



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, August 9, 2023, 5:00 p.m.
Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223

AGENDA

www.bcvparks.com

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when state or local officials have imposed or recommended measures to promote social distancing after making certain findings. See Gov. Code § 54953.

Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. I.

The Workshop and Regular Session is available by calling: +1 (669) 900-6833. Meeting ID: 948 9929 3193

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/94899293193>

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at **5:00 p.m.**

Roll Call: Vacant, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

Invocation: Reverend Bill Dunn

Pledge of Allegiance: Chairman Hughes

Presentations: Happy birthday to Chairman Hughes, Vice-Chair/Secretary Diercks, and Director Ward.

- Noah Valdivia – Swing Time Golf
- Beaumont Youth Baseball

Adjustments to Agenda: Government code sec 54954.2 provides "upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a) "

1. PUBLIC COMMENT:

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

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

- 2.1 Minutes of July 12, 2023
- 2.2 Bank Balances for July 2023
- 2.3 Warrants for July 2023
- 2.4 Notification of Vacancy
- 2.5 Approve Special Provision Allowing for Teleconference Meetings Pursuant to AB 361

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

- 3.1 Approval of Destruction of Records
- 3.2 Approval of CERBT Delegation of Authority Form
- 3.3 Approval of the Noble Creek Regional Park Meadow Fencing
- 3.4 Approval of LAFCO 2023 Countywide Oversight Board Ballot
- 3.5 Approval of Updated General Manager Agreement and Job Description
- 3.6 Approval of UCI Funding

4. DEPARTMENT REPORTS:

Human Resources Assistant/Clerk of the Board: Ryann Flores
Athletic Facilities Coordinator: Noah Valdivia
Activities Coordinator: Damon Valdivia
Assistant Maintenance Superintendent: Aaron Morris
Executive Assistant: Nancy Law
Assistant General Manager/Human Resources Administrator: Mickey Valdivia
General Manager: Duane Burk

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Unified School District. Next meeting September 6, 2023
- Finance – 1st Thursday of Every Month 4:00 p.m. NCCC.
- Personnel – 1st Tuesday of Every Month 11:30 a.m.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly 3:00 p.m.
- BCVRPD Board Meeting Schedule, NCCC
 - September 13, 2023
 - October 11, 2023
 - November 8, 2023
 - December 13, 2023

5.2 Upcoming Holidays

September 4, 2023 – Labor Day
November 11, 2023 – Veteran’s Day
November 23, 2023 – Thanksgiving Day
November 24, 2023 – Day after Thanksgiving
December 24, 2023 – Christmas Eve
December 25, 2023 – Christmas Day
December 31, 2023 – New Year’s Eve

5.3 Events

September 15 – 17, 2023 – 33rd Annual Oktoberfest at Noble Creek Regional Park Meadow

6. DIRECTORS MATTERS/COMMITTEE REPORTS

7. ADJOURNMENT:

DISTRICT CLOSED SESSION: Closed session to begin following Regular Session.

1. General Manager Evaluation pursuant to California Government Code Section 54957(b).

Roll Call: Vacant, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Ryann Flores 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 Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District web site August 4, 2023.

Ryann Flores

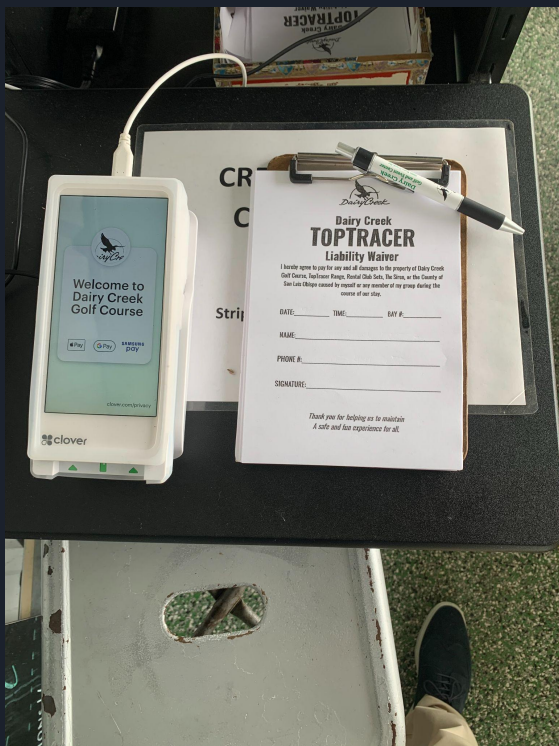
Ryann Flores, BCVRPD Clerk of the Board



Dairy Creek-Swing Time -
San Luis Obispo CA
June 2023

Attendees - Duane Burk, Dan Hughes,
Mickey Valdivia, Nick Hughes and Noah
Valdivia

- The County of San Luis Obispo and SwingTime have a public-private partnership in order to operate this facility.
- This concept could be introduced as an option for DTR















BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, July 12, 2023, 5:00 p.m.

MINUTES

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings.

DISTRICT CLOSED SESSION – Closed session to begin at 4:30 p.m.

1. General Manager Evaluation pursuant to California Government Code Section 54957(b).

Regular session began at 4:36 p.m.

Roll Call:

Director Aldrich: Present

Director Ward: Arrived at 4:37 p.m. via telephone

Treasurer Flores: Arrived at 4:47 p.m. via telephone

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

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

Albert Maldonado reiterated that Closed Session is regarding the General Manager Evaluation pursuant to California Government Code Section 54957(b).

Chairman Hughes opened public comment at 4:37 p.m. Hearing none, public comment ended at 4:37 p.m.

Albert Maldonado reported out on Closed Session. There were no reportable actions.

Closed session ended at 6:10 p.m.

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at 5:00 p.m.

Regular session began at 6:15 p.m.

Roll Call:

Director Aldrich: Present

Director Ward: Present

Treasurer Flores: Arrived at 6:17 p.m. via teleconference

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

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

Invocation: Pastor Paul departed prior to start of meeting due to Closed Session going over. Chairman Hughes gave the invocation.

Pledge of Allegiance: Director Ward

Presentations: None.

Adjustments to Agenda: District Regular Session to be moved prior to Foundation Regular Session due to timing.

Initial Motion: Director Ward

Second: Vice Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Absent for vote

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

1. PUBLIC COMMENT:

Chairman Hughes opened public comment at 6:15 p.m. Hearing none, public comment ended at 6:15 p.m.

2. CONSENT CALENDAR:

2.1 Minutes of June 14, 2023

2.2 Minutes of June 19, 2023

2.3 Minutes of June 26, 2023

2.4 Bank Balances for June 2023

2.5 Warrants for June 2023

2.6 Approve Special Provision Allowing for Teleconference Meetings Pursuant to AB 361

Albert Maldonado commented on item 2.6. He stated the Board has voted to hold teleconference meetings under AB361. The District needs to make certain findings every 30 days to continue teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The Distronsider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing.

General Manager Duane Burk noted that the District has gone through a complete software renovation as there are a couple of typos in the Board packet. In the Closed Session, it should read Director Aldrich rather than De La Cruz.

Chairman Hughes opened for public comment at 6:18 p.m. Hearing none, public comment closed at 6:18 p.m.

Motion was made to accept items 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6.

Initial Motion: Director Ward

Second: Vice Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

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

3.1 Approval to Authorize Payment for Merlin Johnson Construction

As noted, before, General Manager Duane Burk mentioned that there was a typo in the staff report for item 3.1 where it states Bogart. Rather than Bogart, it should state Noble Creek.

Chairman Hughes opened public comment at 6:20 p.m. Hearing none, public comment ended at 6:20 p.m.

Motion was made to accept item 3.1.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Aldrich
Result of Motion: Carried 5-0
Director Aldrich: Aye
Director Ward: Aye
Treasurer Flores: Aye
Vice-Chair/Secretary Diercks: Aye
Chairman Hughes: Aye

3.2 Approval of Pay Scales Due to COLA

Chairman Hughes opened public comment at 6:21 p.m. Hearing none, public comment ended at 6:22 p.m. General Manager Duane Burk asked the record to reflect that the Board approved the scale increase on the ranges.

Motion was made to accept item 3.2.

Initial Motion: Director Ward
Second: Vice-Chair/Secretary Diercks
Result of Motion: Carried 5-0
Director Aldrich: Aye
Director Ward: Aye
Treasurer Flores: Aye
Vice-Chair/Secretary Diercks: Aye
Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

None.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

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5.2 Upcoming Holidays

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December 25, 2023 – Christmas Day
December 31, 2023 – New Year’s Eve

5.3 Events

July 17, 2023 – Movie Under the Stars at Noble Creek Regional Park Meadow
September 15 – 17, 2023 – 33rd Annual Oktoberfest at Noble Creek Regional Park Meadow

DIRECTORS MATTERS/COMMITTEE REPORTS

Director Aldrich:

Mike had no comments.

Director Ward:

Denise thanked all staff and has attended several personnel committee meetings which are going great. She loves all the information that is being provided. She stated that the facilities look great, and she loves Bogart Park. She was very pleased with the raising of the flags and gave a great job to Lilian. She has a lot more to say but will save it for another time.

Treasurer Flores:

John had no comments.

Vice Chair/Secretary Diercks:

Chris had no comments.

Chairman Hughes:

Dan had no comments.

General Manger Duane Burk noted that the June 24th Bogart event was a collaboration between the District staff and the Foundation staff, Nick Hughes, Lilian, Mickey, and staff here. He said that it was an eventful moment and there was much pride in the community when putting up something that is monumental to a community that will designate Bogart in infamy. He just wanted to make sure that in his last staff report, the Board knows we can continue selling bricks through the Foundation and efforts of the community to memorialize that epic candlelight trail in a way that they could go on in perpetuity. As long as he is around, he would like to see that continue.

Duane asked Ryann Flores to read his retirement letter on behalf of himself into the record.

Duane then closed the meeting with a prayer for Director John Flores' mother.

6. ADJOURNMENT:

Motion made to adjourn the meeting at 6:28 p.m.

