

This Agreement for Reimbursement (“Agreement”) is made and entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“District”) and the City of Beaumont, California (“City”). District and City may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The District is the owner of that certain real property known as Noble Creek Park located within the City of Beaumont, County of Riverside, California, the address being 390 Oak Valley Parkway, Beaumont, CA 92223, and as depicted at Exhibit A attached hereto and incorporated herein by this reference (“Property”).

B. The Cherry Festival Association desires to hold the Cherry Festival from May 30, 2024 through June 2, 2024 at the Property.

C. The City has placed several conditions of approval on the City’s Special Event Permit including necessary changes to the Property, including constructing an Americans with Disabilities Act (“ADA”) ramp/walkway, constructing seven (7) additional handicap parking spaces, adding new fire lanes and pedestrian ingress and egress gates, and other California Building Code requirements (the “Project”).

D. A depiction of the Property and the Project improvements are found at Exhibit A, attached hereto and incorporated herein by this reference. The locations and scope of the improvements are subject to change in order to meet the satisfaction of the City.

E. The City has offered to reimburse the District up to \$100,000 for the Project to covers the District’s costs, including consulting services related to executing the Project.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the District and the City mutually agree as follows:

1. Incorporation of Recitals. The Parties agree that the recitals above are true and correct and are incorporated herein by this reference.

2. Term. The term of this Agreement shall commence on the date that this Agreement is approved by the Beaumont City Council and fully executed by the Parties (“Effective Date”) and continue through October 31, 2024.

3. Termination. This Agreement shall automatically terminate upon either completion of the construction items listed in Exhibit “A” or October 31, 2024, whichever occurs first. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement, with or without cause, upon 20 days written notice. In the event that the City terminates this Agreement without cause, the City will pay for any authorized reimbursable Project work completed prior to the notice of termination being issued, but in no event shall the City’s contribution and/or liability to the Project exceed the sum of \$100,000.

4. Force Majeure. Neither the District nor the City shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the District's or the District's contractor's/subcontractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Project site; (2) terrorism or other acts of a public enemy; and (3) national or statewide pandemics, epidemics or quarantine restrictions. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Reimbursed Services.

a. The District shall complete the Project before May 30, 2024, in time for the commencement of the Cherry Festival. The Project shall be informally competitively bid by soliciting quotes from various vendors in order to meet the condensed schedule in time for the Cherry Festival. Prevailing wages shall be paid on the Project, in addition to remaining compliant with all other applicable federal, state, and/or local laws. A design-build method may be applied to expedite projects where necessary to complete the Project in time for the Cherry Festival. District shall apply for and obtain permits for the Project improvements from the City of Beaumont. The City will expedite permit processing for the Project.

b. Project costs reimbursable by the City shall not include any reimbursement for District staff time or District fees. The City's contribution shall be used solely for reimbursement of payments to third party contractors and design consultants hired by the District to complete the required improvements for the 2024 Cherry Festival Project as depicted in Exhibit "A." In no event shall the City's contribution and/or liability in connection with the Project exceed one hundred thousand dollars (\$100,000.00).

6. Reimbursement. The District shall provide to the City receipts of its reimbursable Project costs. Within thirty (30) days of receiving the District's receipts, the City will submit payment to the District to reimburse the District for its reimbursable costs. If there is any disagreement about costs being reasonable or the sufficiency of documentation provided by District, City may request a meet and confer, but in no event shall the City have any obligation to reimburse the District for a cost/expense that the City disputes or deems not to have been an authorized or reimbursable Project expense/cost.

7. Assignment. This Agreement shall not be assigned in whole or in part, without the prior written consent of both Parties.

8. Interpretation. This Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California.

9. Notice. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such Notices may be given to the respective parties at the following

addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such Notices shall be deemed made when sent by email; personally delivered; or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

CITY OF BEAUMONT
560 E 6th St
Beaumont, CA 92223

Attention: City Manager

DISTRICT:

390 Oak Valley Parkway
Beaumont, CA 92223

Attention: General Manager

10. Governing Law. This Agreement shall be governed by the laws of the State of California.

11. Jurisdiction & Venue. Any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. The District and City each consent to the personal jurisdiction of the court in any such action or proceedings.

