.P.S. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
 - i. Cleanliness of the halls and bathrooms shall be the responsibility of T.O.P.S. during and after all facility use.
 - ii. T.O.P.S. will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of T.O.P.S. and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time T.O.P.S. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.**
- IX. All fundraisers are subject to prior approval by the Board of Directors **of BCVRPD.**
- X. BCVRPD reserves the right to reassign T.O.P.S. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. T.O.P.S. shall not duplicate any keys. If a key is lost or stolen T.O.P.S. shall immediately report the loss to BCVRPD. T.O.P.S. will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XII. T.O.P.S. will provide the District a list of anyone that has been issued keys and for what buildings.
(Received:)
- XIII. T.O.P.S. shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our issued keys.



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



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Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;

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



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officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by T.O.P.S..

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



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- XXI. T.O.P.S. its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. T.O.P.S. obligation pursuant to this provision shall survive termination of this agreement.
- XXII. T.O.P.S. shall defend, with counsel of its choosing and at T.O.P.S. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. T.O.P.S. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. T.O.P.S. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. T.O.P.S.
c/o Marlene Wallace
34480 County Line Rd, #60
Yuciapa CA 92399
- XXVII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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

Duane Burk, General Manager (BCVRPD)

Marlene Wallace, Leader (T.O.P.S.)

Date

Date

DRAFT



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. BCVRPD and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK COMMUNITY PARK located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 for the use to RUN A 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 a RC RACEWAY TRACK.

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

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK COMMUNITY PARK, on REGULAR HOURS: TUESDAY – SUNDAY, 7AM – 10PM, AND EVENTS HELD JANUARY 13TH & 27TH, FEBRUARY 10TH, MARCH 17TH & 31ST, APRIL 7TH & 28TH, MAY 12TH & 26TH, JUNE 2ND & 23RD, JULY 7TH & 28TH, AUGUST 4TH & 11TH, SEPTEMBER 1ST, 15TH & 22ND, OCTOBER 6TH & 27TH, NOVEMBER 3RD & 24TH, AND DECEMBER 8TH. For the use to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get approval for any other usage of NOBLE CREEK COMMUNITY PARK or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to NOBLE CREEK COMMUNITY PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK COMMUNITY PARK will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Office Manager 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.



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- iii. During events in the horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of horse arena will be designated to the horse arena user(s) only.
 - iv. The park District will charge Board approved parking fees, all patrons, employees, or volunteers will be charged \$5.00 to enter the park on those days.
- III. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK COMMUNITY PARK that could interfere with any dates in **their** agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items. **(Received:)**
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide any keys or combinations to anything stored on the district property. **(Received:)**
 - iv. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will not store any hazardous materials on BCVRPD property without proper approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the **dates of this** agreement
 - ii. \$330.00 per month
 - iii. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to 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 applied to all returned checks, **and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be required to bring cash into the office to restore contract.**
- VI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.



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- i. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after all facility use. The side walk south of RC RACEWAY TRACK will be swept and clean after each event
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for labor to clean walkway in the event they are not cleaned up after use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
 - i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to pay BCVRPD for additional trash. BCVRPD will make arrangements for the bin and will bill ANDREW TROTTER, THUNDER ALLEY RC RACEWAY the following month's invoice.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the NOBLE CREEK COMMUNITY PARK should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. 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 the property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what buildings. (Received:)
- XIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.



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- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our issued keys. **N/A**
- XV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK COMMUNITY PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers and/or patrons.
- XVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued an alarm code and the code they were issued. **N/A**
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. **BCVRPD will repair the damages and bill the cost** to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- XIX. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees that he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXII. ANDREW TROTTOER, THUNDER ALLEY RC RACEWAY will have 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 required immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIII. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by district approval only. **If illegal camping for RC Event occurs ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).**



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- XXIV. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.



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



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

XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands,



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

- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIX. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXX. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. THUNDER ALLEY RC RACEWAY
c/o Andrew Trotter
2851 S. La Cadena Dr. Sp#251
Colton CA 92324
- XXXII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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

Duane Burk, General Manager (BCVRPD)

Andrew Trotter, Owner (Thunder Alley RC Raceway)

Date

Date

DRAFT



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2018 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, 2018 and December 31, 2018 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate the 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 DATES REQUESTED (SEE ATTACHED SHEET) for MEETINGS AND EVENTS.
 - i. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.
- II. This agreement includes full access to BEAUMONT WOMAN’S CLUB COMMUNITY CENTER and surrounding parking. 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 Office Manager or General Manager of the District.
- III. BCVRPD will give notice to BEAUMONT WOMAN’S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that BEAUMONT WOMAN’S CLUB, INC. chooses to store in or around the facility.
 - i. BEAUMONT WOMAN’S CLUB, INC. must get prior approval for any stored items on the district property.



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- ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB, INC. and the square footage needed to store the items. **(Received:)**
 - iii. BEAUMONT WOMAN'S CLUB, INC. will provide any keys or combinations to anything stored on the district property. **(Received:)**
 - iv. BEAUMONT WOMAN'S CLUB, INC. will not move the grand piano belonging to the Woman's Club.
- V. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the **dates in this** agreement.
 - ii. BCVRPD has waived the fees per the agreement between the Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.
 - iii. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to earleneboyd1@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 applied to all returned checks, **and BEAUMONT WOMAN'S CLUB, INC. will be required to bring cash into the office to restore contract.**
- VI. BEAUMONT WOMAN'S CLUB, INC. shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
 - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.**
- IX. All fundraisers are subject to prior approval by the Board of Directors **of BCVRPD.**
- X. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB, INC. should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or



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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.

- XII. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what buildings. **(Received:)**
- XIII. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our 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, INC. from any BEAUMONT WOMAN'S CLUB, INC. members, volunteers and/or patrons entering the building for business.
- XV. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued an alarm code and the code they were issued. **(Received:)**
- XVI. 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.
- XVII. 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.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XIX. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
 - i. BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, **naming BCVRPD as additional insured.**
 - i. Minimum Requirements: BEAUMONT WOMAN'S CLUB, INC. shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BEAUMONT WOMAN'S CLUB, INC., its agents, representatives, employees, or subcontractors. BEAUMONT WOMAN'S CLUB, INC. shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:



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



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employees, agents, and volunteers shall be excess of the BEAUMONT WOMAN'S CLUB, INC. insurance and shall not be called upon to contribute with it in anyway.

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



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1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. 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.
- XXI. BEAUMONT WOMAN'S CLUB, INC. its employees and partners agree to, and shall defend, indemnify, protect and hold harmless BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the BCVRPD, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur of which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to negligent performance and/or use of BCVRPD's facilities under the terms of this agreement. BEAUMONT WOMAN'S CLUB, INC. obligation pursuant to this provision shall survive termination of this agreement.
- XXII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMAN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMAN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in



Beaumont-Cherry Valley Recreation and Park District

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

- XXIII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXIV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXVI. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BEAUMONT WOMAN'S CLUB, INC.
c/o Earlene Boyd
240 White Sands
Beaumont CA 92223
- XXVII. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager, BCVRPD

Earlene Boyd, President (Beaumont Woman's Club, Inc.)

Date

Date

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

Facility License Agreement Information

Facility user: Beaumont Woman's Club, Inc.

Facility: Woman's Community Center

Period: **January 01, 2018 – December 31, 2018**

Dayes and Times:

January 04	9:00AM – 3:00PM
January 25	9:00AM – Noon
February 01	9:00AM – 3:00PM
February 10	Noon – 5:00PM (Saturday) Removed: Due to Conflict
February 22	9:00AM – Noon
February 24	9:00AM – 5:00PM(Saturday) Removed: Due to Conflict
March 01	9:00AM – 3:00PM
March 29	9:00AM – Noon
April 05	9:00AM – 3:00PM
April 21 st	9:00AM – 4:00PM(Saturday)
April 26	9:00AM – Noon
May 03	9:00AM – 3:00PM
June 07	9:00AM – 3:00PM
June 28	9:00AM – Noon
July 26	9:00AM – 3:00PM Removed: Due to Conflict

August 02	9:00AM – 3:00PM
August 30	9:00AM – Noon
September 06	9:00AM – 3:00PM
September 27	9:00AM – Noon
October 04	9:00AM – 3:00PM
October 13	Noon – 9:00PM <small>Removed: Due to Conflict</small>
October 25	9:00AM – Noon
November 01	9:00AM – 3:00PM
November 29	9:00AM – Noon
December 06	9:00AM – 3:00PM
December 27	9:00AM – 2:00PM



Beaumont-Cherry Valley Recreation and Park District

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the "Agreement"), dated January 1, 2018 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") and BEAUMONT YOUTH BASEBALL/SOFTBALL ("BYB/SB"). BCVRPD and "BYB/SB" may be referred to herein generically as the "Party" or collectively as the "Parties".