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 7/31/2023

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 70,567.10	\$ 568,736.67	\$ 605,047.84	\$ 106,878.27	
2 Bank of Hemet - Payroll Account	\$ 52,006.10	\$ 99,330.39	\$ 102,000.00	\$ 54,675.71	
3 Bank of Hemet - Project Loan	\$ 3,371.52			\$ 3,371.52	
4 Bank of Hemet - Bogart	\$ 7,636.71	\$ 75,546.26	\$ 74,615.00	\$ 6,705.45	
5 Bank of Hemet MM	\$ 226,263.28		\$ 7,587.20	\$ 233,850.48	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 179,139.25	\$ 91,982.19	\$ 5,008.80	\$ 92,165.86	
7 Bank of Hemet - Quimby/DIF	\$ 197,354.95	\$ 20,000.00	\$ 5,596.28	\$ 182,951.23	
9 Riverside County Fund	\$ 967,468.29	\$ 300,000.00	\$ 38,484.05	\$ 705,952.34	
10	\$ 1,703,807.20	\$ 1,155,595.51	\$ 838,339.17	\$ 1,386,550.86	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 123,690.42	\$ 91,982.19	\$ 5,000.00	\$ 36,708.23	NOT to be USED
13 Capital Reserve	\$ 55,448.83		\$ 8.80	\$ 55,457.63	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 179,139.25	\$ 91,982.19	\$ 5,008.80	\$ 92,165.86	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 7/31/2023

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 75,593.66	\$ 3,237.63	\$ 4,124.00	\$ 76,480.03	

Beaumont Cherry Valley Recreation & Park District

Check Warrant

HCN Bank - Operating

July 2023

Type	Date	Num	Name	Memo	Amount
10005 - HCN Bank - Operating					
Check	07/03/2023	DC07032023	Rawlings	Adult Softball - Softballs	-1,486.95
Bill Pmt -Check	07/05/2023	2402016-18	CalPers	Employee - Retirement	-6,828.83
Bill Pmt -Check	07/05/2023	7000455431	SCE (700194594370)	Utilities - Electric - James Hughes Trailer	-209.63
Bill Pmt -Check	07/05/2023	6006191361	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-344.92
Bill Pmt -Check	07/05/2023	6006191362	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-271.84
Bill Pmt -Check	07/05/2023	6006191363	SCE (700518137163)	Utilities - Electric - RV Park	-2,329.74
Bill Pmt -Check	07/05/2023	6006191357	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-1,682.41
Bill Pmt -Check	07/05/2023	6006191359	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Areana & Field 5/6	-778.79
Check	07/05/2023	Fees	EPX	Fees - Credit Card Machine	-106.84
Check	07/06/2023	125955	Donn Gerald Ulanday	Refundable Security Deposit - 06/22/2023 NCCC "Birthday Party"	-500.00
Check	07/06/2023	125956	Lanair Slaughter	Refundable Security Deposit - 06/25/2023 NCCC "Baby Shower"	-500.00
Check	07/06/2023	125957	Anny Gutierrez	Refundable Security Deposit - 06/03/2023 - Sweet 16 NCCC	-475.00
Check	07/06/2023	125949	Michael Ruffolo	Adult Softball Umpire	-240.00
Check	07/06/2023	125950	Malik Coleman	Adult Softball Umpire	-180.00
Bill Pmt -Check	07/06/2023	125951	Matthew Pistilli Landscape	Weekly Landscape Services	-900.00
Check	07/08/2023	NL07082023	HP Store	Insta Ink - Finance Printer	-12.92
Check	07/10/2023	125952	Dan Hughes	Director Fees - June 2023	-600.00
Check	07/10/2023	125953	Sarah Lara	Refundable Security Deposit - Going Away Graduation - 6/24/2023	-500.00
Bill Pmt -Check	07/10/2023	125954	Kaboo Leasing Co.	Repair to tractor frame	-600.00
Check	07/10/2023	FEE	Exact	Service Fee - Kiosk Bogart	-24.99
Check	07/10/2023	NL07102023	Amazon.com	Replacement Fan - Bogart Kiosk	-20.46
Bill Pmt -Check	07/11/2023	p236W3C6	Frontier (9518455721) G	Monthly Wifi Service - Grange	-136.76
Bill Pmt -Check	07/11/2023	p236W3C6	Frontier (9518459910) WC	Monthly Wifi Service - Woman's Club	-136.76
Bill Pmt -Check	07/11/2023	8307549518	Colonial Life	Employee Life Insurance	-641.25
Bill Pmt -Check	07/11/2023	1002408078	CalPers	Employee - Health Insurance	-4,596.35
Bill Pmt -Check	07/11/2023	1002408082	CalPers	Employee - 457 Plan	-649.72
Bill Pmt -Check	07/11/2023	6006355265	SCE (700005100729)	Utilities - Electric - Grange, Snack Bar, Maintenance, Woman's Club & NCCC	-4,214.76
Check	07/11/2023	RF07112023	Amazon.com	Movies Under the Stars - Craft Supplies	-16.00
Check	07/11/2023	RF07112024	Amazon.com	Movies Under the Stars/Office Supplies & Joint Event	-1,239.66
Check	07/11/2023	RF07112023	Amazon.com	Office Supplies - Printer Toner Cartridge	-188.44
Check	07/11/2023	RF07112024	Amazon.com	Movies Under the Stars - T-shirt	-34.47

Beaumont Cherry Valley Recreation & Park District

Check Warrant

HCN Bank - Operating

July 2023

Type	Date	Num	Name	Memo	Amount
Check	07/12/2023	125958	Megan Brown	Refundable Security Deposit - Wedding 06/10/2023 Franco Garden	-450.00
Check	07/12/2023	125959	Leslie Wood	Refundable Security Deposit - Leslie Wood - Wedding 06/26/2023 Franco Garden Employee Rate	-250.00
Bill Pmt -Check	07/12/2023	125960	Acorn Technology Services	Monthly IT Service	-2,020.00
Bill Pmt -Check	07/12/2023	125961	Action True Value Hardware	Supplies for Cinco De Mayo Event - Gloves, Propane, Zip ties	-90.27
Bill Pmt -Check	07/12/2023	125962	All Purpose Rentals	Lift rental - Banner install NCRP	-590.00
Bill Pmt -Check	07/12/2023	125963	Awards & Specialties	Plaque for Memorial Wall "Joe Pistilli" 8x10	-543.75
Bill Pmt -Check	07/12/2023	125964	Bay Alarm Company	Monthly Alarm Service - West Snack Bar, East Snack Bar	-65.00
Bill Pmt -Check	07/12/2023	125965	Beaumont Do it Best	Railroad Ties - Horseshoe Tournament, Replacement of Flakes & (12) units of Plaster Sand Grounds	-716.69
Bill Pmt -Check	07/12/2023	125966	Beaumont Safe & Lock	(10) Hockey Key Arena, (10 NCCC Inside, (2) HR/AGM, (10) RR	-131.05
Bill Pmt -Check	07/12/2023	125967	Best Best & Krieger	Legal Service: General - Board Meetings	-1,495.20
Bill Pmt -Check	07/12/2023	125968	Cintas	Weekly Janitorial Supplies/Uniform Service	-3,981.26
Bill Pmt -Check	07/12/2023	125969	Clark Pest Control	NCRP - Pest Control Service	-876.00
Bill Pmt -Check	07/12/2023	125970	CPS HR Consulting	HR Audit Progress through April 2023	-6,611.25
Bill Pmt -Check	07/12/2023	125971	Department of Forestry & Fire Protection	Bogart Grounds Clean-up 12/20, 02/21-02/22 & 04/24, Oktoberfest Setup/Tear down/Winterfest Tent Setup/Teardown	-3,401.70
Bill Pmt -Check	07/12/2023	125972	Dutch Touch Window Cleaning	Qrtly - Pressure Wash Flat Surfaces, In and Out of Windows & cobweb Service - Woman's Club, Grange & NCCC	-1,065.00
Bill Pmt -Check	07/12/2023	125973	Elite Fire Protection	Yearly Fire Extinguisher Inspection	-862.81
Bill Pmt -Check	07/12/2023	125974	Frontier (2091883458) Maint	Monthly Wifi Service - Maintenance	-120.51
Bill Pmt -Check	07/12/2023	125975	Land Engineering Consultants, Inc.	DTR Filing and recording of 2 acres - Sewer Improvement Plan	-1,827.00
Bill Pmt -Check	07/12/2023	125976	NRPA	Membership Renewal - (Duane Burk)	-180.00
Bill Pmt -Check	07/12/2023	125977	Simplot Partners Palm Desert	Fertilizer - Fields/Meadow	-1,848.82
Bill Pmt -Check	07/12/2023	125978	Slugg Bugg Pest Control	Bi-Monthly Pest Control - NCCC, East/West Snack Bar, Equestrian, Maintenance Office/Shop A & B, Maintenance Shop C, Grange, Woman's Club & Bogart Maintenance Office	-745.00
Bill Pmt -Check	07/12/2023	125979	Star Pro Security Patrol Inc.	one unarmed officer 8hr/5day - 06/26-07/02	-768.00
Bill Pmt -Check	07/12/2023	125980	Swank Motion Pictures Inc.	Movies Under the Stars - Shrek	-754.75
Bill Pmt -Check	07/12/2023	125981	Turf Star, Inc.	April 2023 - PM Contract (18)units - (243) hrs	-1,071.36
Bill Pmt -Check	07/12/2023	125982	West Coast Mobile Fleet Services	Briggs & Stratton Carburetor - 300 Gallon Water Buffalo	-463.81
Bill Pmt -Check	07/12/2023	125983	Yucaipa Auto Electric Inc.	Repair and diagnose - Check Engine Light Was able to snap the ignition col wire back into coil pack (Chevy)	-135.95
Check	07/12/2023	125984	Haley Ayala	Refundable Security Deposit - NCCC 07/09/2023 Haley Ayala First Birthday Party	-500.00
Check	07/12/2023	125985	Jasmine Alfaro	Refundable Security Deposit - Grange 07/08/2023 - First Birthday Party	-500.00

