

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEAUMONT
AND
THE BEAUMONT – CHERRY VALLEY RECREATION AND PARK DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is entered into this 21st day of January 2025, by and between The City of Beaumont (“City”) and the Beaumont – Cherry Valley Recreation and Park District (“BCVRPD”) to establish a mutual agreement for waiving fees associated with the use of City facilities and parks for events organized by BCVRPD. City and BCVRPD may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, BCVRPD is a Special District that was established in 1972 to provide local park and recreation services and infrastructure.

WHEREAS, BCVRPD is operated through a locally elected board that works with local municipalities when conducting annual programs surrounding their district.

WHEREAS, BCVRPD holds community events within the City of Beaumont that promote the enrichment of this special district by providing community members with programs of outstanding quality.

WHEREAS, the City finds that this Agreement will serve a valid public purpose by promoting health, entertainment, recreation, well-being, economic development and education within the community served by BCVRPD and the City of Beaumont.

WHEREAS, each event held within the City requires fees to process any permits needed for compliance with City code and to assist with staff time needed to process these permits.

WHEREAS, the City would like to establish this Agreement and create a fee waiver form to be utilized by BCVRPD when events are held within the City.

WHEREAS, the City would like to provide a monetary donation to BCVRPD to cover the costs associated with the use of the Beaumont Police Department at events held by the BCVRPD within the City.

WHEREAS, this Agreement will allow BCVRPD to use the monies that would otherwise be spent on City permit fees and police services to be placed back into the BCVRPD programs to increase the quality of the programs for the Beaumont residents.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged BCVRPD and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals.

1.1 The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Agreements.

2.1 This Agreement authorizes Beaumont City Staff to waive fees for permits, plan review, and staff time associated with BCVRPD events held within the City of Beaumont.

2.2 The Beaumont City Council hereby authorizes monetary donations, provided such donations are set forth in the City Council approved budget, to BCVRPD to cover the cost of Beaumont Police Department police services at BCVRPD events held within the City of Beaumont.

2.3 The Parties agree and confirm that the term of this Agreement will take effect on January 21, 2025, and end June 30, 2028. At the end of the term of this Agreement, the Parties can extend the term of this Agreement by mutual written agreement.

2.4 Notwithstanding anything herein to the contrary, the Parties agree and confirm that either Party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other Party.

3.0 Miscellaneous.

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

3.2 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To CITY:

Doug Story
Director of Community Services
550 E. 6th Street
Beaumont, CA 92223

To BCVRPD:

Mickey Valdivia
General Manager, Contracts
390 W. Oak Valley Parkway
Beaumont, CA 92223

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

- 3.3 Cooperation; Further Acts. The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 3.4 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5 Indemnification. To the fullest extent permitted by applicable law, BCVRPD shall and does agree to indemnify, protect, defend (with counsel of City's choice) and hold harmless the City of Beaumont and its respective officers, directors, council members, employees, agents, agencies, departments, contractors, representatives, attorneys, successors, and assigns individually and collectively, from and against any and all liabilities, claims, damages, deaths, injuries, losses, liens, causes of action, suits, awards, judgments and expenses, attorney, expert and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from any BCVRPD activity or event held, sponsored or promoted by BCVRPD and/or its agents referred to in this agreement held in the City of Beaumont for which the City of Beaumont waived its City fees for such BCVRPD activity or event.

Notwithstanding anything to the contrary in this Agreement, BCVRPD is not obligated to indemnify, protect, defend, or hold harmless the City of Beaumont against any claims to the extent such injuries, losses, damages or expenses were caused solely by the negligence, recklessness or willful misconduct of the City of Beaumont and/or its respective officers, directors, council members, employees, agents, agencies, departments, contractors, representatives, attorneys, successors, and assigns individually and collectively.

- 3.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.
- 3.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

- 3.8 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.9 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- 3.10 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.12 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.
- 3.13 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.
- 3.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 3.15 Entire Agreement. This Agreement contains the entire agreement between Parties and supersedes any prior oral or written statements or agreements between Parties regarding the limited subject matter stated within this Agreement.
- 3.16 Electronic Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[SIGNATURES OF PARTIES ON NEXT PAGE]

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEAUMONT
AND
THE BEAUMONT – CHERRY VALLEY RECREATION AND PARK DISTRICT**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
as of the day and year first above written.**

City of Beaumont

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

**Beaumont – Cherry Valley Recreation and Park
District**

By: _____

GENERAL MANAGER

APPROVED AS TO FORM:

By: _____

GENERAL COUNSEL