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK PARK located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between January 1, 2018 and December 31, 2018 for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

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

TERMS

- I. BCVRPD shall authorize BYB/SB rental of the NOBLE CREEK PARK, on SPRING SEASON JANUARY 26, 2018 – JULY 14, 2018 FALL SEASON AUGUST 26, 2018 – NOVEMBER 18, 2018 for BASEBALL/SOFTBALL LEAGUES in addition to the WEST AND EAST SNACK BARS.
 - i. BYB/SB must get approval for any other usage of NOBLE CREEK PARK or any other property of the District for any other reason through the District office at regular rental prices.
 - ii. BYB/SB is provided fields 1 - 7 Monday and Wednesday, fields 2 – 4 & 7 Tuesday, Thursday and Friday, and 1 – 7 Saturday till 3:00pm. There will be some flexibility with prior arrangements.
 - iii. BYB/SB shall lease the east and west snack bars. BYB/SB will reimburse BCVRPD for any and all utilities each month, including a yearly one-time fee for sewer cleaning.
 - iv. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings a year, (1) manager meeting, (2) team parents meetings, and (2) score keeper clinics.
- II. This agreement includes full access to NOBLE CREEK PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK PARK will not be the responsibility of BCVRPD.
 - i. Access to the parking area is by first request of event dates through the Office Manager or General Manager of the District.



Beaumont-Cherry Valley Recreation and Park District

- ii. BYB/SB and BCVRPD agrees to share all mounds and bases as needed by each party. Both parties mutual agree to share replacement costs of this equipment.
 - i. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
- iii. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment keeping both in good repair during the term of this agreement.
 - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
- III. BCVRPD will give notice to BYB/SB if there is another event taking place at the NOBLE CREEK PARK that could interfere with any dates in their agreement.
- IV. BCVRPD and its employees are not responsible for any misplaced or stolen items that BYB/SB chooses to store in or around the facility.
 - i. BYB/SB must get prior approval for any stored items on the district property.
 - ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK PARK and the square footage needed to store the items. **(Received:)**
 - iii. BYB/SB will provide any keys or combinations to anything stored on the district property. **(Received:)**
- V. Fees, payable to BCVRPD for the above, shall be as follows:
 - i. The following fees are good through the dates of this agreement
 - ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
 - iii. **\$167.00 per snack bar per month from January 1, 2018 – June 30, 2018.**
 - iv. \$600.00 per snack bar per month July 1, 2018 – December 31, 2018
 - v. Pay for all propane, electrical, and alarm service from January 1, 2018 – December 31, 2018.
 - vi. \$300.00 per year for Sewer cleaning.
 - vii. Payable (10) days after receipt of BCVRPD Invoice that Finance Services Technician will email to smoodly@imgsmith.com and mudbuster@aol.com.
 - viii. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
 - ix. There will be a \$35.00 fee applied to all returned checks, and BYB/SB will be required to bring cash into the office to restore contract.



Beaumont-Cherry Valley Recreation and Park District

- VI. BYB/SB shall during scheduled use perform set-up and take-down of all equipment used, and be responsible for the general cleanliness of the park after use.
 - i. Cleanliness of the fields and bathrooms shall be the responsibility of BYB/SB during and after all facility use.
 - ii. BYB/SB will remove all trash to the outside trash containers after each use.
- VII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.
- VIII. BCVRPD is routinely doing upgrades to our facilities during this time BYB/SB could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- IX. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- X. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK PARK should become unavailable due to an emergency.
- XI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BYB/SB shall not duplicate any keys. If a key is lost or stolen BYB/SB shall immediately report the loss to BCVRPD. BYB/SB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XII. BYB/SB will provide the District a list of anyone that has been issued keys and for what buildings. **(Received:)**
- XIII. BYB/SB shall not make any changes to lock(s) on District property.
- XIV. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that our issued keys.
 - i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK PARK from any BYB/SB volunteers or Board members entering the building for business.
- XV. BYB/SB will provide the District a list of anyone that has been issued an alarm code and the code they were issued. **(Received:)**
- XVI. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XVII. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XVIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.



Beaumont-Cherry Valley Recreation and Park District

- XIX. BYB/SB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BYB/SB members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XX. BYB/SB agrees to charge parking fees for All Star Tournament May 30, 2018 – June 3, 2018 and USA District Championship June 15, 2018 – June 17, 2018.
- i. BYB/SB Board of Directors will decide the amount to distribute to BCVRPD for fair share costs, the money received will go to field and equipment maintenance budget.
- XXI. BYB/SB Board of Directors will provide a five year project list to BCVRPD Board of Directors ever 4 years for consideration of mutually agreed projects with attached BYB/SB approved minutes. **(Next 2020)**
- XXII. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXIII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is responsibility of BYB/SB to repair and/or clean.
- XXIV. Any volunteers operating a motorized vehicle must have a valid CA driver's license and insurance.
- XXV. BYB/SB shall not assign or attempt to assign any portion of this agreement.
- XXVI. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXVII. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from January 31, 2018 – June 30, 2018. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of BYB/SB. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: BYB/SB shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by



Beaumont-Cherry Valley Recreation and Park District

BYB/SB, its agents, representatives, employees, or subcontractors. BYB/SB shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

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



Beaumont-Cherry Valley Recreation and Park District

BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BYB/SB insurance and shall not be called upon to contribute with it in anyway.

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



Beaumont-Cherry Valley Recreation and Park District

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



Beaumont-Cherry Valley Recreation and Park District

- XXXIII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXXIV. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXXV. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BYB/SB
39821 Lincoln St
Cherry Valley CA 92223
- XXXVI. This agreement is to be affective on January 1, 2018 and end on December 31, 2018. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

Duane Burk, General Manager (BCVRPD)

Mike Hilburn, President (BYB/SB)

Date

Date



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors

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

Date: January 10, 2018

Employees:

New Hires: 0

Departed Employees: 0

Total Employees: 32

Reports:

The Special District Board Member Handbook is included in the Board package.

I have provided each Director a Statement of Economic Interest for their annual reporting requirement. Please return to me at or prior to the February 14, 2018 Board meeting.

Workers Compensation Cases:

None to Report

Training:

Safety Compliance Company provided "GHS Hazard Communication" Safety training on December 27, 2017 in the maintenance department. (Globally Harmonized System of Classification and Labeling of Chemicals)

Aaron Morris received certificates in achievement for the following:

*Arborist Technician, *Pest Management, *Turf grass Management

Aaron also received the Employee of the year award

David Alonzo received the Part Timer of the Year Award

Rodrigo Camacho received the Make it Happen Award

Nancy Law received the General Managers Choice and Directors Choice Awards.

Five employees received 5 years of Service Awards: David Alonzo, Alyssa Fuimaono, Alainah Ortiz, Nick Hughes and Dodie Carlson.

Other:

1 pending accident claim – Flores, Date of Injury 8/5/2016 – Pending. No update.

64th Annual Installation Dinner, Beaumont Chamber of Commerce – January 25, 2018 @ 5:30pm

Fiscal Impact/Recommendations:

This report is for informational purposes only.

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Board of Directors
From: Nancy Law, Financial Services Technician/Office Manager
Date: January 10, 2018

The Finance Committee will meet Monday, January 8, 2018 to review November 2017 Financial Reports for Fiscal Year 2017-2018.

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

Property Tax Disbursement – The Financial Services Technician has not received any disbursements at this time the county records have not been updated since October 2017.

The Finance Services Technician has transferred into the Reserve fund the \$3,000.00 monthly contribution which brings our balance to \$200,102.29.

Additional items:

- ❖ Finance has completed for approval CDBG Grant Bid Package.
- ❖ Finance has updated and completed all Facility License agreements for approval.
- ❖ Finance has updated and completed all contract instructor agreements.
- ❖ Office Manager and Staff have been preparing the Activities Coordinator office.
- ❖ Office Manager is working with Nextiva for new Phone system.
- ❖ Office Manager and Staff working on Calendars and Advertisement Boards.
- ❖ Office Manager working with Jessica Warrick on Social Media Highlight featuring our contract instructors.
- ❖ Office Manager and General Manager had meeting with Skyhawks who will be continuing a Soccer camp and adding a Tennis Camp.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,

Nancy Law
Financial Services Technician/Office Manager

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

Department Report

To: Chairman and Board Members
From: Dodie Carlson - Athletic Coordinator
Date: January 4, 2018

Reports:

We will be starting the Winter Adult ball season either the week of January 23rd or 30th, 2018

I have been working on the upcoming calendar for weekend tournaments. We are 90% booked thru July 2018.

Other:

We have been working with Casual staff and volunteers on field maintenance batter's box's getting the fields ready for the BYB Spring season.

Recommendations:

This report is for Informational purposes only.

Respectfully Submitted,

Dodie Carlson

Dodie Carlson
Athletic Coordinator

Beaumont-Cherry Valley Recreation & Park District
Department Report

Maintenance

To: Chairman and Board Members
From: Frank Flores, Foreman
Date: December 2017/January 2018
Subject: CDF Tree Crew/Irrigation Repairs/FiOS Line/DG Install

Background and Analysis:

What a year we had in 2017, the District made many improvements to the buildings and park grounds. We would all like to thank you for your continuing support in 2018 and look forward to an even better year. The Maintenance Department finished the by repairing irrigation leaks throughout the park and installing new DG to the walkways in the Dog Park and Equestrian Building. CDF worked with the staff to take down the Christmas lights at the Grange Hall and all of the holiday decorations have been stored in totes for next year. The FiOS line conduit has been installed from the Thunder Alley Restrooms over to the Maintenance Building and is scheduled to be installed in the coming weeks.

Highlights:

- CDF cut broken branches from the wind located by the RV Park.
- 3" Irrigation Valve Repair.
- Two 4" main line repairs.
- Dog Park DG walk way install.
- Dog Park weed barrier and wood chip install (by Dog Park Building).
- DG Equestrian Center.
- FiOS line conduit install.