Beaumont Cherry Valley Recreation & Park District

Check Warrant

HCN Bank - Operating

July 2023

Type	Date	Num	Name	Memo	Amount
Check	07/12/2023	125986	Atiyah Simpson	Refundable Security Deposit - NCCC 06/04/2023 - Baby Shower	-500.00
Check	07/12/2023	125987	Lupe Lecheminant	Refundable Security Deposit - NCCC 06/24/2023 - Wedding	-500.00
Check	07/12/2023	125988	Kellie Bax	Refundable Security Deposit - Grange 06/25/2023 - Sweet 16th Birthday	-500.00
Bill Pmt -Check	07/13/2023	125989	AP Rentals	Oktoberfest - Games: Cornhole, Jenga & Connect 4	-750.00
General Journal	07/13/2023	Tran0713232		Transfer to Bogart for Bills	-20,000.00
Check	07/13/2023	rf07122023	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - Dan Hughes, Nick Hughes, Nancy Law, Lilian Averette, Mike Aldrich	-125.00
Check	07/13/2023	af07132023	SHARETEA Beaumont	Employee Birthday Gift - Ryann Flores - Gift card	-25.00
Bill Pmt -Check	07/13/2023	125990	Chadrick L. Halliday	Financial Audit Progress/ Year End Adjustments	-8,910.00
Bill Pmt -Check	07/13/2023	125991	Masonry Design & Concrete Inc.	Maintenance Yard - Concrete	-5,200.00
Bill Pmt -Check	07/13/2023	125992	Weaver Grading, Inc.	Danny Thomas Ranch - Mowing/Discing	-4,500.00
Check	07/13/2023	af132023	Albertsons	Employee Birthday Gift - Ryann Flores - Card/Gift	-33.62
Check	07/13/2023	af06282023	Rite Aid	Employee Qtr Lunch - 06/28/2023 - Drinks for Meeting	-23.68
Check	07/13/2023	125993	Frank D. Wagner II	Adult Softball Umpire	-60.00
Check	07/13/2023	125994	Javier E. Cota	Adult Softball Umpire	-180.00
Check	07/13/2023	125995	Michael Ruffolo	Adult Softball Umpire	-180.00
Check	07/13/2023	AF07132023	Amazon.com	Staple Cartridge Holder - Printer	-73.22
Check	07/17/2023	125996	Shirley Miller	RV Space #19 07/14-07/18 - Cancelled due to Fire Camp	-175.00
Check	07/17/2023	dv07172023	Dollar Tree	Movies Under the Stars - Construction Paper - Supplies for Games	-6.73
Check	07/17/2023	dv071723	Smart & Final	Movies Under the Stars/Office Supplies	-39.73
Check	07/17/2023	dv71723	Walmart	Movies Under the Stars - Supplies for Games	-166.55
Bill Pmt -Check	07/17/2023	5025579848	Wells Fargo Financial Leasing	Monthly Copier Lease	-884.66
Check	07/18/2023	125997	Chris Diercks.	Director Fees - July 2023	-400.00
Bill Pmt -Check	07/18/2023	125998	Merfin Johnson Construction, Inc.	NCRP SCE Electrical Upgrades Project - Board Approved 7/12/2023	-93,631.94
Check	07/18/2023	125999	Patricia Law	Mileage Reimbursement/Reimbursement - Breakfast Burritos Staff/Table Cloths (Bogart Bash)	-153.30
Check	07/18/2023	126000	Jessica Warrick	Payroll Period 6/5/2023 - 6/18/2023	-1,760.00
Check	07/18/2023	126001	Jessica Warrick	Payroll Period 6/19/2023 - 7/2/2023	-1,760.00
Check	07/18/2023	126002	Jessica Warrick	Payroll Period 7/3/2023 - 7/16/2023	-1,760.00
Check	07/18/2023	126003	Alyssa R Fuimaono	Mileage Reimbursement (208.3) - PO/Bank/Progressive Graphics/Board Packages	-136.44
Check	07/18/2023	126004	Michael Ruffolo	Adult Softball Umpire	-180.00
Check	07/18/2023	126005	Javier E. Cota	Adult Softball Umpire	-180.00

Beaumont Cherry Valley Recreation & Park District

Check Warrant HCN Bank - Operating

July 2023

Type	Date	Num	Name	Memo	Amount
Check	07/18/2023	126006	Malik Coleman	Adult Softball Umpire	-90.00
Check	07/18/2023	126007	Lilian Averette	Reimbursement - Market Night (Water/Gatorade Staff)	-29.02
Bill Pmt -Check	07/18/2023	2378202436	Verizon Wireless	Monthly Wireless Phone Service	-1,035.59
Bill Pmt -Check	07/18/2023	07082023	Nextiva	Monthly Telephone Service	-354.26
Bill Pmt -Check	07/18/2023	2413359-361	CalPers	Employee - Retirement	-6,786.96
Bill Pmt -Check	07/18/2023	1674803070	Huntington Bank	Monthly Lease Payment - Toro Outcross 9060 & Ventrac 4520P	-2,582.00
Bill Pmt -Check	07/18/2023	1990009	SoCalGas	Utilities - Gas - Grange	-54.31
Bill Pmt -Check	07/18/2023	126008	M. Brey Electric, Inc.	(1) Obstruction Light, (3) Ground mounted up lights, (2) Pole mounted spot lights & (1) stand-alone solar system with batteries (this quote is without labor)	-16,162.00
General Journal	07/18/2023	Tran071823		Transfer to Operating for Merlin Johnson Approved Bills 7/12/2023	91,982.19
Check	07/18/2023	RF07182023	Amazon.com	Phone Case - Noah Valdivia	-26.88
Check	07/18/2023	RF07182023	Banning Chamber of Commerce	Chamber Breakfast - Dan Hughes, Mike Aldrich, Lilian Averette, Damon & Noah Valdivia	-128.15
Check	07/19/2023	126009	Shane Knudson	Refund for Rv Space #35 @ NC RV Park 07/14/2023	-25.00
General Journal	07/19/2023	Tran0719231		Transfer to Payroll for Payroll 07/21/2023	-52,000.00
Bill Pmt -Check	07/19/2023	126010	Bay Alarm Company	Monthly Alarm Service - West Snack Bar, East Snack Bar, NCCC, Grange & Woman's Club	-383.00
Bill Pmt -Check	07/19/2023	126011	Beaumont Power Equipment, Inc.	Weed whip line/Service	-224.09
Bill Pmt -Check	07/19/2023	126012	Capri	First half of the Liability Insurance & 1st Quarter Workman's Compensation	-65,292.00
Bill Pmt -Check	07/19/2023	126013	CARPD	Yearly Membership Renewal	-3,000.00
Bill Pmt -Check	07/19/2023	126014	City of Beaumont	Utilities - Sewer (Woman's Club)	-106.94
Bill Pmt -Check	07/19/2023	126015	Ferrelgas	Utilities - Propane - Snack Bar	-471.07
Bill Pmt -Check	07/19/2023	126016	Jani-King of California, Inc	Monthly Janitorial Service	-2,771.41
Bill Pmt -Check	07/19/2023	126017	MRC Smart Technology	Qrtly Copier coverage service	-69.49
Bill Pmt -Check	07/19/2023	126018	Safety Compliance Company	Safety Meeting 06/21/2023 Topic: Lockout/Tagout/Blackout	-250.00
Bill Pmt -Check	07/19/2023	126019	UNUM	VOID:Online Payment	0.00
Bill Pmt -Check	07/19/2023	126020	ELROD Fence Company	Field #8 Fencing NE Property Line - Board Approval 6/14/2023 & Fencing repair at Thunder Alley	-29,910.00
Check	07/19/2023	dv071723	Hobby Lobby	Movies under the stars - Supplies for Crafts - Shrek Theme	-8.58
Bill Pmt -Check	07/20/2023	126021	Matthew Pisillili Landscape	Weekly Landscape Services	-1,120.00
Check	07/20/2023	RF07202023	Amazon.com	Ink - AGM/HRA Printer	-200.42
Check	07/20/2023	RF07202023	Amazon.com	Phone Case - Damon Valdivia/Office Supplies	-88.24
Check	07/20/2023	NIL07202023	Amazon.com	Tork Paper Towels - Office Supplies	-57.72

Beaumont Cherry Valley Recreation & Park District

Check Warrant HCN Bank - Operating July 2023

Type	Date	Num	Name	Memo	Amount
Check	07/23/2023	DB07232023	Quick Quack	Traverse - Car Wash	-11.99
Check	07/23/2023	DB07232024	Time Out Sports Bar & Grill	Bus. Meal - Duane Burk, Brian Deforge, Adrian Chatigny, Guy Thomas & Jose Gutierrez - Bogart Kiosk	-130.14
Bill Pmt -Check	07/24/2023	VSP07242023	VSP-Vision Service Plan	Employee - Vision Insurance	-194.28
Bill Pmt -Check	07/24/2023	1002417162	CalPers	Employee - 457 Plan	-353.59
Bill Pmt -Check	07/24/2023	2050009	SoCalGas	Utilities - Gas - NCCC	-47.86
Bill Pmt -Check	07/24/2023	p236JRRP36	Frontier (9518450886) NC	Monthly Wifi Service - NCCC	-125.98
Check	07/24/2023	NL07242023	Amazon.com	Cork Bord - Activities Coordinator Office	-29.43
Bill Pmt -Check	07/24/2023	72699726	Office Depot	Monthly Office Supplies	-186.00
Check	07/25/2023	126028	Maricela Quinonez	Refundable Security Deposit - 1st Birthday Party 07/22/2023 - FG	-250.00
Check	07/25/2023	126029	Emma Medina	Refundable Security Deposit - 07/16/2023 NCCC "Wedding Reception"	-475.00
Check	07/25/2023	af07252023	Stater Bros	Employee Going Away Lunch - 07/25/2023	-118.23
Check	07/25/2023	af07252023	Rosies 2	Employee Going Away Lunch - 07/25/2023	-162.48
Bill Pmt -Check	07/25/2023	BH03733108	UMPQUA Bank	Employee Going Away Lunch - 07/25/2023 - Lilian Averette	-3,209.15
Bill Pmt -Check	07/25/2023	47010725202	Chevron	Sirius XM Radio Traverse, Website/Portal Service, CPRS Membership Renewal (Morris, Aaron), Stamps, CSDA Annual Conference (Duane, Burk), Prizes for Employee of the Quarter, Bus. Meals, Traverse Service, Car Wash	-1,292.88
Bill Pmt -Check	07/26/2023	80076485914	Waste Management of the IE	Monthly Gas/Fuel - Chevy (44,960), F150 (36,482) Traverse (60,403) & Gas/DSL Cans/Tank	-252.90
Bill Pmt -Check	07/26/2023	80076485971	Waste Management of the IE	Utilities - Trash - Grange	-1,814.61
Bill Pmt -Check	07/26/2023	80076486036	Waste Management of the IE	Utilities - Trash - NCCC/MCRP	-93.05
Check	07/26/2023	126022	Nicholas P Hughes	Utilities - Trash - Woman's Club	-103.13
Check	07/27/2023	126023	Breana Morris	Mileage Reimbursement/ Reimbursement Drinks Lilians Going away Party	-150.00
Bill Pmt -Check	07/27/2023	126024	Matthew Pistilli Landscape	Safety Footwear Reimbursement (Morris, Breana)	-720.00
Check	07/27/2023			Weekly Landscape Services	-39.00
Check	07/28/2023	126025	Jesus Godinez	Service Charge	-350.00
Check	07/28/2023	af07282023	Amazon.com	Movies under the stars - Kettle Corn bags (100)	-75.05
Check	07/28/2023	126031	Ma Eloisa Reantaso	Office Supplies - Laptop backpack, File Organizer, Coffee Cups	-500.00
General Journal	07/28/2023	RCF07282023		Refundable Security Deposit - 07/26/2023 NCCC "18th Birthday Party"	300,000.00
General Journal	07/28/2023	Tran728231		Transfer to Operating for Bills & Payroll	-20,000.00
General Journal	07/28/2023	Tran71231		Transfer to Bogart for Bills	-50,000.00
General Journal	07/28/2023	Tran728232		Transfer to Payroll for PR 8/4/2023	-5,000.00
General Journal	07/28/2023	Tran728233		Transfer to Reserve for Monthly Transfer	-7,500.00
General Journal	07/28/2023			Transfer to Money Market for Monthly Transfer	