12. Entire Agreement; Modification. This Agreement represents the entire integrated Agreement between the District and the City related to the subject of cost reimbursement pertaining to the Project, and supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the Parties. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both Parties.

13. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the District and the City both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

14. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

15. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one (1) copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The Parties hereto hereby agree that electronic signatures are acceptable and shall be the same force and legal effect as original wet signatures.

16. Authority. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

[SIGNATURES TO FOLLOW DIRECTLY BELOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement the _____ day of _____, 2024.

**BEAUMONT-CHERRY VALLEY
RECREATION AND PARK DISTRICT:**

Mickey Valdivia, General Manager

CITY OF BEAUMONT:

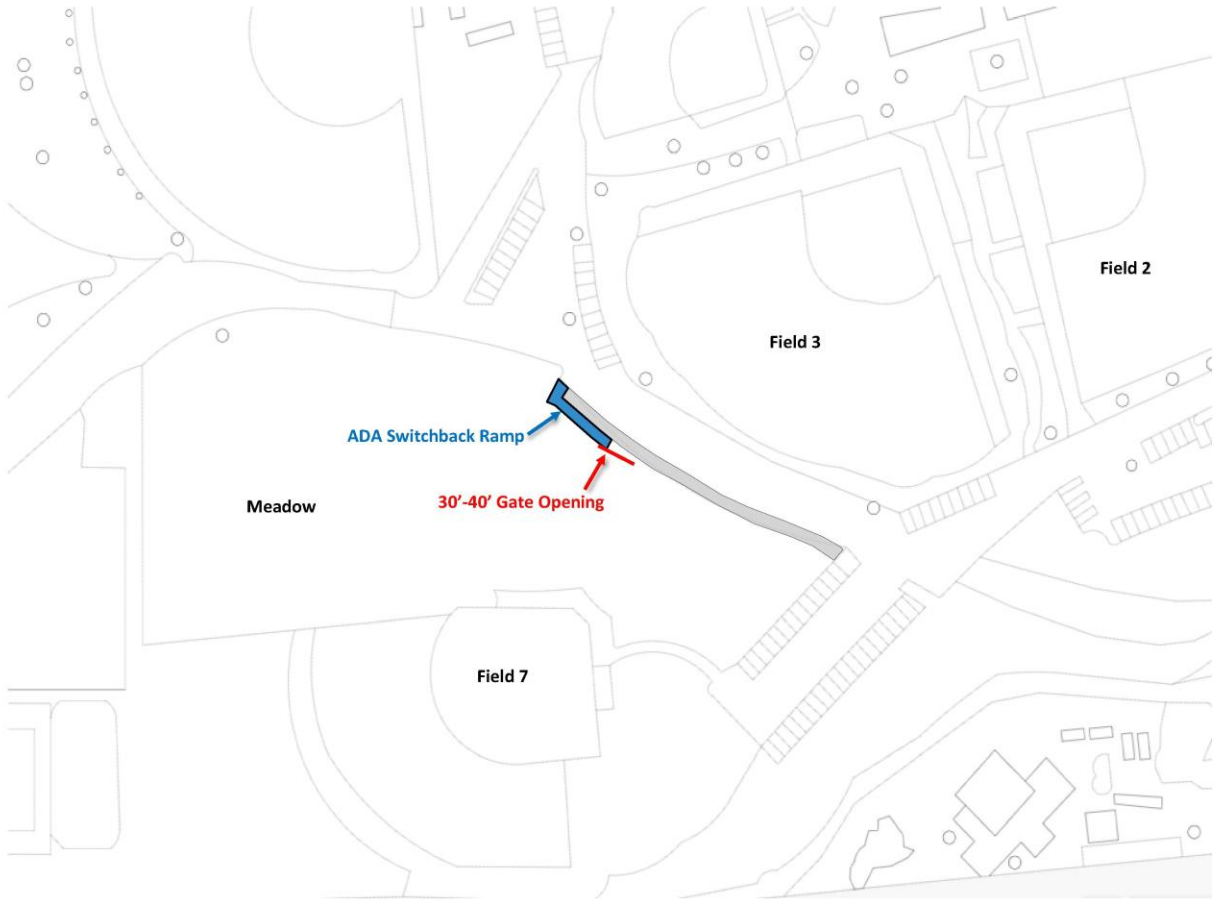
Elizabeth Gibbs, City Manager

ATTEST:

City Clerk

EXHIBIT A

DEPICTION OF PROPERTY AND PROJECT IMPROVEMENTS





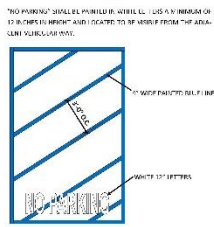
ADA SIGNAGE

1. ADA SIGNAGE ON PARKING SPACES FOR STALL PARKING SHALL BE:
 - a. SIGNAGE SHALL BE PLACED ON PLACES WITH PHYSICAL BARRIERS SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT.
 - b. SIGNAGE SHALL BE PLACED ON PLACES WITH PHYSICAL BARRIERS SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT. IT SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PLACEMENT.
2. PROVIDE ADDITIONAL VAN ACCESSIBLE SIGN AT VAN PARKING SPACES.
3. 2" DOWNS FOR GAINING LEGS POS.
4. USE CONCRETE FINISHING WHERE NECESSARY.
5. PARKING SPACE IDENTIFICATION SIGNS SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY COMPLYING WITH SECTION 316-203.2.2. IN WHITE OR A BLUE BACKGROUND. SIGN CONTAINING VAN PARKING SPACES SHALL CONTAIN ADDITIONAL LANGUAGE OF AN ADDITIONAL SIGN WITH THE IDENTIFICATION. VAN ACCESSIBLE SIGN SHALL BE 400MM MINIMUM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. SIGNAGE TO THE BOTTOM OF THE SIGN. EXCEPTION: SIGNAGE LOCATED WITHIN A 10-METER PATH SHALL BE A MINIMUM OF 400MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE (AS APPLICABLE TO THE SIGN) 10" MIN.
6. ADDITIONAL LANGUAGE ON AN ADDITIONAL SIGN: "THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL STATE "MINIMUM FINE \$250".
7. PARKING SPACE IDENTIFICATION SIGN SHALL BE OVER FROM EACH PARKING SPACE. SIGN SHALL BE 400MM MINIMUM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. SIGNAGE TO THE BOTTOM OF THE SIGN. EXCEPTION: SIGNAGE LOCATED WITHIN A 10-METER PATH SHALL BE A MINIMUM OF 400MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE (AS APPLICABLE TO THE SIGN) 10" MIN.

CONSTRUCTION NOTES

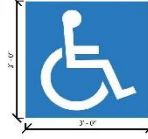
1. INSTALL CONCRETE CURB TO BE 150MM HIGH.
2. INSTALL 100MM DOWNS AS SHOWN PER DETAIL ON EXHIBIT 2.
3. INSTALL ACCESSIBLE PARKING SPACES PER DETAIL ON EXHIBIT 2.
4. BLUE PAINT ACCESSIBLE PARKING SPACES PER DETAIL ON EXHIBIT 2.
5. BLUE STRIP PATH OF TRAVEL PER PAINTED STRIP DETAIL ON EXHIBIT 2.
6. INSTALL ACCESSIBLE TRAFFIC SIGN PER DETAIL ON EXHIBIT 2. SIGN HEIGHT 3 FOR LOCATION & DIRECTION ARROW OR SIGN.
7. WHITE PAINT 127" TALL PARKING SPACE IDENTIFICATION LETTERS PER DETAIL ON EXHIBIT 2. SIGN HEIGHT 3 FOR LOCATION & DIRECTION ARROW OR SIGN.