Fiscal Impact:

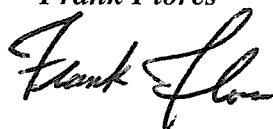
Please refer to the Finance Department.

Recommendations:

The Maintenance Department has no recommendations at this time.

Thank you,


Frank Flores





California Special
Districts Association
Districts Stronger Together

SPECIAL DISTRICT BOARD MEMBER/TRUSTEE HANDBOOK



Printing made possible by the California Special Districts Alliance, a partnership between CSDA, the CSDA Finance Corporation and the Special District Risk Management Authority (SDRMA).

CONTENTS

- 02 WHAT YOU SHOULD KNOW AS A BOARD MEMBER/TRUSTEE**
 - Commitment and Responsibilities
 - Accountability: The Role of Staff & the General Manager
 - "Why Governance is Important"

- 05 LEARNING MORE ABOUT SPECIAL DISTRICTS**

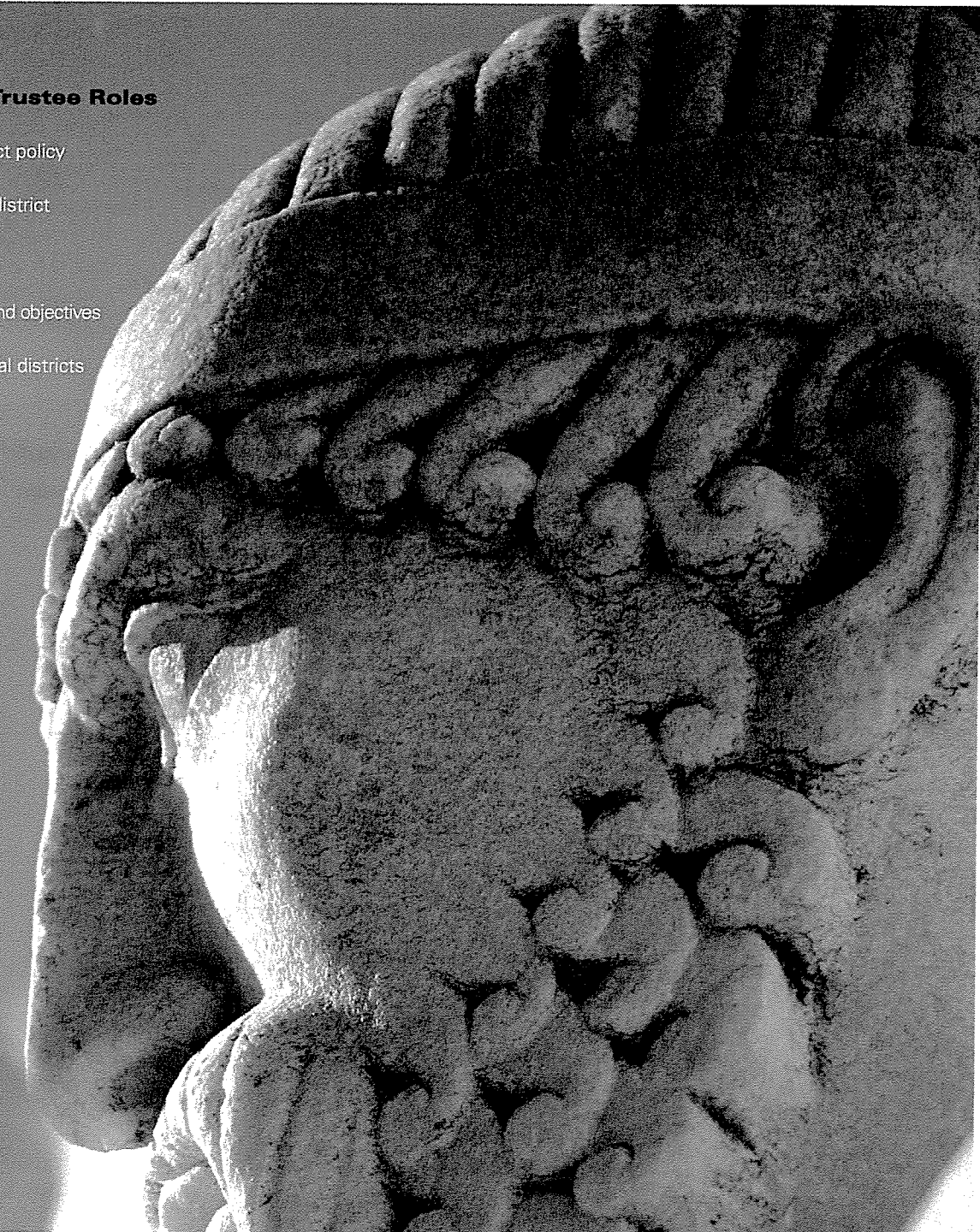
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Board Member/Trustee Roles

Make and approve district policy

Set the direction of the district

Make decisions

Establish strategic goals and objectives

Be an advocate for special districts

WHAT YOU SHOULD KNOW

as a Special District Board Member/Trustee

Commitment and Responsibilities

As a board member or trustee for a special district, you have committed to serve the best interests of the community, provide services that are essential to the community and represent the people who placed you into office.

With a strong commitment, there are a number of responsibilities as a board member/trustee on a special district board. Some of these will be identified and detailed in this handbook so that you will have an even better understanding of special districts and your role as a board member/trustee.

One of the most significant responsibilities as a board member/trustee is to understand that the board is a team and you need to work together as such. Understanding the dynamics of the group as well as the individual perspectives and opinions of the other board members that you sit with is crucial to the success of the team and district you represent. This united approach will help to strengthen the district and provide the grounds for maintaining a clear vision of the future, a unity of purpose and a cohesive board of board members/trustees.

Additionally, the board of board members/trustees typically has specific responsibilities that coincide with their overall role as board members/trustees. For example, in the area of human resources, the board's charge is to support and assess the performance of the general manager, approve personnel policies, establish salary structure and benefits packages, approve job descriptions and organizational structure, and establish a strong communications link between the board and general manager.

Another example of specific responsibilities can be seen when taking a look at some of the financial aspects of the district. Typically, the board will ensure that sound fiscal policy exists and that practices and controls are in place so that the district, staff, general manager, and board have direct accountability to their constituents. Furthermore, a board may be involved in such things as the approval of the annual budget, developing reserve guidelines, establishing financial goals, reviewing district finances, developing capital improvement plans, setting rates and fees, and the like.

Clearly, as demonstrated above, being a board member/trustee on a special district board entails a commitment to being actively involved in setting the direction of the district and, most importantly, serving the best interests of the community and the constituents that the district serves.

Accountability

Special districts, governing officials, and management are accountable to the voters and customers who use their services. Every special district must submit annual financial reports to the California State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping, conflict of interest, and elections. Special districts are also required to submit salary data annually to the State Controller.

The role of staff and the general manager

The roles of the staff and general manager are very different from that of the board members/trustees, and it is important to understand what the responsibilities and reporting avenues are of each respective group.

The general manager and staff of the district are encouraged to make recommendations and play an active role in moving the district forward. Their main role is to maintain and advance the operations of the district and implement those policies, strategies, and directives that are approved by the board of board members/trustees. All directives for staff should be given by the general manager or designated supervisor within the district.

The general manager is the executive staff officer of the district and for the board of board members/trustees. He/she administers the district and has exclusive management and control of the operations and works of the district, subject to approval by the board of board members/trustees, and provides day-to-day leadership for the district. He/she delegates authority at his/her discretion and has authority over and directs all employees, including hiring, disciplinary action and termination. He/she seeks to carry into effect the expressed policies of the board of board members/trustees, including planning the short, medium, and long term work program for the district, facilitating constructive and harmonious board relations, preparing and managing the district budget, conducting studies, and delivering written and oral presentations.

OVERALL, YOUR ROLE AS A BOARD MEMBER/TRUSTEE IS TO:

- MAKE AND APPROVE DISTRICT POLICY
- SET THE DIRECTION OF THE DISTRICT
- MAKE DECISIONS
- ESTABLISH STRATEGIC GOALS AND OBJECTIVES
- BE AN ADVOCATE FOR SPECIAL DISTRICTS

WHY GOVERNANCE IS IMPORTANT

By Davis Campbell, Governance Consultant | Trainer



Local boards are the reason, and really the only reason, why local control is local. Special district boards are the voices of the community. Boards are also a large reason why special districts exist.

The truth is that every elected or appointed public official needs to worry about governance; governance is what boards do. Governance is taking the wishes, needs, and desires of the community and transforming them into policies that govern the district. Survival of special districts as a concept depends in large part on how well we do our jobs as board members/trustees or trustees. The quickest way to destroy special districts is for the public to perceive districts as not responsive to the needs of the community or as not being governed effectively.

If governance is important, how do we do it well?

The good news is that in recent years a lot of work has been done on effective governance. Based upon a model developed by the California School Boards Association (CSBA) and adapted by the California Special Districts Association (CSDA), there are three critical dimensions to effective governance. The CSBA Effective Governance Model provides an in-depth examination of the three critical dimensions that interact to determine how a board operates and its effectiveness as an organization.

- First, the model looks at the board as an organizational entity;
- Second, the individuals who serve as effective board members and make up the board;
- And third, the specific jobs the board must perform.

All three of these dimensions or elements of a board must be viewed as a whole in order to truly develop an effective governance operation.