Beaumont Cherry Valley Recreation & Park District

Check Warrant

HCN Bank - Operating

July 2023

Type	Date	Num	Name	Memo	Amount
Check	07/28/2023	NL07282023	El Mariachi Taco Shop	Lilian Averette Leaving Breakfast	-136.39
Check	07/28/2023	RF0728231	Walmart	Staff Picnic - Raffle Items	-168.68
Check	07/28/2023	RF0728232	Walmart	Staff Picnic/BBQ - Raffle Items	-497.50
Check	07/30/2023	July2023	Clover(MRCH BNKCD)	Monthly Credit Card fees %	-948.53
Bill Pmt -Check	07/31/2023	2120069	SoCalGas	Utilities - Gas - Woman's Club	-31.96
Bill Pmt -Check	07/31/2023	3434883440	Ford Credit	Monthly 150XLT Lease Payment	-763.20
Bill Pmt -Check	07/31/2023	1002423157	CalPERS-OPEB	Accrued Liability as of June 30, 2020 - Rate Plan: 1357	-6,098.58
Check	07/31/2023	NL07312023	Clover	Monthly Equipment Rental	-154.85
Check	07/31/2023	NL07312023	Amazon.com	Amazon Prime/Amazon Paramount +/Showtime (Accidental Purchase) refund	-28.14
			TOTAL		-98,565.06

Beaumont Cherry Valley Recreation & Park District

Check Warrant
HCN Bank - Money Market
July 2023

Type	Date	Num	Name	Memo	Amount
10000 - HCN Bank - MM					
General Journal	07/28/2023	Tran0728233		Transferred from Operating for Monthly Transfer	-7,500.00
				TOTAL	-7,500.00
					<u>-7,500.00</u>

Beaumont Cherry Valley Recreation & Park District

Check Warrant HCN Bank - Reserve July 2023

Type	Date	Num	Name	Memo	Paid Amount
10025 - HCN Bank - Reserve Fund					
General Journal	07/18/2023	Tran071823		Transfer to Operating for Merlin Johnson Approved Bills 7/12/2023	-91,982.19
General Journal	07/28/2023	Tran728232		Transferred from Operating for Monthly Transfer	-5,000.00
				TOTAL	-96,982.19

Beaumont Cherry Valley Recreation & Park District

Check Warrant

HCN Bank - Quimby/DIF

July 2023

Type	Date	Num	Name	Memo	Amount
10020 - HCN Bank - Quimby/DIF					
General Journal	07/24/2023	Tran0724231		Transfer to Bogart for Capital Improvements	-20,000.00
				TOTAL	-20,000.00

Beaumont Cherry Valley Recreation & Park District

Check Warrants

HCN Bank - Bogart

July 2023

Type	Date	Num	Name	Memo	Amount
10050 - HCN Bank - Bogart Park					
Bill Pmt -Check	07/06/2023	5479	Matthew Pistilli Landscape Services	Weekly Landscape Services	-1,660.00
Bill Pmt -Check	07/11/2023	p236JJF4G7	Frontier (9518453021) B	Monthly Wifi Kiosk	-105.98
Bill Pmt -Check	07/12/2023	5480	All Purpose Rentals	Rental of small excavator - To dig up leak in Bogart day use meadow & Boom lift to remove Police/Fire Flags off Flag pole	-891.70
Bill Pmt -Check	07/12/2023	5481	Beaumont Do it Best	Road Base(Candle Light Trail), Water line Repair Grounds, (18) 6' Poles (34) 8' Rails,	-3,237.79
Bill Pmt -Check	07/12/2023	5482	Cintas	Janitorial Supplies	-442.30
Bill Pmt -Check	07/12/2023	5483	Grand American Builders, Inc.	Prep and install Camp Site Signs. Removal of the Bogart Police and Fire Signs	-5,487.19
General Journal	07/13/2023	Tran0713232	Pro-Pipe & Supply	Irrigation Parts	-547.49
Bill Pmt -Check	07/13/2023	5485	Weaver Grading, Inc.	Transfer to Bogart for Bills	20,000.00
Bill Pmt -Check	07/13/2023	5486	Kaboo Leasing Co.	Bogart Regional Park - Mowing	-6,000.00
Bill Pmt -Check	07/17/2023	p236JML8Z7	Frontier (9518453887) B	Bogart Kiosk - Measure cut fabricate and weld frame for Kiosk w/Brackets & Roof Beams& Nailers studs	-3,900.00
Bill Pmt -Check	07/19/2023	5487	Beaumont-Cherry Valley Water Dist 3-001	Monthly Wifi Maintenance	-136.76
Bill Pmt -Check	07/19/2023	5488	Beaumont-Cherry Valley Water Dist 3-004	Utilities - Water	-71.49
Bill Pmt -Check	07/19/2023	5489	Beaumont Cherry Valley Water Distr 8-000	Utilities - Water	-3,790.16
Bill Pmt -Check	07/20/2023	5490	Matthew Pistilli Landscape Services	Utilities - Water	-41.03
Check	07/24/2023	5491	Kaboo Leasing Co.	Weekly Landscape Services	-1,900.00
Bill Pmt -Check	07/24/2023	6006737534	SCE (700558511896)	Bogart Kiosk - Powder coating stricture beams, poles & brackets	-4,070.00
General Journal	07/24/2023	Tran0724231		Utilities - Electric (Bogart)	-1,873.98
Bill Pmt -Check	07/26/2023	5492	Grand American Builders, Inc.	Transfer to Bogart for Capital Improvements	20,000.00
Bill Pmt -Check	07/26/2023	80076485862	Waste Management of the IE	Prep and install Camp Site Signs (11-30) Equestrian, Bridge & Creekside, Install attic access panel on Solar Structure, Layout new Kiosk	-5,664.49
Bill Pmt -Check	07/26/2023	80076486261	Waste Management of the IE	Utilities - Trash	-815.44
Bill Pmt -Check	07/26/2023	5493	Masonry Design & Concrete Inc.	Utilities - Trash	-125.60
Bill Pmt -Check	07/26/2023	5494	Masonry Design & Concrete Inc.	Concrete - 5 Steps with landing (Candlelight Trail)	-10,000.00
				Concrete: Flag pole maintained, 10' radius serpentine style & 8" x 1' Curb arc	-15,440.00

Beaumont Cherry Valley Recreation & Park District

Check Warrants HCN Bank - Bogart July 2023

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/27/2023	5495	Matthew Pistilli Landscape Services	Weekly Landscape Services	-1,480.00
Bill Pmt -Check	07/28/2023	5496	Kaboo Leasing Co.	Bogart Kiosk - Assemble and weld frames/bases	-5,200.00
General Journal	07/28/2023	Tran728231		Transfer to Bogart for Bills	20,000.00
Check	07/31/2023	July2023B	Clover(MRCH BNKCD)	Credit Card Fee %	-120.36
Check	07/31/2023	Fee	UMS/Celero Banking	Monthly Credit Card Fee	-6.50
				TOTAL	-13,008.26

Beaumont-Cherry Valley Recreation Improvement Corporation

Check Warrants

July 2023

Type	Date	Num	Name	Memo	Amount
1000 · HCN Bank					
Check	07/13/2023	1220	Gina Harlan	Entertainment - The Radio Flyers - 7/14/2023 (Classic Car Show)	-700.00
Bill Pmt -Check	07/14/2023	cashd twice	Heimark Distributing, LLC	Cinco de Mayo - Beer - Cashed Twice (to Be REFUNDED)	-2,359.65
General Journal	07/24/2023	REFUND		REFUND - Car Show Entry (Cancelled Due to Fire Camp)	-40.00
Check	07/28/2023	Fees	Clover (Merch)	CC Fees - June 2023	-137.98
				TOTAL	-3,237.63

Staff Report

Agenda Item 2.4

To: Board of Directors
From: Albert Maldonado, General Counsel
Date: August 9, 2023
Subject: Notification of Vacancy / Process of Filling Board Vacancy

Background and Analysis

Effective Monday, July 31, 2023, Mike Aldrich resigned from the Beaumont-Cherry Valley Recreation and Park District Board of Directors (“Board”), and consequently also resigned from the Beaumont Cherry-Valley Recreation and Park Improvement Corporation.

California Public Resources Code Section 5784.3(d) states that vacancies of elected board members of recreation and park districts shall be filled pursuant to the procedures in California Government Code Section 1780.

Government Code Section 1780(c) states that the remaining board members of a recreation and park district may fill the vacancy by appointment or by calling a special election.

Appointment

According to Government Code Section 1780(d), if the Board decides to fill the vacancy by appointment, the Board shall:

“make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.”

Mike Aldrich resigned in the first half of his term of office and there are more than 130 days until the next general district election in November 2024. Thus, any appointment to fill the vacancy would only last until November 2024 at which time there would be an election for that seat. The advertisement of a notice of vacancy would need to be posted by September 14, 2023 at the latest, and the appointment be made by September 29, 2023. The Board could interview candidates for appointment at a regular or special Brown Act meeting.

Calling Special Election

According to Government Code Section 1780(e), if the Board decides to fill the vacancy by special election, the Board shall:

“within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.”

For this procedure, assuming the Board called the election on day 60 after the resignation date of July 31, 2023, which would be September 29, 2023, then according to California Elections Code Section 1000(a), the election would be held on “[t]he first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four,” which would be Tuesday, March 12, 2024.

Recommendation

That the Board provide direction to staff and/or the general counsel regarding whether it desires to fill the vacancy by appointment or by calling a special election. To summarize, the Board would have to either appoint a replacement by September 29, 2023 or call a special election by September 29, 2023 for the special election to be held on March 12, 2024.

Fiscal Impact

Filling the vacancy by appointment would have only marginal costs in staff time and resources to advertise the vacancy and to perhaps hold a special meeting(s) to conduct interviews and/or appoint a replacement.

Filling the vacancy by calling for a special election could cost the District thousands of dollars, perhaps even over one hundred thousand dollars.



BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.1**

To: Board of Directors
From: Nancy Law, Executive Assistant
Via: Duane Burk, General Manager
Date: August 9th, 2023
Subject: Approve Destruction of Records Request

Background and Analysis:

On May 10, 2017 the Board approved the Record Retention and Policy Schedule giving staff the ability to request destruction of documents that no longer need to be retained.

Moreover, with the start of the new fiscal year staff is request the destruction of (19) boxes. Attached you will find a list of all boxes numbers, Items that are in the boxes and the current policy on retention.

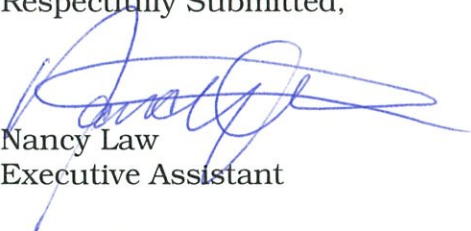
Recommendations:

Staff recommends that the Board review, comment and approve the attached list to be destroyed as per the Records Retention Policy.

Fiscal Impact:

There is no fiscal impact to the District.