PAINTED STRIPE



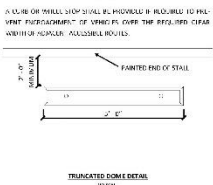
HANDICAP PARKING STRIP STRIPING

THE PARKING SPACE SHALL BE OUTLINED IN BLUE OR PAINTED BLUE AND SHALL BE MARKED WITH AN INTERNATIONAL SYMBOL OF ACCESSIBILITY (COMPLYING WITH SECTION 316-203.2.2) A MINIMUM OF 400MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE CENTER OF THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE A MINIMUM OF 100MM FROM THE CENTERLINE OF THE PARKING SPACE AND 750MM FROM THE CURB OR EDGE OF THE PARKING SPACE. THE COLOR OF BLUE SHALL APPROXIMATE 75% TO 100% IN FEDERAL STANDARD SPEC. A NUMBER NOT BE PROVIDED INSIDE OR OUTSIDE OF THE BARRIERS FOR THE INTERNATIONAL SYMBOL OF ACCESSIBILITY TO THE SIGN.



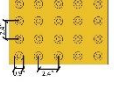
- NOTE:
1. LOCATE SYMBOL AT CENTER OF THE STRIP. WHITE SIGNAGE ON BLUE.
 2. PROVIDE TWO (2) COATS OF BLUE TRAFFIC PAINT.

CONCRETE WHEEL STOPS



A CURB OR WHEEL STOP SHALL BE PROVIDED IF REQUIRED TO PREVENT ENCROACHMENT OF VEHICLE FROM THE PARKING SPACE. WIDTH OF WHEEL STOP SHALL BE 100MM. ACCESSIBLE ROUTES.

- NOTE:
1. CONCRETE WHEEL STOP SHALL BE PROVIDED WITH SMOOTH SURFACE MATERIAL SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE.
 2. TRUNCATED DOME TOP TO BE "TYPICAL PLASTIC" PRODUCTS AND BE INSTALLED BY LICENSED INSTALLER.
 3. TRUNCATED DOME TOP SHALL BE 100MM HIGH. TRUNCATED DOME TOP SHALL BE 100MM HIGH. TRUNCATED DOME TOP SHALL BE 100MM HIGH. TRUNCATED DOME TOP SHALL BE 100MM HIGH.
 4. IF A SIGN IS DISPLAYED ON A VEHICLE OR SIGN, AND THE SIGNAGE IS NOT FULLY SUPPORTED BY CURB, SIGNAGE OR OTHER SUPPORTS, THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE.



ACCESSIBLE WAITING SIGNAGE

INSTALL ACCESSIBLE WAITING SIGN PER DETAIL ON EXHIBIT 2. SIGN HEIGHT 3 FOR LOCATION & DIRECTION ARROW OR SIGN.

1. 127" SQUARE REFLECTIVE ALUMINUM SIGN WITH WHITE INTERNATIONAL SYMBOL OF ACCESSIBILITY ON BLUE BACKGROUND.
2. INTERNATIONAL ARROW POINTING TO ACCESSIBLE ROUTE AS REQUIRED BY SITE LOCATION.



ACCESSIBLE PARKING SIGNAGE

IDENTIFICATION OF PARKING SPACES FOR OUT-OF-STREET PARKING FACILITIES. EACH PARKING SPACE BE SERVED FOR PERSONS WITH PHYSICAL DISABILITIES SHALL BE IDENTIFIED BY A RED CIRCLED SIGN PER SIGNAGE TO THE BOTTOM OF THE SIGN. EXCEPTION: SIGNAGE LOCATED WITHIN A 10-METER PATH SHALL BE A MINIMUM OF 400MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE. THE SIGNAGE SHALL BE 100MM ABOVE THE FINISH FLOOR OR CONCRETE SURFACE.

1. PROVIDE ADDITIONAL VAN ACCESSIBLE SIGN AT VAN PARKING SPACES.
2. 127" X 200" SIGN.



NOBLE CREEK REGIONAL PARK
ADA PARKING STALL DETAIL
APRIL 9, 2024
EXHIBIT 2