Components of the Effective Governance Model

The board as an organization

Any board, public or private, nonprofit or corporate, exists as an organizational entity, with its own unique organizational culture, norms, values, and operating style. There are attributes or characteristics that are consistently present in boards that operate in a highly effective way. Effective boards become known as effective because they operate in an organizational environment of trust, honesty and openness. These boards exhibit, as a team, the following characteristics:

- All board members are perceived to be equally legitimate—no matter how different or difficult an individual may be.
- The board strives to maintain a “no secrets, no surprises” operating norm.
- The board recognizes and accepts that conflicts and differences are inevitable, not necessarily “bad,” and must be faced and analyzed.
- The effective board tends to immediately turn to solutions rather than playing the “gotcha” game.
- The effective board treats all staff with dignity and respect.
- The effective board treats all community members with dignity and respect, even in the face of criticism and opposition.
- The effective board exhibits creative thinking, knows how to handle failure as well as success, encourages risk taking and creates a climate of support for excellence.
- The effective board assumes collective responsibility for the conduct, behavior and effectiveness of the board.

The board leader

While boards develop unique organizational cultures, they are, after all, composed of individuals. It is individuals and their values, skills, and knowledge that shape how boards operate at any given time. Individuals also determine whether the board will sustain effective behavior as a group role.

Not everyone who serves on a special district board becomes an effective board member or leader. Those who do become effective board members also become highly valued community leaders. When an entire board is composed of truly effective board members rather than individuals, the board becomes highly effective.

So, what are the characteristics of effective board members and how are they different than those who just serve on boards?

- Effective board members think about governance differently. They have distinctly different attitudes from non-effective board members. Effective board members understand the fundamental role of the citizen leader in the governance of special districts.

For example, effective board members understand fundamental principles of effective governance. They understand that the authority of any board member rests only with the board as a whole; that the board, not the individual board member, governs the special district. They tend to worry when an individual is attempting to impose his own agenda on the district rather than working to build support for an institutional agenda.

- Effective board members know that how a board member governs is as important as what a board member does. They know that manners make a huge difference.
- Effective board members work hard to make the team successful.
- Effective board members understand they need to establish trust. They treat everyone with respect, and expect others to treat them the same way.
- Effective board members respect the diversity of perspective and styles.
- Effective board members always keep confidential information confidential.

What effective boards do: The special district board's job in the district

The third dimension addresses the specific responsibilities of the governing board. We know that effective boards have strong competency-based cultures and that individual effective board members have strong governance skills, but the third question is: To do what? What are the duties and responsibilities of boards in the systems? The answer is that special district boards have certain responsibilities that no one else in the system can perform.

The specific responsibilities of the board are clustered into four areas: setting the direction for the district; establishing and supporting the structure of the district; holding the district accountable on behalf of the community; and serving as community leaders.

These are the essences of effective district governance: a competency-based, highly effective board organization and culture; individual citizens serving as effective board members, accomplishing the specific duties and responsibilities that only governing boards can do on behalf of their communities.

The real challenge to special districts is how to learn and achieve as board members. There are governance skills required and to be learned in order to be effective. But first, we must establish a culture of participation in our special district community. Every board member must understand that, just as we expect our staff to be involved in their profession, to learn and develop new skills, so too must we as effective board members learn and hone our governance skills. We must encourage our colleagues to branch out and learn the skills of governance. We must establish a culture of participation and continuing education in the special district community. The future of special districts in California depends upon it.



SPECIAL DISTRICT RESOURCES

- California Special Districts Association
www.csda.net
- Senate Local Government Committee
www.sen.ca.gov
- Assembly Local Government Committee
www.assembly.ca.gov
- Official California Legislative Information
www.leginfo.ca.gov
- League of California Cities
www.cacities.org
- California State Association of Counties
www.counties.org
- California Local Government Finance Almanac
www.californiacityfinance.com
- California Association of LAFcos
www.calafco.org
- Governor's Office of Planning & Research
www.opr.ca.gov
- California State Controller's Office
www.sco.ca.gov
- California Legislative Analyst's Office
www.lao.ca.gov
- Special District Leadership Foundation
www.sdlf.org
- Special District Risk Management Authority
www.sdrma.org
- CSDA Finance Corporation
www.csdafinance.net

LEARNING MORE

about Special Districts

What are special districts?

Special districts are a form of local government. They are created by their constituents to meet specific service needs for their communities. Most perform a single function such as water delivery, fire protection, wastewater or cemetery management to name just a few. Some, like community services districts, provide multiple services.

Special districts are not cities and counties, they are not school districts, they are not Mello-Roos districts, and they are not state government. Special districts work hand-in-hand with cities and counties to provide communities with essential public services and to keep pace with the demands of fulfilling all the public service needs of California's rapidly growing population.

What kinds of special districts are out there ... to name a few?

- Airport
- Public Cemetery
- Community services
- Drainage
- Flood control
- Fire protection
- Healthcare/hospital
- Harbor/port
- Irrigation
- Library
- Mosquito abatement and vector control
- Police protection
- Reclamation
- Recreation and park
- Open space
- Resource conservation
- Sanitation/wastewater
- Transit
- Utility
- Water
- Water conservation
- Waste management

How does a special district differ from a city or county?

Special districts are limited-purpose local governments. They provide only the services their residents desire within a designated, limited boundary. By contrast, cities and counties are general-purpose local governments. They provide a broad array of services for residents throughout their geographic boundaries. Furthermore, counties in unincorporated areas, and cities are responsible for land-use decisions.

What is the difference between independent special districts and dependent special districts?

Independent special districts are governed by their own boards of board members/trustees who are elected by voters or appointed to fixed terms by elected officials in their districts. These boards do not consist of ex officio members who are officers of the county or another local agency. About two-thirds of the state's special districts are independent special districts.

Dependent special districts are governed by other, existing legislative bodies such as a city council or a county board of supervisors, or appointees that serve at the pleasure of those bodies and can be removed or replaced any time at their will.

How are special districts funded?

Special districts are funded either through local property tax revenues, fees charged to customers for their services or a combination of the two. Special districts that rely primarily on property tax revenues are considered non-enterprise, while districts that primarily generate revenue through fees for service are considered enterprise.



FIND OUT MORE AT
[WWW.CSDA.NET!](http://WWW.CSDA.NET)

How are special districts created?

Special districts require majority-vote approval by citizens in the proposed district to be created, or a two-thirds vote if a new tax is required to fund the district's operations. When residents or landowners want new services or a higher level of service not otherwise provided by cities and counties, they can propose to form their own special district to pay for and administer the services by applying to the Local Agency Formation Commission (LAFCo).

What is Proposition 13?

Proposition 13, enacted by voters in 1978, imposed strict limits on property taxes to one percent of property value, causing special districts, cities and counties to lose much of their local control and funding security. Before Prop 13, special districts received \$945 million from property taxes (1977-1978). Shortly after Prop 13 was imposed (1978-1979), special district property tax revenue dropped to \$532 million, a loss of almost 50 percent.

What is ERAF?

ERAF is the Educational Revenue Augmentation Fund. During the recession of the early 1990s, the state took property taxes from special districts, cities and counties and shifted them into ERAF to offset its debt and spending obligations to education. That mandated property tax shift of precious local government revenue continues today despite the fiscal hardships it has caused local governments. Since ERAF began in 1992, the state has annually shifted over \$500 million in local property tax revenue from special districts.

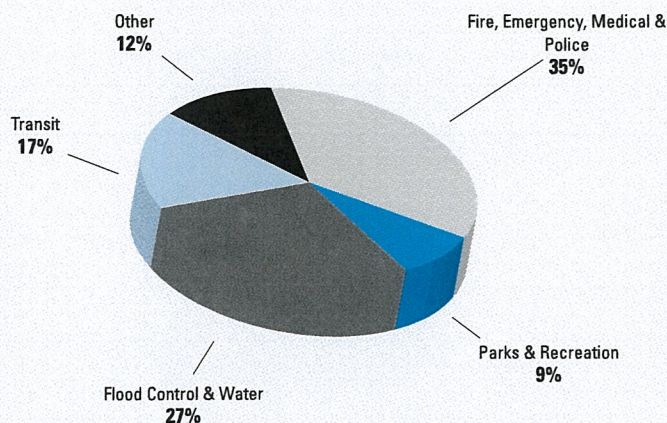
What is Proposition 1A?

Proposition 1A limited the state's future ability to transfer funds away from local governments, except in the case of fiscal emergencies. The amount is limited to eight percent of property tax revenues in a county and must be paid back within three years, with interest.

What is LAFCo?

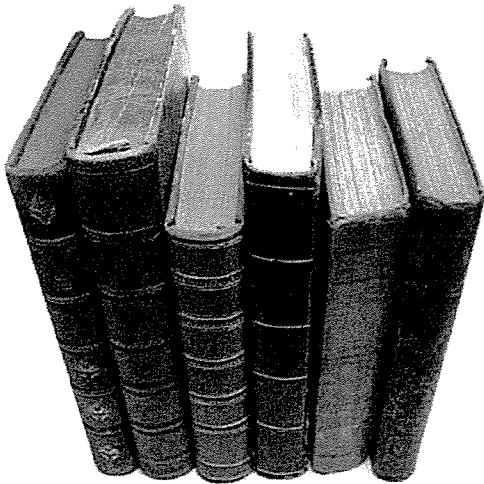
Local Agency Formation Commissions (LAFCo) are responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies that review ways to reorganize, simplify and streamline governmental structure and preparing a Sphere of Influence for each city and special district within each county. The LAFCo's efforts are directed to seeing that services are provided efficiently and economically while agricultural and open-space lands are protected.