Respectfully Submitted,


Nancy Law
Executive Assistant

Destroy 2023

Policy on Retention

Box#13	2017-2018 Voucher and baseball Signups	4 years
Box#14	2016 Deposits	7 years
Box#18	Finance meetings 2015 Operating acct	7 years
Box#19	2014/2015 BANK OF HEMET STATEMENTS	7 years
Box#21	2014-2015 Payroll	7 years
Box#24	2018-2019 Accounts Payable I-Z	4 years
Box#25	2012-2013 A/P	4 years
Box#26	Tickets	2 years
Box#29	2017-2018 check Reg. 1099	5 years
Box#30	2017-2018 A/P A-T	4 years
Box#31	Old Receipts Books	2 years
Box#33	2017-2018 A/P T-Z	4 years
Box#34	2018-2019 A/P P-Z	4 years
Box#35	2018-2019 A/P B-O	4 years
Box#36	2018-2019 M-W Facility Refund	4 years
Box#37	2014-2019 Misc. Events, small Claims, RV app	4 years
Box#38	2018- 2019 A/P Events Old NC, Snack Bar Equestrian	4 years
Box#52	2017 FUA	4 years
Box# 53	2018 FUA	4years

Total 19 BOXES



BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.2**

To: Board of Directors
From: Nancy Law, Executive Assistant
Via: Duane Burk, General Manager
Date: August 9th, 2023
Subject: Approval of CERBT Delegation of Authority

Background and Analysis:

On October 13th, 2010 the Board approved Resolution 2010-04 – California Employer’s Retiree Benefit Trust Program (CERBT) for prefunding of health care coverage for annuitants. Additionally, at this time the Board approved Resolution 2010-05 – Delegation of Authority to Request Disbursements.

On July 27th, 2023 the Executive Assistant requested a Disbursement of \$3,394.12 this disbursement covers the payments the district has sent to CalPERS and to our retire for medical insurance coverage for FY 22/23. Moreover, at the time of the request our Delegation of Authority was out of date.

Currently, staff would like to submit a new Delegation of Authority to request disbursements Resolution 2023-02 with the authorized titles of General Manager, Assistant General Manager and Executive Assistant.

Recommendations:

Staff recommends that the Board review, comment and approve Resolution 2023-02 – Delegation of Authority to Request Disbursements (CERBT).

Fiscal Impact:

There is no fiscal impact to the District.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Nancy Law", is written over the typed name and title.

Nancy Law
Executive Assistant



California Public Employees' Retirement System
 California Employers' Retiree Benefit Trust (CERBT)
 400 Q Street, Sacramento, CA 95811
 www.calpers.ca.gov

Delegation of Authority to Request Disbursements
 California Employers' Retiree Benefit Trust
 (CERBT)
 2023-02

RESOLUTION
 OF THE

Board of Directors

(GOVERNING BODY)

OF THE

Beaumont-Cherry Valley Recreation and Park District

(NAME OF EMPLOYER)

The Board of Directors delegates to the incumbents
 (GOVERNING BODY)

in the positions of General Manager and
 (TITLE)

Assistant General Manager, and/or
 (TITLE)

Executive Assistant authority to request on behalf of the
 (TITLE)

Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

By _____

Title Dan Hughes, Chairman

Witness _____

Date _____



Staff Report

Agenda Item No. **3.3**

To: Board of Directors

From: Aaron Morris, Assistant Maintenance Superintendent

Via: Duane Burk, General Manager

Date: August 9th, 2023

Subject: Approval of the Noble Creek Regional Park Meadow Fencing

Background and Analysis:

Staff are moving all future events including Oktoberfest, Cinco De Mayo and all other scheduled Market Nights to the Meadow instead of using Field 1. ABC (Alcoholic Beverage Control) licensing requires the venue to designate an area with a diagram showing an enclosed area for safety purposes. Currently the Noble Creek Regional Park Meadow is partially enclosed on the North driveway with a four-foot-high chain link fence and three lockable access gates. The East driveway entrance to the Meadow has a lockable cable that staff will occasionally use to deter unauthorized users. The West Meadow is open towards the Fitness Court and the Field 7 the parking lot.

On June 25th, 2023, Staff obtained a quote to fence off and enclose the Noble Creek Regional Park Meadow. Fencing off the Meadow will encapsulate all future District Special Events which would ultimately allow staff to designate the whole venue as usable space as required by ABC. It will also designate emergency access leading out of the Meadow as well as increasing the overall security for vendors and the public.

The Perimeter fence and access gates will be six feet tall, galvanized chain link. each end of the meadow will have designated emergency access gates. Staff received a quote from Elrod Fence Co. totaling \$27,370.00.

Recommendations:

Staff recommends that the Board approve the quote for the Noble Creek Regional Park Meadow fencing to Elrod Fence Co. in the amount of \$27,370.00 to complete the 6' Chain link with top rail.

Fiscal Impact:

The Fiscal impact will be to the General Fund for \$27,370.00

Respectfully Submitted,

Aaron Morris
Assistant Maintenance Superintendent



Beaumont-Cherry Valley Recreation & Park District

Purchase Request Form

The Maintenance Department requests the purchase of the following item(s):

THIS IS NOT A PURCHASE ORDER AND DOES NOT AUTHORIZE ANY PURCHASES.

Vendor:	<u>El Rod Fence Co</u>
Telephone:	<u>951-684-3102</u>
Website:	<u>www.elrod fence.com</u>
Billing Address:	<u>6459 Mission BLVD Riverside, Ca 92509</u>

ACCT #	Quantity	Description	Unit Price	Total
	1	Noble Creek Park Soccer Meadow Perimeter Fence	\$27,370.00	\$27,370.00
		(For Special Event Purposes)		
		*Please see attached quote.		
				\$27,370.00

Notes: 60' TALL fence with Access gates. for Soccer Meadow

Signature:  Aaron Morris Date: 7/31/23

FOR OFFICE USE ONLY			
Purchase Order #		Total Budget Approved:	
Approved By:		Total Budget Used:	
Approved Date:		Total Budget Remaining:	



PROPOSAL AND CONTRACT



CALIF CONTR
LIC. AND BONDED
NO 332890
ESTIMATOR *mlk*

6459 MISSION BLVD. • RIVERSIDE, CA 92509 • FAX (951) 684-3370

www.elrod fence.com

SCH DATE *7-25-23*
DATE

NAME <i>Bearings - Choney Valley</i>	FOOTAGE <i>758</i>	DESCRIPTION <i>Chain Link w/ TOP RAIL</i>	HEIGHT <i>6</i>
ADDRESS			
CITY	ZIP		
HOME PHONE	WORK PHONE		
CELL PHONE	FAX		
EMAIL			
JOB ADDRESS			
C/S	MAP PAGE NO		

CHAIN LINK		WOOD	WROUGHT IRON	VINYL
TERMINALS <i>2 1/2</i>	FOOTINGS	TYPE	STYLE	TYPE
GATE POSTS <i>2 1/2 4"</i>	POINTS UP	STYLE	FRAME OD	STYLE
LINE POSTS <i>2 1/2</i>	KNUCKLES UP	COVER BOARD	PICKET OD	COVER BOARD
TOP RAIL <i>1 1/8</i>	BRACING	POST	PICKET OC	POST
FABRIC <i>9</i>	BIAS	RAIL	POST OD	RAIL
WIRE OUTSIDE	WIRE INSIDE	CAP	GATE POST OD	CAP
BARB WIRE	VINYL	TRIM	COLOR	COLOR

CUSTOMER RESPONSIBLE FOR PROPERTY LINE, UNDERGROUNDS UTILITIES, AND SPRINKLER LINES

QTY.	GATES	SIZE	FRAME
<i>4</i>	WALK GATES	<i>4x6</i>	
<i>2</i>	DOUBLE GATES	<i>20x6</i>	
<i>1</i>	SINGLE DRIVE	<i>10x6</i>	
	SLIDE		
	DOUBLE SLIDE		

POST NEEDED:

SPECIAL INSTRUCTIONS:

*Price includes
Permitting wages*

TOTAL DUE UPON COMPLETION

\$ 27,370⁰⁰

SALES TAX INCLUDED IN PRICE

ALL CREDIT CARD PAYMENTS MAY BE SUBJECT TO A 3% FEE.

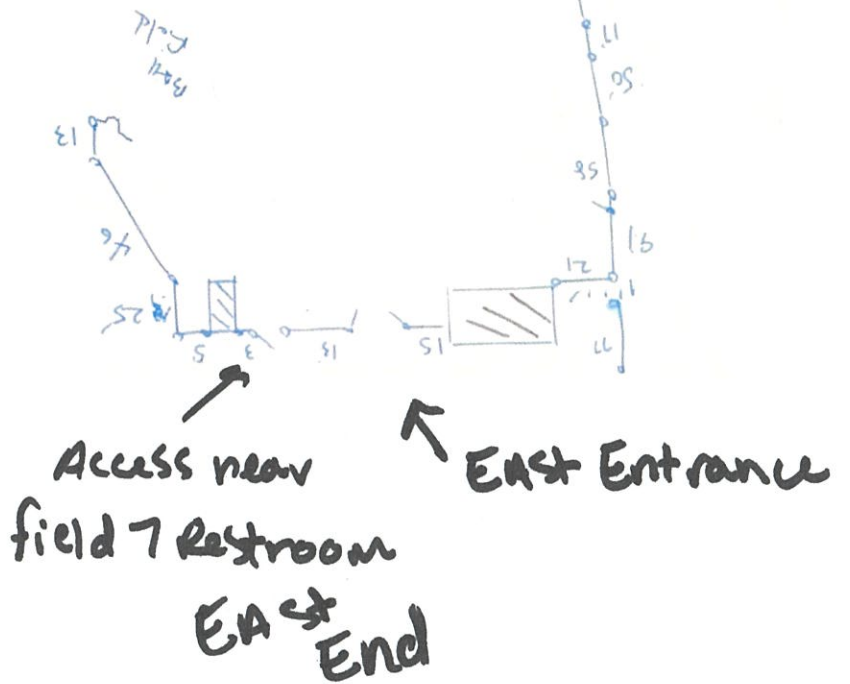


Entrance Near Dog Park.



West End

West Entrance





Staff Report

Agenda Item No. **3.4**

To: Board of Directors:
From: Ryann Flores, Human Resources Assistant/Clerk of the Board
Via: Duane Burk, General Manager
Date: August 9, 2023
Subject: Approval of LAFCO 2023 Countywide Oversight Board Ballot

Background and Analysis:

Ballots are out for LAFCO (Local Agency Formation Commission) Countywide Oversight Board election. This appointment ensures that special districts are appropriately represented on local boards. The selection proceedings are being conducted by regular USPS mail and ballots must be submitted and received no later than Thursday, August 17, 2023, by 5:00 p.m.

Attached you will find the 2023 Countywide Oversight Election Ballot. The ballot is completed by selecting (1) candidate for the Special District Member position. The vote must be unanimous from all board members. Only the presiding officer or another board member authorized by the Board of Directors to vote may cast the ballot.