Where do special district tax dollars go?



ETHICS LAWS

For Elected or Appointed Officials



Elected and appointed officials have an obligation to conduct business in an ethical manner and make decisions that are in the best interests of their constituents. As a board member/trustee for a special district, it is imperative that you keep the public's interests in mind and avoid any situations where your self interests are put first. Building the public's confidence and trust by demonstrating your ability to recognize potential ethics problems and then removing yourself from that situation is a key factor to your success as a board member/trustee.

There are a number of state laws that govern the ethical conduct of public officials. The most significant laws deal with conflict of interest and criminal activity/corruption as it relates to public officials and how they make decisions within their respective agencies.

Under the Political Reform Act, a public official may not participate in any way in a decision in which the public official has a "disqualifying conflict of interest." The law states that:

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

California Government Code §87100

As this applies to special districts, a conflict of interest regarding a particular district decision would exist if it were "... reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family ..." or any of one's other financial interests.

California Government Code §87103

In essence, the most important things you need to know about the Political Reform Act are:

- The law applies only to financial conflicts of interest—those arising from economic interests.
- Whether you have a conflict of interest depends heavily on the situation related to each district decision.
- The best way to avoid conflict of interest problems is to learn and recognize the various economic interests from which conflicts can arise.

In addition to the conflict of interest laws, public officials must also disclose all personal economic interests. Special district officials are affected through their respective district's conflict of interest code/policies that a district is required to have by law. Therefore, as a public official, you are required to file a "Statement of Economic Interests" with the Fair Political Practices Commission when

you begin your term, annually and when you end your term.

In the Statement of Economic Interests, public officials are required to disclose all sources of income as well as interests in real property, investments, gifts and the like. Given that it's the law and also that the public, including media, have full access to statements of economic interests, it is recommended that officials be completely open, honest and always disclose all financial interests as this could help prevent future problems.

There are numerous other legal "dos" and "don'ts" for public officials, many of which deal with personal loans, gifts, free travel, payments, honoraria, contracts and holding dual offices. It is recommended that officials research all of the specifics of the laws related to their position.

Lastly, there are additional laws that affect public officials and violation of them may not only cause you to lose your position, but also may result in criminal penalties. According to the publication *A Local Official's Guide to Ethics Laws* (2002 Edition) some areas that can result in criminal prosecution and/or forfeiture of office include:

- Bribery
- Payments for appointments to office
- Willful or corrupt misconduct in office
- Embezzlement
- Misuse of public funds
- Violation of the Open Meetings Law/ Brown Act
- Prohibited political activities
- Conviction of a crime

As can be seen above, public officials are held accountable for their actions both by their constituents who elect them and by the law. As an elected or appointed official

THE RALPH M. BROWN ACT

California Government Code §54950-54962

for a special district, it is your responsibility to promote ethical conduct within your district and understand the ethics laws to ensure that you are always keeping the interests of your constituents in the forefront.

AB 1234 and ethics training requirement

In 2005, the State Legislature passed Assembly Bill 1234 by Assembly Member Simon Salinas (D-Salinas), which requires local government officials to take ethics training every two years, with a requirement that they take their first training no later than a year after they start their first day of service with the district. This and similar legislation were proposed after incidences that occurred in several districts over lapses in ethical judgement.

Specifically, if a district provides any type of compensation, salary or stipend to any board member or provides any type of expense reimbursement, then all members of that board must participate in the ethics training, as well as any designated employees (like the general manager). The training must be at least two hours every two years, and a record must be kept by the district. These are public records and are subject to the California Public Records Act.

PUBLIC OFFICIAL ETHICS LAW RESOURCES

California Special Districts Association
www.csda.net

Institute for Local Government
www.ca-ilg.org

Fair Political Practices Commission
www.fppc.ca.gov

Official California Legislative Information
www.leginfo.ca.gov

Office of the Attorney General
www.ag.ca.gov



The basis of the Ralph M. Brown Act is that "All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency ..."

While the Brown Act has gone through a series of additions and amendments, the core of the Act remains the same: to ensure that the meetings of local government bodies, formal or informal, be open and accessible to the public at all times.

The Act begins by stating the following:

"In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not

good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."

As public agencies, special districts must comply with the Brown Act. This means meetings must be open to the public and agendas posted in a location accessible to the public and on the district website if it has one.

The Brown Act is very detailed as to what is permissible and is amended periodically. It is recommended that public officials read the Ralph M. Brown Act in its entirety and receive some type of training and/or read various publications on the Act.

BROWN ACT RESOURCES

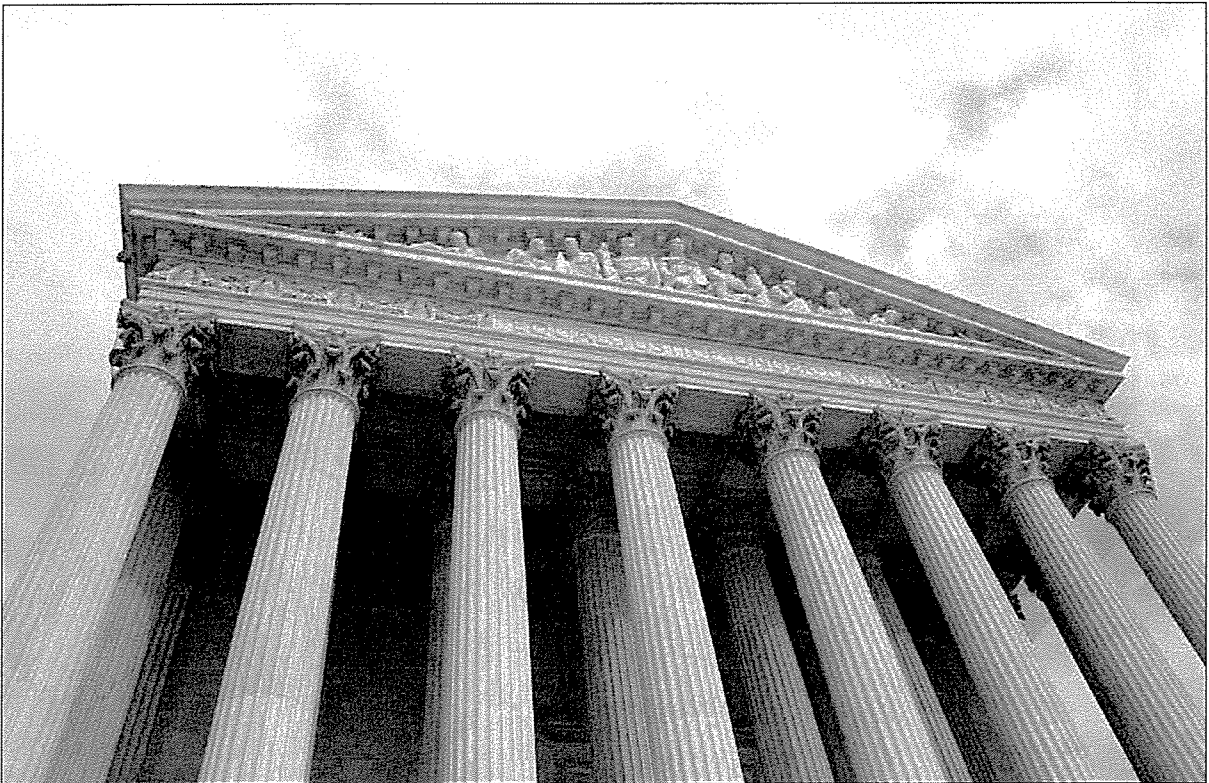
Open & Public IV: A User's Guide to the Ralph M. Brown Act
www.csda.net

Search CA law/codes
www.leginfo.ca.gov/calaw.html

Education/Trainings
www.csda.net

YOUR ROLE

AS A SPECIAL DISTRICT ADVOCATE



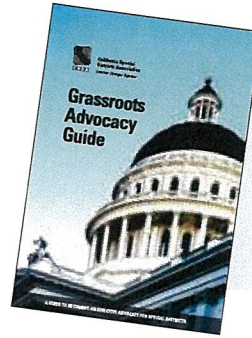
The special district community and its governing officials, more than ever, are coming together to create a presence and united voice. The California Special Districts Association (CSDA) is continuing to work to increase the visibility of special districts with key decision-makers and create a network of activists throughout California. All special district officials should play an active role in educating other local officials and legislators on special districts and the issues that impact their resources and services.

Special districts can no longer sit idle as competing interests vie for shrinking state resources. The time for active engagement is now!

Ever looming state budget deficits have necessitated increased legislative advocacy and grassroots engagement by special district officials in a more active and visible manner. It is the job of every elected official to educate state legislators early about special districts and gain support for protecting local revenues and services.

Meet with legislators

One of the key roles you can play as a board member/trustee and special district advocate is to meet with your legislators. Cultivating relationships with decision makers is essential; it is the most significant advocacy role you can play as a special district official. Meetings can be as simple as stopping by your legislator's



**DOWNLOAD
CSDA'S
GRASSROOTS
ADVOCACY GUIDE.
WWW.CSDA.NET**

local office to introduce yourself and the special district you represent, or even setting up a formal appointment to discuss issues that are facing your district and special districts in general.

Another possibility is to hold a breakfast or coffee event and invite the legislator and his or her staff to attend, or to take them on a tour of your facility. CSDA's Advocacy & Public Affairs Department can help districts set meetings with their legislators in the district or the Capitol. These are the most effective types of meetings.

Respond to Calls to Action

Throughout the legislative session, you may receive a "Call to Action" from various organizations, including CSDA. These Calls to Action typically pertain to a particular piece of legislation that will affect your district. It is imperative that you take a moment to review the information and take action! A visit, phone call, fax, email or letter to your legislator can make a huge difference on issues that could affect your district, and how it operates.

CSDA also regularly updates its Grassroots Action Center with the top legislative issues facing special districts, including tools that help districts take action such as sample letters. If your district is new to such efforts, CSDA offers members a Grassroots Advocacy Guide as well as sample policies for taking a position on legislation.

Get involved at the local and state levels

CSDA encourages all special district staff and board members/trustees to get involved in activities and events throughout the state. This includes participation in local special district chapters and LAFCo meetings, as well as statewide functions like CSDA's annual Special Districts Legislative Days. These are opportunities to learn and discuss the major issues of the year, as well participate in visits with legislators in the Capitol.

CSDA has a Grassroots Mobilization Survey, which asks board members and staff if they know a particular legislator, and how well they know that legislator. At specific points

during the legislative session, respondents will be asked to make a phone call or two to that legislator to support a bill that promotes special districts or to oppose legislation that would harm districts. If you know a legislator, be sure to fill out the Grassroots Mobilization Survey.

Work together with cities, counties and other special districts

Much like the special district you represent, the cities, counties and other special districts near you play an integral role in your region. As a board member/trustee, you should work to establish strong relationships and help to create an atmosphere that is conducive to sharing information and ideas with other local agencies.

Get to know other elected officials in your area. This will help you to better understand issues facing other local governments and can also assist in identifying issues that each agency may have in common. Partnering with cities, counties and other special districts on common issues can bring additional influence to a specific cause or legislative matter and result in benefiting each agency's constituents.

RESOURCES FOR BECOMING A SPECIAL DISTRICT ADVOCATE

California Special Districts Association (CSDA)
www.csdanet.org

League of California Cities
www.cacities.org

California State Association of Counties
www.counties.org

California Association of LAFCos
www.calafco.org

California State Senate
www.senate.ca.gov

California State Assembly
www.assembly.ca.gov



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
SERVING SPECIAL DISTRICTS



ENSURE YOUR DISTRICT IS A CURRENT MEMBER
by checking with your general manager or call 877-924-CSDA.

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

The California Special Districts Association (CSDA) is a 501(c)(6), not-for-profit association that was formed in 1969 to ensure the continued existence of local, independent special districts. For over 40 years, CSDA has been offering its members cost-efficient programs and representation at the State Capitol with a strong and diverse membership throughout California.

The association is governed by an 18-member Board of Directors elected by mail ballots. The Board consists of three board members/trustees from each of the six regions throughout California. Additionally, there are a number of committees and local chapters that provide input and guidance. **The CSDA standing committees include:**

**AUDIT | EDUCATION | ELECTIONS/BYLAWS |
FINANCE | FISCAL | LEGISLATIVE
MEMBERSHIP AND RECRUITMENT**

CSDA provides education and training, risk management and insurance coverages, industry-wide litigation, public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services and, most importantly, current information that is crucial to a special districts management and operational effectiveness.

CSDA is the only statewide association representing all types of independent special districts. Membership in CSDA is a valuable district's investment in its future! Through membership, special districts take an active role in educating the general public, their constituents and legislators as to the important role that special districts play in California.

CSDA BENEFITS & SERVICES

The purpose of the California Special Districts Association (CSDA) is to provide special districts throughout the state with representation, advocacy, education and services that can positively affect their operations. While our governmental affairs program serves the interests of all special districts in the state regardless of their affiliation with CSDA, these efforts are only possible with the support of these same special districts. Get involved through membership!

Legislative and legal representation

Legislative advocacy: CSDA is the only voice in the Capitol that represents and fights for all California special districts, regardless of services provided. CSDA employs full time in-house lobbyists who review and monitor every bill introduced for its potential impact on California's special districts. Any bills requiring action are quickly brought to the attention of the CSDA Legislative Committee and Board of Directors in order to determine a position on each respective issue and then lobbied accordingly.

Litigation support: CSDA often involves itself in litigation, or pending legal cases, on behalf of its members, including testifying in court, filing amicus briefs and requests for publication, among others.

Competitive risk management/workers' compensation/health coverage and financing opportunities

Special District Risk Management Authority (SDRMA): Through CSDA membership, districts can access quality coverage through SDRMA which has been created and run by special districts for 20 years. Because SDRMA is not subject to the profit-driven policies of private corporations, they offer tailored, comprehensive coverage at a substantial savings to special districts.

CSDA Finance Corporation: Need help funding capital improvement or equipment projects? The CSDA Finance Corporation was designed specifically to help CSDA members enhance revenues and reduce costs associated with these projects through the use of innovative finance programs.

Critical and current information

CSDA e-News: an electronic newsletter sent directly to your email every week, which includes updates on key legislation, information on new education workshops and trainings, and other important news that affects CSDA members and special districts in general. Additionally, there are job listings and sponsorship opportunities for those entities looking for publicity.

California Special District magazine: CSDA's bimonthly magazine, *California Special District*, is read not only by members of other special districts, but

(continued)

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

also by legislators and other decision-makers in the state. The articles highlight special district-specific topics, as well as broader policy issues that affect the state, like infrastructure and governance.

CSDA website – the CSDA website’s “Members Only” section houses tools and information useful to any and every special district and features, among other resources:

- A directory of your Senate and Assembly representatives and contact information;
- A list of bills important to special districts, CSDAs position on those bills and sample template letters for your district to use;
- Discounted pricing on publications at the online CSDA Bookstore;
- Reduced rates on classes and workshops by registering for an event through the Education Calendar;
- Links to additional resources related to special districts.

CSDA listserv: The email listserv provides a convenient way for CSDA members to discuss issues of importance with other special districts, share relevant information and get answers to questions from those most qualified to answer: people who have been through the same experiences.

Discount on publications: CSDA members receive significant savings on various guides, manuals and brochures offered through CSDA. Some of these include:

- A Local Official’s Guide to Ethics Laws: This comprehensive guide, published by

the Institute for Local Self Government and developed by a broad base of professionals from local agencies, is packed with useful information on the ethical “dos and don’ts” for elected or appointed public officials. Crucial areas covered include: public disclosure of personal economic interests, receipt of loans, gifts, travel payments and honoraria, conflicts of interest, campaign contributions and bias, having an interest in a contract, dual office holding and incompatible offices, and criminal misconduct in office. Each of your elected or appointed officials should have a copy of and read this document!

- California Independent Special Districts information brochure: This brochure, which is free of time-dated information to ensure a long shelf life, defines special districts, highlights the services they provide, outlines who runs them, and explains how they operate. This brochure serves as a great public information piece for your district constituents, local media representatives, and policymakers.
- Open & Public IV - A User’s Guide to the Ralph M. Brown Act: “All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency...” The main goal of this publication is to put the Ralph M. Brown Act in an easy to read format, so it can be readily understood by local officials, the public, and the news media. Topics covered in

Open & Public IV include: meetings, legislative bodies/committees, notice and agenda, teleconferencing, rights of the public and when to legally hold closed sessions. It is imperative that all district representatives have a clear understanding of the current Brown Act to avoid violations of the law.

- Sample Policy Handbook: This handbook is an accumulation of policies written and edited by Harry Ehrlich, as well as the adapted policies of various districts throughout the state. Handbook contents include: general board policies, including adoption and amendment of policies; over 80 personnel policies such as sexual harassment, advancement of wages, benefits, educational assistance and remuneration; operational policies on accounting, budget preparation and more; board of director policies such as the role of officers, attendances and committee makeup; board meeting policies regarding such issues as setting agenda, conduct and minutes; facilities development policies including annexation and environmental review guidelines. For a complete list of the contents in this handbook, contact the CSDA office.

Additional member benefits

Free legal advice: Every CSDA member is entitled to one hour of free legal advice to assist in resolving any legal issue or question. The CSDA legal counsel has been representing special districts for 50 years and is well versed in helping special districts in a variety of areas.



ENSURE YOUR DISTRICT IS A CURRENT MEMBER
by checking with your general manager or call 877-924-CSDA.

Local chapters: Several counties in California have a local chapter. These chapters provide a local forum for the discussion, consideration and interchange of ideas concerning local issues and CSDA's purposes and direction. Not only do these local chapters advocate at the local level, they also help to inform the public of the benefits of local control, establishing a local communication network and carrying out programs of mutual benefit to member districts. Get involved locally!

Hardworking, dedicated staff: The staff at CSDA is fully motivated and working hard every day of the week to represent you and ensure your district's success. We are here for you!

Professional Development Opportunities

CSDA is dedicated to providing high-quality educational opportunities at a reasonable price. The workshops offered vary from extensive board member and governance training to legal issues and the development of policy and personnel manuals. Workshops are offered throughout the year and at special district office locations throughout California. We now offer a variety of webinars specifically designed for special districts. Webinars provide yet another avenue to stay current and receive continuing education on a variety of topics.

Special District Leadership Academy

One of the most significant and comprehensive training series a special district board member should participate

in is the CSDA Leadership Academy. The Academy focuses on four areas that all board members should know in order to do their jobs effectively. These include:

- 1) Governance foundations
- 2) Setting direction/community leadership
- 3) The Board's role in human resources
- 4) The Board's role in finance

CSDA has developed this program and curriculum in conjunction with experts in governance as well as highly experienced special district officials and managers.