In contacting LAFCO, there were no readily available biographies for each candidate.

Recommendations:

Staff recommends that the Board review, comment and approve the submission of the 2023 Countywide Oversight Election Ballot.

Fiscal Impact:

There will be no fiscal impact to the general fund.

Respectfully Submitted,

Ryann Flores
Human Resources Assistant/Clerk of the Board

2023 COUNTYWIDE OVERSIGHT BOARD

SPECIAL DISTRICT MEMBER **EXTENDED** OFFICIAL BALLOT

Name of District: _____
(Required)

Certification of voting member:

I, _____ hereby certify that I am (check one):
Print Name Here (Required)

- the presiding officer of the above named district.
- a member of the board of the above named district authorized by the board to vote in place of the presiding officer. [Authorization previously transmitted attached]

Original Signature (Required)

Date (Required)

Special District Member of the Countywide Oversight Board (Term begins July 1, 2023)

Select only one candidate for this position.

JOHN SKERBELIS, Rubidoux Community Services District	<input type="checkbox"/>
JOHN AGUILAR, Coachella Valley Water District	<input type="checkbox"/>
STEVEN A. PASTOR, Lake Hemet Municipal Water District	<input type="checkbox"/>
DEBRA CANERO, Valley Sanitary District	<input type="checkbox"/>
RUSS MARTIN, Mission Springs Water District	<input type="checkbox"/>

Listed in random drawing order conducted on 6/14/2023 at 1:00 p.m.

Ballot must be received by 5:00 p.m., Thursday, August 17, 2023

Email to rholtzclaw@lafco.org or deliver to
LAFCO, 6216 Brockton Ave. Suite 111-B, Riverside, CA 92506



BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT

Staff Report

Agenda Item No. **3.5**

To: Board of Directors

From: Nancy Law, Executive Assistant

Via: Duane Burk, General Manager

Date: August 9th, 2023

Subject: Approval of General Manger Job Description Update

Background and Analysis:

On March 11th, 2015 the Board adopted the General Manager Job Description. Additionally, job descriptions are vital in every position, and important for any new hire to know what is expected of them in the position presented.

On July 24th, 2023 the District moved forward on hiring a consulting service to conduct a Executive search for the District upcoming General Managers position. Moreover, the job description needed minor adjustments before we could send it out the consulting service.

Currently, staff has reviewed and revised the job description with changes to the salary range and added additional conduct standard to include Microsoft Teams and Zoom.

Fiscal Impact:

There is no fiscal impact to the District.

Recommendations:

Staff recommends that the Board review, comment and approve the changes to the General Manager Job Description.

Respectfully Submitted,



Nancy Law
Executive Assistant

BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT



POLICY AND PROCEDURES MANUAL

Title: General Manager

Dated: August 9th, 2023

Salary Range: \$138,000.00 – \$179,000.00 (DOQ)

DEFINITION

The General Manager (GM) is an exempt, “Full Time” employee who serves under the administrative directions of the Board of Directors of the District. The GM is subject to the “safety sensitive” guidelines of the District. The GM performs a full range of complex duties related to park district operations. The General Manager is the Executive Officer of the District. He/she has exclusive management and control of the operations of the District, subject to approval by the Board of Directors, and provides day-to-day leadership for the District. He/she has responsibility and control over all property of the District. The GM is an at-will employee of the Board of Directors. The GM’s duties often require the GM to work with highly sensitive and confidential information, and therefore the GM’s job requires confidentiality as to that information.

The GM must be versatile and will provide professional and technical staff leadership to all departments of the District. The primary schedule of the GM will be Monday – Friday; however the GM must be available evenings, weekends and special events. This position interfaces frequently with public officials, local agencies, other private/public organizations and the general public.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Board of Directors of the District.
Exercises general supervision over District staff.

ESSENTIAL FUNCTIONS

- Develops and implements the mission goals, policies and procedures. Institute measures to insure that Board policies are carried out in a manner which will best serve community interests.

- Carry into effect the policies of the District, including planning the short, medium and long term goals of the District. He/she shall translate the goals and objectives of the Board to the community.
- Identify resource needs; develops and implements policies and procedures required for effective implementation.
- Identify, develop and facilitate new revenue enhancements, both short-term and long-term from but not limited to tax revenues, assessments, etc. Plan, develops and implements.
- Attend all meetings of the District's Board and such other meetings as the Board specifies. Make oral and written presentations to the Board.
- State, County and Local reporting requirements.
- Develop, present and manage the Annual Budget and revenue/expenditure forecasting.
- Employ such employees, as he/she deems necessary for the proper administration and operations of the District. His/her personnel management goal will be to provide a motivating work climate for District employees.
- Facilitate employee evaluations.
- He/she maintains cordial relations with all persons and attempts to resolve all public and employee complaints. He/she shall encourage participation in the affairs of the District.
- Reviews and applies new or revised laws, regulations, and accounting standards.
- Administers capital improvement projects. Coordinates projects and works with contractors, consultants, engineering firms, outside agencies, etc.
- Plans, organizes and conducts a comprehensive risk management program. Responsible for safety programs. Identify and resolve safety issues.
- Carries out competitive bid procedures.
- Writing and administers grants.
- Master Plan update and development of park standards.
- Supervise all functions and operations for the Districts non-profit corporation and provide for the staffing required for operations and management.

MARGINAL FUNCTIONS

- Fundraising.
- Travel as needed.
- Perform other duties, special projects and responsibilities as required.

QUALIFICATIONS:

Education: Must possess at time of hire, a Baccalaureate Degree from an accredited college or university in Public Administration, Recreation Administration or a closely related field. A Master's degree in a related field is highly desirable.

Additional top executive administration in government may substitute for some of the education requirements.

Experience: Any combination of experience and training that provides the required knowledge and abilities are qualifying. A typical way to obtain the knowledge and abilities would be:

- 5 years of experience in the principles and practices of public administration, including personnel management, human resources, risk management and payroll.
- Fiscal management, including budget preparation and cost control methods.
- Writing and administering grants.
- Contract Administration.
- 3 years of experience in project management.

Other Requirements:

- Must possess and maintain a CA driver's license and insurance.
- Must possess defibrillator, First Aid/CPR (Infant, Child & Adult) certification within six months of hire.
- Must pass fingerprint and background check.
- Dress in an appropriate manner consistent with job expectations.

Knowledge of:

- Public administration.
- Parks and Recreation Management.
- Public administration, budgeting principles, public policies and economics.
- Tax revenues and special assessments.
- Health, fire, safety codes and emergency procedures.
- Advanced computer skills.
- Principles, practices, methods, equipment, and technology used in facilities design, construction and project management, inspection, facility repair and real estate, right-of-way and property management activities.
- Strong fiscal and budgeting skills.
- Grant writing and administration.
- Contract writing and contract administration.
- Employee relations, payroll, risk management and personnel management.
- Occupational hazards and appropriate safety measures. OSHA requirements and safe and efficient work practices.
- Applicable federal, state and local laws and ordinances including California Environmental Quality Act (CEQA) and GASB governmental accounting standards. Knowledge of Parks, Progress, and Public Policy, SB 707 and Recreation & Park District Law.
- Effective communication and problem solving.
- Positive public relations etiquette. Skilled in public speaking.
- Health, fire, safety codes, security and emergency procedures affecting the use of District facilities.

- Time management and effective scheduling.

Ability to:

- Prepare annual budgets.
- Prepare long-term revenue/outlay plans.
- Analyze areas that warrant “consultant” type expertise and produce recommendations accordingly.
- Supervise and direct personnel.
- Communicate and presenting ideas effectively verbally and in writing.
- Identify key issues in complex situations, evaluate options, and initiate strategies for resolution.
- Establish and maintain effective working relationships with personnel, staff, public officials, community groups and the general public.
- Meet and serve the public courteously and efficiently.
- Prepare comprehensive and accurate reports.
- Work effectively with sensitive and confidential information in a political environment.
- Read and interpret plans, blueprints and specifications.
- Understand, identify and resolve safety issues.
- Adjust to shifting priorities and timelines.
- Work as part of a team.
- Read, write, and communicate the English language at a level necessary for efficient job performance in a group setting, one on one, or communication on the phone. Communicate effectively in oral and written form.
- Understand, identify and resolve safety issues.
- Manage multiple projects simultaneously. Strong organizational and time management skills. Coordinate, prioritize and work under time pressures.
- Work irregular shifts, holidays, and weekends as assigned.
- Identify, understand and be respectful of diverse populations and cultural backgrounds, as well as age and physical ability needs and differences.

PHYSICAL REQUIREMENTS

Ability to communicate orally with the Board of Directors, staff, and the public. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machine and calculator. Sit and/or stand for extended time periods. Hearing and vision required to be within normal ranges. Required to carry, push, pull, reach, lift, walk, climb, bend and lift up to 50 lbs. routinely. Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment.

CONDUCT STANDARD

A successful candidate must have the ability to communicate orally with the Board of Director’s, staff, and the public during meetings, events and work day. Regularly use a telephone for communication. Use office equipment such as a personal

computer, Microsoft Teams, Zoom, and copier. Possess an excellent working relationship with outside agencies.

ENVIRONMENT

The working environment will vary from the office and outside environment, which may include in inclement weather such as rain, wind, heat and cold. Some travel to events, training and community meetings will be required during and after hours.



Staff Report

Agenda Item No. **3.6**

To: Board of Directors

From: Mickey Valdivia – Assistant General Manager-Human Resources Administrator

Via: Duane Burk, General Manager

Date: August 9, 2023

Subject: Unincorporated Communities Initiative (UCI) Funding

Background and Analysis:

On November 17, 2020, the Riverside County Board of Supervisors (Board) directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities (DUC's).

The following is a timeline of the progress of this grant opportunity.

- 3/01/2022 UCI Funding Agreement approved by the Board of Supervisors
- 7/13/2022 1st reading UCI Funding Agreement approved by BCVRPD
- 8/9/2023 Request to amend Infrastructure Funding Agreement

The progress regarding this project has been delayed because the Certificate of Occupancy for the warehouse project on Cherry Valley Boulevard has not been issued. This will occur once the interim improvements (signalization and on/offramp road work) at Cherry Valley Boulevard are completed. This will likely occur in Fall of 2023. Also, we are attempting to make progress with SCE (Southern California Edison) to energize the on-site well at DTR.

As a reminder, here is the abbreviated project scope.

“Water and sewer installation” in the amount of \$400,000.00 necessary to fund infrastructure for the 120-acre regional park (AKA DTR) located at 37356 Cherry Valley Blvd Cherry Valley, CA 92223.

There are two purposes of this agenda item.

1. The District will now request that the County of Riverside advance the funds to complete the project as opposed to us acquiring a loan and then getting reimbursed.
2. The project was awarded to the BCVRPIC (Beaumont-Cherry Valley Improvement Corporation) and the contract language may need to be amended to reflect BCVRPD as the recipient of the funds. The County will decide.