Annual Conference

The CSDA Annual Conference is an opportunity for special district employees, managers and board members to receive the latest information about special districts and the issues facing them, as well as attend workshops on the latest management techniques. The conference is also an outstanding place to visit with exhibitors and meet and network with your peers from other special districts throughout the state.

Special Districts Legislative Days

CSDA's Legislative Days is an annual two-day legislative conference in Sacramento. Special district leaders come to the state's Capitol to exchange ideas with legislators and Capitol staff who are critical to the growth and survival of special districts and hear from key legislators and policy experts on topics that directly impact special districts. District representatives

also get to know legislators, staff and policy experts in a casual setting at the legislative reception.

Special District Leadership Foundation (SDLF)

The SDLF is a collaborative effort of eight special district organizations dedicated to excellence in local government. SDLF has implemented the Special District Administrator Certification Program, which certifies those who succeed as one of the "best of the best" in their profession. The Foundation also has implemented a similar program for special district governing officials and has endorsed the CSDA Leadership Academy as its core governance training. Lastly, a program called Districts of Distinction showcases the best of the best in districts.

Open, Ethical Leadership: AB 1234 compliance

CSDA has worked in collaboration with highly respected law firms specializing in local governments to develop the content and curriculum for ethics training courses. Board members are required by law to take a two-hour ethics training course every two years and this workshop that CSDA offers satisfies this requirement. Remember—it's the law!

Networking Opportunities

CSDA's Annual Conferences, seminars and Special Districts Legislative Days provide unequalled opportunities to network with others in your chosen profession and discuss common problems, solutions and experiences.

A MORE ACTIVE AND VISIBLE APPROACH

For CSDA

CSDA is taking a more active and visible leadership role in advancing the cause of special districts.

One of the most significant goals of CSDA is to build support for special district issues by educating key decision-makers and the media about the value of special districts in providing essential services that voters want and need. By expanding our base of influence, we are raising the visibility and clout of special districts to make your voices heard.

CSDA is focusing more on the policy arena to strengthen special districts' voice and enhance your visibility in the State Capitol. CSDA has a focused mission toward grassroots and public outreach in strategic coordination with traditional lobbying efforts.

CSDA is positioned, now more than ever, as a powerful advocate, key resource and referral network on issues that impact special districts. This new approach signals an opportunity for us to elevate the profile and influence of special districts and to provide CSDA with the firepower it needs to become a leading advocate and key resource on issues that impact special districts.

To get there, CSDA will continue to:

- Build support for special district issues by educating key decision-makers and the media about the value of special districts in providing essential services that voters want and need.

- Focus on common interests and help districts better serve their customers by placing a greater emphasis on top-notch education and training in advocacy, governance, administration, risk management and finance.
- Strengthen our connection and value to special districts by improving our communications channels, information sources and membership forums.
- Focus on the Special District Leadership Academy—the only curriculum endorsed by the Special District Leadership Foundation.

Grassroots mobilization

CSDA's effectiveness on legislative matters is directly linked to the level of participation of special districts and we need active engagement in our advocacy programs to establish a strong and lasting presence. This means being continually responsive to calls for action and cultivating relationships with your constituencies and key decision-makers on the state and local levels to build a strong coalition of support.

CSDA is committed to an effective grassroots mobilization effort. As a special district board member/trustee, you may have relationships to state legislators that would be beneficial to the entire special district community in California. CSDA has a survey to find out who exactly you know in the Capitol so we can make that important connection when an important vote is needed to promote and protect special districts.

CSDA CORE BELIEFS

The CSDA Board of Directors believes that special districts are closest to the community and the most responsive form of local government in California.

The Board therefore believes that CSDA can and should:

- Be the leading and passionate voice for all special districts.
- Be aggressive and resolute in representing and advocating for the needs of all special districts.
- Strengthen support for special districts by educating the public, media and public policy makers on all levels on the value and function of special districts.
- Capitalize on the strengths of the diversity of special districts, fully representing all types and forms of districts.
- Be the premiere training provider for all special districts, striving for effective governance, leadership and administration.
- Provide a wide range of high-quality services and resources to member districts.

COMMUNICATING WITH THE MEDIA



In your term as a special district board member/trustee, you will undoubtedly be involved with some type of media contact. Whether it's a local newspaper, trade journal, television or radio station, independent journalist or being asked to participate in a news conference, it's imperative that you be prepared. These are a few general talking points that you can use to ensure that you have a consistent message and focused answers to tough questions.

Key Media Messages

Special districts are an integral part of the local government framework.

Special districts work hand-in-hand with cities and counties to fulfill all of California's public service needs.

Special districts are a form of local government. They are not cities; they are not counties; they are not school districts; they are not Mello-Roos districts; and they are not state government. Special districts are limited-purpose local governments providing only the services their constituents want and need.

Special districts fill voids in city and county services and heighten the level of services desired by their constituencies.

Special districts can serve single or multiple functions and can serve small neighborhoods or large regions. They tailor their services to citizen demand.

Special districts are funded either through a share of local property tax revenue and/or fees generated from their constituents who vote to form them and hold them accountable for all that they do.

Special districts are special because they provide focused services that residents in their communities want, need and approve at the ballot box.

No special district can operate without the consent of voters deciding what services they want for their communities.

Nearly all of California residents rely on special districts for some form of service that is delivered to their homes, businesses and/or communities.

Everyday, millions of Californians are served by special districts. This includes the water that brews our coffee in the morning, the parks our children enjoy, the street lights and the fire trucks we depend on, an evening BBQ without mosquitoes, the books that enrich our knowledge—all thanks to special districts.

Special districts serve the public by delivering critical, life-saving fire and police protection, as well as essential healthcare services.

Special districts are closest to the communities they serve and therefore provide expedient and responsive services to customers.

Independent special districts are governed by their own boards of directors. They are elected by voters in their district or appointed to fixed terms by elected officials in their district who are accountable to their constituents.

Special district board members and trustees all take an ethics training course every two years to ensure what they do on a day-to-day basis is compliant with state law and to best serve their constituents.

Special districts only provide the services that their constituents want and need.

(continued)

COMMUNICATING WITH THE MEDIA

Special districts can link costs to benefits. That is, only those who benefit from special district services pay for them. Those who do not benefit do not pay.

Special districts are open, visible and accountable to their constituents.

Special districts are visible because their services are either used or seen almost everyday by their constituents.

As public agencies, special districts must comply with the Brown Act, which means meetings of their governing boards must be open and publicly announced.

Special districts cannot be formed without the consent of a majority of voters in their districts, and they cannot raise taxes without two-thirds support.

Special districts are accountable to voters and the customers who use their services. They must submit annual financial reports to the State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping and elections.

Special districts do their jobs and do their jobs well. Like any public entity, not much is reported about them when customers are pleased and things are going well. It's typically when controversy arises like a rate hike or service reduction that they become more apparent. As the Little Hoover Commission agrees: "No news is good news. The vast majority of special districts are successful and clearly many are."

Special districts and the core services they provide will be devastated if the state continues to balance the books off the backs of local governments.

Special districts have lost \$10 billion since the state began shifting local property tax revenue to offset its own debt and spending obligations as far back as 1992 and it continues to shift over \$500 million per year.

Property tax revenue losses are particularly difficult for independent special districts because, unlike cities and counties, property tax revenue is often the sole or primary source of funding for the provision of services.

Loss of additional local government revenue to the state presents a serious hardship for many independent special districts that can only be absorbed by program cuts and staff and service reductions.

It's unfair to ask residents of special districts to replace the property tax revenue taken by the state that they originally voted to go to special districts. This could result in double taxation on these residents just to restore the same services to their original level.

RESPONSES

to tough questions

Why are some special districts supported by property taxes, others by fees or both?

Special districts designated as “non-enterprise districts” are funded through a portion of property taxes. They don’t lend themselves to fees because the services benefit the entire community and not just individual residents. About three-quarters of the state’s special districts are non-enterprise districts. Some of them include libraries, police and fire protection, mosquito and vector control, and public cemeteries. Though non-enterprise districts rely overwhelmingly on property taxes for their operational expenses, certain services, such as a park district’s pool, can generate a small amount of fee revenue.

Special districts that are designated as “enterprise districts” run more like a business enterprise and therefore charge customers “user fees” for specific services provided. For example: water rates for the amount of water consumed or room charges for patient hospital stays. Virtually all water, wastewater and healthcare districts are enterprise districts.

Both enterprise and non-enterprise districts can pursue bonds to pay for capital improvements—for instance, to pay for a new dam or library building. In such cases they must receive a two-thirds majority vote to issue general obligation bonds backed by property taxes.

While some enterprise districts are supported by both property taxes and user fees, the property tax revenue they receive is typically minimal and primarily used to pay for their bond debts and/or stabilize rates.

How are special districts staffed? Don’t they have board members who are heavily compensated for doing very little?

The staffing of special districts is based on size and budget. Some rural districts operate only with volunteers or staff that is paid minimally. For others, the administration or staffing may require a larger commitment of resources. The budget allocated for the operational needs of the special district is approved by an elected board in a public meeting. Board member compensation is set in statute by the Legislature. Some districts have the statutory authority to adjust their board member compensation.

Can special districts tax a resident without his/her consent?