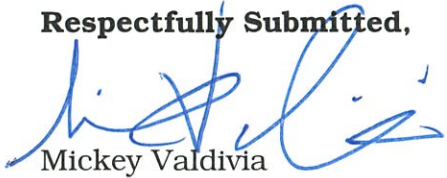
Fiscal Impact:

Staff is requesting that the County of Riverside advance the UCI funds to the District in order to complete the project. Therefore, there are no fiscal impacts from this proposed action.

Recommendations:

Staff recommends that we work with BB&K to amend the Infrastructure Funding Agreement with BCVRPD and the County of Riverside and request an advance of funds to complete the referenced project.

Respectfully Submitted,



Mickey Valdivia
Assistant General Manager
Human Resources Administrator

**INFRASTRUCTURE FUNDING AGREEMENT
COUNTY OF RIVERSIDE
UNINCORPORATED COMMUNITIES INITIATIVE**

This Infrastructure Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and Beaumont Cherry Valley Recreation Park District (“Recipient”). County and Recipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Board of Supervisors of the County of Riverside (“County”) and County departments are committed to providing support and funding derived from various sources, including but not limited to County general funds, to support eligible infrastructure projects and for the provision of services in unincorporated communities located within Riverside County; and

WHEREAS, to respond to service and/or infrastructure deficiencies that have been identified in unincorporated communities, which in turn affect the community as a whole, the County desires to enter into agreements with local agencies to provide funding for the delivery and implementation of vital and eligible infrastructure projects; and

WHEREAS, the County and Recipient desire to enter into this Agreement to provide the terms and conditions under which the Recipient is to receive funding to construct or cause to be constructed the infrastructure improvements to [to Install 8” water line west to east from existing well through the property and or 8” sewer from existing stub located on existing westerly property. (“Project”);

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
 - 2.1 Attachment A – Project Scope
 - 2.2 Attachment B – Indemnification and Insurance Requirements
 - 2.3 Attachment C – Part 1: Project Monitoring Requirements and Monitoring Requirements and Part 2: Construction Requirements
3. Project; Scope of Work. Recipient shall be responsible for completion of all activities associated with designing, engineering, implementation, installation and construction of the Project, as described in the Project Scope, **Attachment A**, on or before September 2023, by using funds received from the County in the amount provided in Section 4 of this Agreement. The Recipient shall also furnish timely reporting and documentation within the timelines and requirements provided in Part 1: Project Monitoring Requirements and Monitoring Requirements, **Attachment C**. Under the provisions of the Agreement, the County shall bear no responsibility for the Project, including

without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Project.

3.1 **Project Signage.** Recipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Project site(s) and shall include the County’s color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the County of Riverside’s Unincorporated Communities Initiative and through an agreement with [Beaumont Cherry Valley recreation and Park District].” The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Funding.

4.1 County shall provide funding to Recipient in an amount not to exceed [Four Hundred Thousand 400,000.00 (“Award”), in quarterly payments in accordance with progress pay estimates submittals for the completion of the Project. Recipient shall be responsible for the provision of funding for costs of the Project that is in excess of the Award amount provided in this Section 4.1.

4.2 Except as expressly provided in **Attachment A** of this Agreement, Recipient shall not be entitled to nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for the Project and makes up the entire amount which the County has approved to fund for the Project. Recipient shall not be entitled by virtue of this Agreement to consideration in excess of the Award amount and Recipient shall be responsible for any and all costs incurred over the Award amount for its implementation and completion of the Project. Any subsequent amendments to the Project scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of Recipient.

4.3 Should it be determined at any time by the Recipient or the County that the Recipient cannot, will not or is unable to complete the Project in accordance with the provisions of this Agreement on or before [September 2024], then the Recipient shall return 100% of the Award amount to the County within thirty (30) days of notification.

4.4 In the event the actual cost for Project is less than Award, Recipient shall refund the difference to County within thirty (30) days of filing the Notice of Completion for Project. Recipient shall return any Award Funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of filing the Notice of Completion of construction of the Project, or upon request by the County, whichever occurs first.

5. Invoicing and Billing.

5.1 Invoices.

5.1.1 Invoices shall be submitted via e-mail to [\[INSERT EMAIL ADDRESS\]](#)

5.1.2 Supporting documentation shall accompany each invoice: copies of paid receipts and invoices of all Recipient Project costs incurred by Recipient.

5.1.3 County may require additional supporting documentation or clarification of claimed expenses as follows:

5.1.3.1 County Executive Office staff shall notify Recipient to obtain necessary additional documentation or clarification.

5.1.3.2 Recipient shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within three business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

5.1.3.4 Recipient may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.2 Payments

5.2.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

5.2.2 County shall not pay for unauthorized costs incurred by Recipient or for the claimed work which County monitoring shows have not been provided as authorized.

5.2.3 County retains the right to withhold payment on disputed claims.

6. Term. The Term of this Agreement shall commence on the date of approval of this Agreement by the Board of Supervisors and continue until completion of the Project or on September 2024 whichever is sooner, unless sooner terminated as provided herein.

7. Recipient Compliance Obligations. The Recipient agrees to comply with the terms and conditions of this Agreement. The Recipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith.

8. Contract Representatives.

8.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

8.2 Recipient Representative. The General Manager or Executive Assistant shall be the designated representative who shall administer this Agreement on behalf of the Recipient.

9. Records and Audit.

9.1 Recipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

9.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Recipient shall, at the direction of the agency performing

the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

10. Monitoring of Contract Compliance and Infrastructure Progress Reports.

10.1 **Contract Compliance.** The Recipient shall comply with the monitoring arrangements set forth in **Part 1: Monitoring Requirements Schedule and Part 2: Construction Requirements**, attached as **Attachment C**.

10.2 **Project Progress Reports and Progress Pay Estimates.** Recipient shall, as specified herein, provide quarterly reports detailing the Project's progress, including a financial status report and milestone progress report as described in **Attachment C**.

11. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office
Attention:
4080 Lemon Street, 4th Floor
Riverside, CA. 92501

If to Recipient:

Beaumont Cherry Valley Recreation Park
Attention: Duane Burk
390 West Oak Valley Parkway
Beaumont, CA 92223

11. Conflicts of Interest. RECIPIENT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

12. Nondiscrimination. During any period in which Recipient is in receipt of funds from Recipient, Recipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Recipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601

et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Recipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

13. Indemnification. The Recipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment B**.

14. Insurance. Recipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment B**.

15. Termination. The County may terminate this agreement upon a determination that Recipient is not complying with the terms and conditions of this Agreement. The County may withhold additional planned distributions of funding to Recipient pending receipt of requisite reporting requirements by Recipient to the County as described herein.

16. Compliance with Laws. The Recipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Recipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

17. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Recipient shall proceed diligently with the Project described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Status of Recipient. The Recipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Recipient (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Recipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

18.1 All acts of Recipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Recipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Recipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Recipient. At all times during the term of this Agreement, the Recipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

18.2 If in the performance of this Agreement any third persons are employed by Recipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Recipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Recipient. It is further understood and agreed that Recipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Recipient's assigned personnel under the terms and conditions of this Agreement.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

21. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

22. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

23. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the

electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

[Signature Provisions on Following Page]

28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision
of the State of California

Duane Burk
General Manager, Beaumont Cherry
Valley Recreation Park District.

By: _____
Chair, Board of Supervisors

By: _____

Date: _____

Date: _____

ATTEST:
Clerk of the Board
Kecia Harper

ATTEST:
Clerk of the Board
Ryann Flores

By: _____
Deputy

By: _____

(Seal)

APPROVED AS TO FORM
County Counsel

APPROVED AS TO FORM
General Counsel

By: _____

By: _____

**ATTACHMENT A
PROJECT SCOPE**

Scope of Work

Project Budget

Plans & Spec's, Bidding -	\$10,000 +
Mobilization -	\$7,000
Construction/Materials (water) -	\$450,000
Demobilization -	\$7,000

Funding

[need payment disbursement terms from County]

Schedule

Milestones / Task / Activity	Planned Start Date	Planned Completion Date
1. Design Request for Proposal		
2. Preliminary Design Report		
3. Environmental Studies		
4. Design		
5. Bid Phase		
6. Construction		
7. Project Closeout		

ATTACHMENT B
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Recipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Recipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

3. Recipient further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Recipient for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Recipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Recipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Recipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Recipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Recipient. The cost for defense shall apply whether or not Recipient is a party to the lawsuit and shall apply whether or not Recipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Recipient.

2. Without affecting the rights of County under any other provision of this Agreement, Recipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Recipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Recipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

D. Recipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

E. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Recipient's obligation to indemnify or hold the County harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the County as Additional Insureds.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Recipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DESIGN PROFESSIONALS, DOCTORS, AND LAWYERS) Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Recipient shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Recipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Recipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Recipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Recipient shall cause Recipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and

attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Recipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Recipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Recipient has become inadequate.

7. Recipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9. Recipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

ATTACHMENT E
PART 1
PROJECT MONITORING REQUIREMENTS AND MONITORING REQUIREMENTS

Quarterly Progress Reports shall be submitted on the 21st of the month following the previous quarter. Quarterly reports shall be sent via e-mail to [\[INSERT EMAIL ADDRESS\]](#). The quarterly report shall include a brief description of the work performed during the reporting period, including construction status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement. The progress pay estimate for the reporting period shall be included as part of the quarterly progress report submittal.

ATTACHMENT E
PART 2
CONSTRUCTION REQUIREMENTS

RECIPIENT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. To the extent that it has not already done so, the Recipient shall prepare or cause plans and specifications ("Plans") to be prepared for the Project prior to advertising Project for construction bids.

3. Provide COUNTY a copy of the engineering design cost proposal and associated design schedule for the PROJECT.

4. Advertise and award a public works construction contract for the PROJECT and begin construction within four months (4) months of execution of this Agreement.

5. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.

7. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain the PROJECT.

8. Advertise, award and administer a public works construction contract for the Project pursuant to the provisions of applicable laws for public works of improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.

9. Shall certify and cause its contractor to certify, that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient and its Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient and its Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of

California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded.

For parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c. Direct support to the government and people of Ukraine.

To comply with this requirement, please insert your name and Federal ID Number (if available) on the Certification Form attached hereto, execute by a duly authorized representative for the contractor and return to the County.

10. The Recipient shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code and applicable laws relating to general prevailing wage rates.

11. Each contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Recipient as obligee and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure.

12. Provide COUNTY with written notice that RECIPIENT has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth herein the lowest responsible bid contract amount.

13. Prior to commencing PROJECT construction, provide to County:
 - a. A construction schedule which shall show the order and dates in which RECIPIENT or RECIPIENT's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and
 - b. A confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5156 et seq. and COUNTY's Confined Space Procedures, SOM-18.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all working on the site.

15. Order the relocation of all utilities within RECIPIENT rights of way which conflict with the construction of PROJECT and which must be relocated at the expense of who may have superior property rights.

16. Procure or caused to be procured insurance coverages during the term of this Agreement. RECIPIENT shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to RECIPIENT issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to COUNTY. At minimum, the procured insurance coverages should adhere to the COUNTY's required insurance provided in **Attachment B** to this Agreement.

17. Construct, or cause to be constructed, PROJECT pursuant to a RECIPIENT administered public works construction contract, in accordance with the Plans, and pay all costs associated therewith.

18. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager and pay all costs associated therewith.

19. Provide COUNTY with a copy of the RECIPIENT's recorded Notice of Completion.

20. Keep an accurate accounting of all PROJECT cost and provide this accounting to COUNTY with RECIPIENT's Notice of Completion. The final accounting of construction cost shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, RECIPIENT approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the PLANS. RECIPIENT shall be responsible to pay any amounts in excess of Award amount provided in this Agreement.

21. Refund to COUNTY, at the time of providing a Notice of Completion, any unexpended portions of Award amount within thirty (30) days of the Notice of Completion is filed for recordation.

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE

Prior to bidding on, submitting a proposal, or executing a contract, a party/contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor’s Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the party/contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor’s Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Party/Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		



Department Report

Agenda Item No. 4

To: Board of Directors:

From: Ryann Flores, Human Resources Assistant/Clerk of the Board

Date: August 9, 2023

Subject: June/July 2023

Reporting:

- The Human Resources department has no new hires.
- I would like to introduce Damon Valdivia to the Activities Coordinator position as well as Noah Valdivia to the Athletic Facilities Coordinator position.
- AB 1825 requires all staff and Board members to complete the Sexual Harassment Avoidance Training.
 - As of today, (89%) of staff have completed the training.
 - As of today, (16%) of the Board have completed the training.
- The Assistant General Manager and I are wrapping up the CPS HR Audit with some final details.
- The staff picnic went great and had a good turnout.
- CAPRI is now offering the District an EAP (Employee Assistance Program) and I have emailed out those details to all staff and Board members.

Training:

- I attended the following webinars:
 - Understanding CalPERS' 2024 Health Premiums

Community/Networking:

- July 17, 2023 – Movie Under the Stars

Upcoming Events:

- August 11, 2023 – Good Morning Beaumont Breakfast at Noble Creek Community Center
- August 16, 2023 – Banning Sunrise Breakfast at Farm's House Restaurant
- September 28, 2023 – Beaumont State of the City at Morongo Golf Club at Tukwet Canyon

Respectfully Submitted,

Ryann Flores

Human Resources Assistant/Clerk of the Board



Department Report

Agenda Item No. 4

To: Board of Directors
From: Noah Valdivia – Athletic Facilities Coordinator
Date: August 9, 2023
Subject: June/July 2023

Report:

- In the months of June and July we hosted a total of 4 **BYB** (Beaumont Youth Baseball/Softball) All-Star tournaments.
- **Triple Crown** hosted a one-day softball tournament on July 26th.
- **Just Want to Play Ball** hosted a two-day tournament on the weekend of July 29th.
- Our adult summer slow-pitch softball seasons have all begun. We are expecting some schedule changes due to field renovations.
- We will be closing fields 4,5,6 and 7 at different times throughout the month of August for turf renovations.
- On July 29th I visited the **Redlands Community Pickleball Group** to tour their new facility in hopes of bringing something like it to the park district.
- Our Facilities were well used throughout both June and July hosting a variety of events.
- The AMS and I held a meeting with our recreation assistants to go over facility expectations.
- The AMS and I have been meeting with Dodie Carlson to go over all things related to sports programming.
- A small group of us took a trip to San Luis Obispo to visit Dairy Creek Golf Course to experience and learn about their Swing Time facility.

Other:

- Fire camp provides many community benefits regarding public safety, however there are minor impacts to our park. This is part of the reasoning behind field closures/turf renovations. We also had to cancel the BYB all-star tournament and RC weekend event.
- I attended the Cherry Festival walk through on August 5, 2023.

Community/Networking:

- Good Morning Beaumont Breakfast – June 9, 2023
- Calimesa Chamber Breakfast – June 13, 2023
- Calimesa Chamber Breakfast – July 11, 2023
- Good Morning Beaumont Breakfast – July 14, 2023
- Banning Chamber Sunrise Breakfast – July 19, 2023
- Banning Chamber Mixer – July 28, 2023

Respectfully Submitted,

Noah Valdivia

Athletic Facilities Coordinator



Department Report

Agenda Item No. 4

To Board of Directors

From: Damon Valdivia

Date: August 9, 2023

Subject: July 2023

Report:

In the month of July, we hosted our Movies Under the Stars event at Bogart Park in which we showed Shrek to a crowd of around 200 people that we were happy to see make the trip to Bogart. We provided the kids with free popcorn thanks to the sponsorship of Riverside County Supervisor Yxstian Gutierrez. This also went towards creating a crafts station for the kids where we provided supplies for them to make slime and a Shrek mask.

Nearly half of the crowd in attendance were at Bogart Park for the first time. Placing more events at Bogart Park seems to be a need. Helping the community become more aware of its existence and offerings, such as annual passes and fishing passes that have started and will continue under our jurisdiction.

Additionally, we hosted our 2nd Annual National Night Out or also referred to as our Touch a Truck Event. The attendance of around 2,000 showed National Night Out as a huge success and an event that the community can look forward to every year. This event was possible due to the collaboration of many agencies such as City of Beaumont, Beaumont and Banning PD, Cal Fire and many more.

I would also like to extend a special thank you for the appearance of the helicopters from CHP and RSO, we know those are a valuable resource, but also a crowd favorite. They were able to make an appearance despite fighting the Bonny Fire, so I would also like to say thanks to those who were not able to attend due to their obligations regarding the fire.

District Events:

- Foundation Thank You Dinner - August 11, 2023
- Bogart BBQ Cookoff – August 26, 2023 at Bogart Park

District Past Events:

- Movies Under the Stars - July 17, 2023 at Bogart Park
- National Night Out – July 28, 2023 at Noble Creek Regional Park

Community/Networking:

- Triple Crown Firework Fastpitch Tournament in Colorado – June 27, 2023 – July 3, 2023
- Beaumont Coyotes 43rd Annual Tournament – July 7, 2023 – July 9, 2023
- Good Morning Beaumont Breakfast – July 14, 2023
- Banning Chamber Sunrise Breakfast - July 19, 2023
- Beaumont High School Reunion Group – July 24, 2023

Respectfully Submitted,

Damon Valdivia
Activities Coordinator



Department Report

Agenda Item No. 4

To: Board of Directors
From: Aaron Morris, Maintenance Assistant Superintendent
Date: August 9th, 2023
Subject: June, July 2023

Report:

Good Evening Board,

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

Other:

- The District hosted Fire Camp this last month during the recent fires. The Camp lasted 11 days which started July 14th, 2023 and ended July 24th, 2023.
- Staff stocked the Bogart Regional Park Pond with 250 pounds of Catfish on July 20th, 2023.
- Staff assisted with the set up and tear down of the Movies Under the Stars event hosted in the Bogart Day Use Meadow.
- I've been working with Nancy on developing a generic RFP (Request for Proposal) to begin gathering estimates for Facilities, Grounds, and Athletic Field Maintenance.
- Fields 5 and 7 will be having their outfield turf irrigation layouts redone.
- Fields 1, 4, 5, 6, and 7 will be undergoing field renovations which include turf plaining, sand grading and leveling, and hydroseeding or overseeding.
- I have been working with the new Athletic Facilities Coordinator planning future facility improvements & the Activities Coordinator planning Oktoberfest.
- We are looking to hire more Casual Recreation Assistants to help staff future Athletic Events and Facility Events.

Respectfully Submitted,

Aaron Morris
Assistant Maintenance Superintendent



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Board of Directors
From: Nancy Law, Executive Assistant
Date: August 9th, 2023
Subject: July 2023

Report:

The Finance Committee met Monday, August 7th, 2023 to review July 2023 Financial Reports for Fiscal Year 2023-2024.

Property Tax Disbursement – The Executive Assistant has received preliminary 1 deposit for July 2023 in the amount of \$35,572.86 as of 8/3/2023.

The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for July 2023 and Transfer \$91,982.19 to the Operating account per approved Board Action on July 12th, 2023, bringing our Reserve balance to \$92,165.86, and transferred into the Money Market account \$7,500.00 monthly contributions for July 2023 bringing our balance to \$233,850.48.

Other:

- ❖ Executive Assistant has been working with the Auditors for Fiscal Year 21/22 and conducted a Site-Visit on July 28th, 2023.
- ❖ Executive Assistant, Assistant Maintenance Superintendent and Athletic Facilities Coordinator met with ProCam to get a quote on keyless entry door locks.
- ❖ Executive Assistant, Assistant Maintenance Superintendent, Athletic Facilities Coordinator and Finance Service Tech met with Fire to do a walk-thru of park and a final walk-thru and negotiations of contract agreement.
- ❖ Executive Assistant attended a CSMFO Webinar – Embezzled: Lessons Learned from a Recent Fraud Case Study in Internal Controls, Procurement, and Contract Management.
- ❖ Executive Assistant attended CalPERS Webinar – CERBT Year End Reporting and Disbursement requests.
- ❖ Executive Assistant and Assistant Maintenance Superintendent met with Polished Images about placement of the new kiosk gate arms.

Community/Networking:

- ❖ Executive Assistant attended the Beaumont Chamber Breakfast on 7/14/2023.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,


Nancy Law
Executive Assistant



Department Report

Agenda Item No. 4

To: Board of Directors

From: Mickey Valdivia

Date: August 9th, 2023

Subject: Assistant General Manager/Human Resources Administrator – June & July 2023

Public Agencies:

- Water – San Gorgonio Pass Water Agency, BCVWD, Yucaipa Valley Water District
- County of Riverside – Nick Hughes was appointed to the San Gorgonio MAC 8/1/23

Committee Reports:

- Personnel Committee – June & July
 - Employee Retention Action (nexus for family medical insurance quotes, adapting to post Covid-19 schedules)
 - Education re-imburement
- Vacancies in casuals, FTE maintenance vs. contracting,
- Special event contracting

Workers Compensation- Cases/Incidents/Accidents:

- No open cases. It has been **557** days since our last employee accident.

Community/Networking:

- Local Chambers of Commerce – Banning, Beaumont, Calimesa
- Student of the Month breakfast – Altura Credit Union resumes 2023 (1st breakfast 9/5/23)

Miscellaneous Business:

- CalPERS Webinar – “Understanding CalPERS 2024 Health Premiums” 8/2/2023.
 - Increased premiums, investment strategies
- COI (Community of Interest) \$400K for DTR - Update
- CSDA Conference via SGPWA (August 28th – August 31st 2023)

Respectfully Submitted,

Mickey Valdivia
Assistant General Manager/Human Resources Administrator