No. Proposition 13 limited property taxes to one percent of property value. Many special districts get a share of these revenues and if they require additional revenue, they must get the approval of voters by a two-thirds majority.

Once a special district is formed, how much is a resident taxed for the services received?

The individual is taxed based on a portion of what is reallocated to that special district from the total amount of property tax revenue collected for local government purposes.

If a special district wants more than what the original allocation provided, it can request “special taxes” but Prop 13 and state law require that special taxes be approved by a two-thirds majority vote. A general obligation bond that raises property taxes also requires two-thirds voter approval.

Special assessments are another way voters can pay for special district services. But unlike special taxes, property owners pay benefit assessments only for the projects or services that directly benefit their property such as sewers, parks and water systems. In such cases, the amount of the assessment must be directly related to the benefit received. Proposition 218 enacted in 1996 required local governments, including special districts, to get weighted ballot approval from property owners before they can levy benefit assessments.

Why do we have Mello-Roos districts and special districts funding our services? Doesn’t that amount to double taxation?

Mello-Roos is just a funding mechanism. You cannot visit or see a Mello-Roos district. Special districts deliver services; Mello-Roos districts do not. California law allows many special districts along with cities and counties and schools to establish Mello-Roos districts to finance public works and public services. Local governments use Mello-Roos solely as a financing tool to provide the essential services their constituents want and need.

Wouldn’t you say special districts are the worst form of fragmented government?

Special districts actually are the best real-world solution to meet the essential public service needs of citizens that are not already being met by cities and counties because of a lack of funding or infrastructure.

(continued)

RESPONSES

to tough questions

There are approximately 2,100 special districts compared to 480 cities and 58 counties. Why so many and why can't they be consolidated to save taxpayers money?

What really matters is the quality of services and how well a special district responds to the customers it serves. Consolidation may work in some cases. In fact, CSDA and special districts are open to reorganization if it is deemed to be cost-effective, lead to increased efficiency and is supported by the constituents they serve.

But when special districts merge into a larger district, they must serve a much larger area. And when that happens, they may become further removed from the neighborhood residents who originally created them. Consolidation, often, may end up costing customers more in the long run. First, costly studies must be conducted to determine if merging is even feasible or acceptable to voters. After that is done, the districts may find that they lack the infrastructure to consolidate if, for instance, existing sewer or water pipes cannot be connected or replaced to cover larger areas.

Aren't special districts seen as inefficient because of the abundance of services that seem to overlap or are duplicative?

While special districts may dot many local landscapes, they are the closest public agencies to the communities they serve and therefore are able to provide the most expedient and responsive services. Furthermore, because special districts focus on a single function or limited functions, they are able to focus their efforts, which leads to discipline and innovation.

Every county has a Local Agency Formation Commission (LAFCO) that ensures the services provided by special districts and other local agencies do not overlap. LAFCOs also conduct Municipal Service Reviews on special districts every 5 years.

What is ERAF?

ERAF is the Education Revenue Augmentation Fund. During the recession of the early 1990s, the state took property taxes from special districts, cities and counties and shifted them into ERAF to offset its debt and spending obligations. That mandated property tax shift of precious local government revenue continues today despite the fiscal hardships it has caused local governments.

How much has been lost because of ERAF?

Since ERAF began in 1992, the state has shifted over \$10 billion in local property tax revenue from special districts, and continues to shift about \$500 million per year.

If special districts are hurting for so much funding because of ERAF and Prop 13, why do some have such huge reserves?

Special districts, like cities and counties, need reserves to ensure they can respond to their constituents in the event of emergencies or disasters like flooding and earthquakes. Prudent reserves often are needed to accumulate the capital to pay for large public works projects. In addition, reserves provide a safety cushion in lean years, stabilizing consumers' rates.

CSDA has developed the Special District Reserve Guidelines, a comprehensive guide for accumulation and management

of special district reserves. The report sets strict policy procedures and high standards for all independent special district members to follow in handling their fiduciary responsibilities.

Note: The Guidelines are available through CSDA at no cost to members.

What's to stop some special district administrators from using these reserves for high-priced junkets or for "official meetings" that turn out to be nothing more than free vacations?

Local accountability is key here. As the public agencies that are closest to the people they serve, special districts are directly accountable to their constituents. As such, their leaders will be held to answer to the voters who elected them or elected officials who appointed them for any actions that come into question.

How are special districts scrutinized? Who are they accountable to and how often must they undergo checks and balances?

Special districts are accountable to the voters who elect their boards of directors and the customers who use their services—just like city council members, boards of supervisors, and state and federal legislators. Special districts must submit annual financial reports to the California State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping and elections.

As public agencies, special districts must comply with the Brown Act. Meetings must be open and public. Special districts cannot form, their rates cannot increase nor can their governing boards be elected without the consent of a majority of voters in their district.



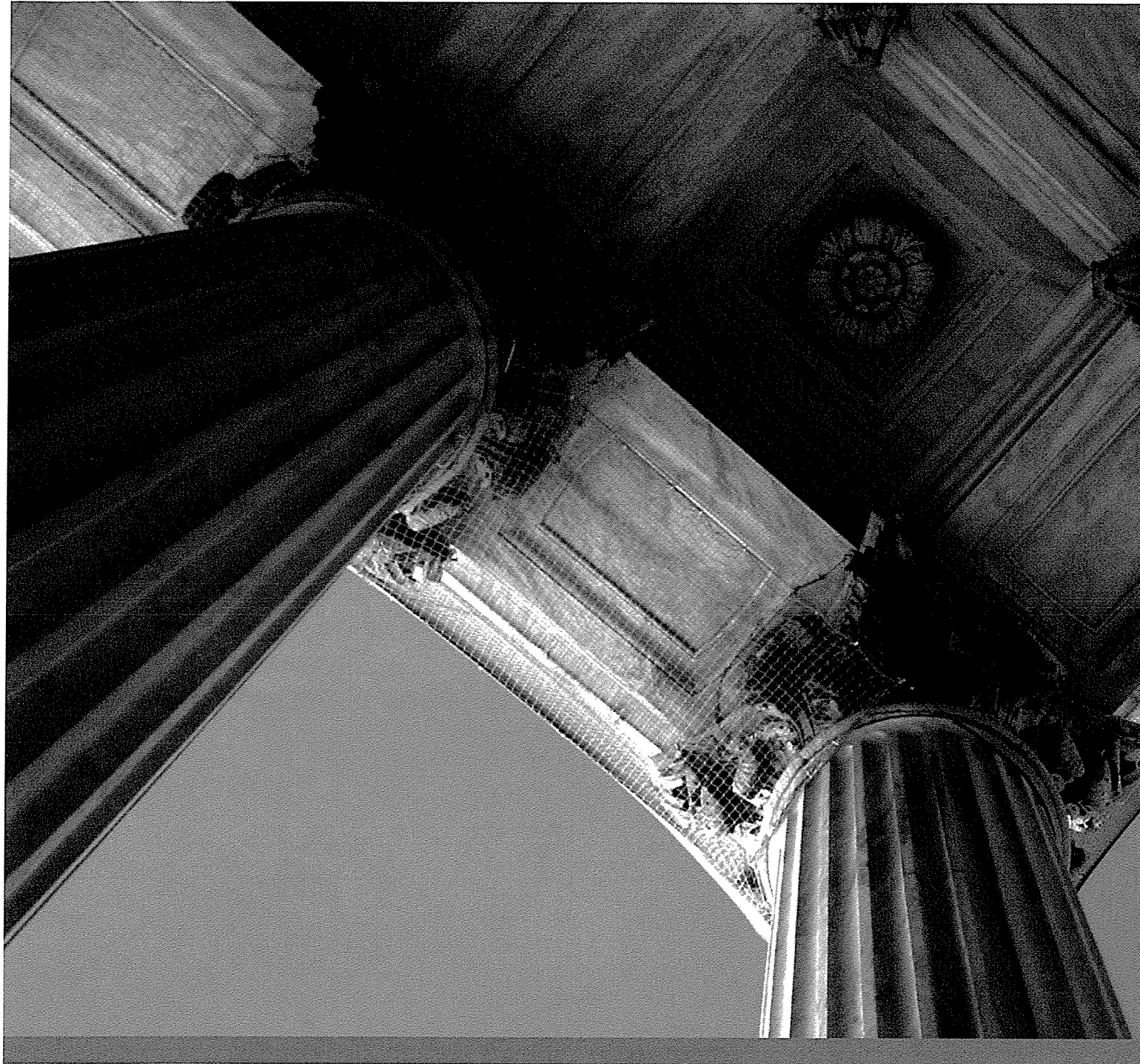
IN SUMMARY

In summary, being a special district board member/trustee is an important job and one that should be taken seriously. Clearly, the position requires that elected or appointed officials wear numerous hats and be knowledgeable in a wide range of areas. The California Special Districts Association (CSDA) has developed this handbook to provide board members/trustees with some of the core information that is needed to be an effective and productive official within a special district. CSDA encourages officials to do further research, use the resources referenced throughout the handbook, participate in continuing education opportunities and seek the expertise of legal counsel where appropriate.

Most importantly, use CSDA as the first resource on special district issues. We welcome any feedback on this handbook or how CSDA can better serve special districts in California. 877-924-2732.

“The most remarkable thing about our country is that; ordinary citizens control almost every major institution, public and private ... Does this make sense? What it makes is a democracy. We, the people, govern ourselves.”

Henry N. Brickell, Regina H. Paul in Time for Curriculum



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