



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Kelly J. Gregg *President*

James Roberts III *Vice President*

Jose Gonzalez *Director*

Shawna Irish *Director*

Roman Aguilar III *Director*

Kyle Woolley *General Manager*

HESPERIA RECREATION AND PARK DISTRICT

Wednesday, January 10, 2024 - 6:00 P.M.

Lime Street Park Community Center

16292 Lime Street, Hesperia, CA 92345

AGENDA

THE PUBLIC MAY PARTICIPATE VIA TELECONFERENCE BY DIALING

+1 (224) 501-3412 ACCESS CODE: 655-498-677

PLEASE MUTE YOUR PHONE UNLESS YOU WISH TO SPEAK

CALL TO ORDER

- a. Roll Call
- b. Approval of Agenda

FLAG SALUTE

PROCLAMATIONS AND PRESENTATIONS

- a. Proclamation, Kids Kamp
- b. Proclamation, Raising Cane's
- c. Presentation from The KYA Group, Project Timelines
- d. Presentation from CV Strategies, Website Update
- e. Presentation, Maintenance Department Update, District-Wide Facilities and Parks

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

Welcome to this Board of Directors Meeting. The Board encourages public participation. If you desire to address the Board on any District related matter or item on the Agenda, you are asked to please fill out one of the speaker forms in the back of the meeting room and turn it in to the General Manager. When called upon, please come forward, and state your name and address (if you wish) before addressing the Board. Please limit your comments to five minutes per speaker.

Please note that if you address the Board on items NOT on the Agenda, the Brown Act does not allow discussion of such items. Therefore, the Board may only do the following: refer the

matter to staff, ask for additional information, request a report back, or give a very limited factual response.

CONSENT ITEMS

The following items are expected to be routine and non-controversial, and will be acted upon by the Board at one time without discussion, unless a Board member requests that an item be removed from the consent agenda and held for discussion.

- A. Approval of Minutes of Regular Meeting, December 13, 2023
- B. Approval of Minutes of Special Meeting, January 3, 2023

PULLED CONSENT ITEMS

DISCUSSION/ACTION ITEMS

- C. Discussion/ Action, Hesperia Community Farmer’s Market Agreement
- D. Approval of Update to Hesperia Recreation and Park District Policy Manual of Organization and Operations Section 4.07, Committees
- E. Approval of Yearly Agreements: Youth Sports Partners, Youth and Adult Sports Parter, Regular Facility Use, and Co-sponsorship Agreement
- F. Discussion, Park Ranger on Duty During All Working Hours
- G. Discussion/ Action, Basketball and Baseball/Softball Scoreboard Estimates
- H. Discussion/ Action, Security Camera Policy
- I. Discussion Only, No Action Taken: Board of Directors Approval of Hiring and Transferring v. Current Policy for General Manager Hiring and Transferring

CORRESPONDENCE/WRITTEN COMMUNICATION

GENERAL MANAGER REPORT

BOARD MEMBER REPORTS

Standing Committees:

- Recreation Foundation – Gonzalez/Irish
- Tri-Agency – Aguilar/Gonzalez (no meeting held)
- Safety, Security, and Maintenance – Gregg/Roberts
- Personnel – Gregg/Aguilar (no meeting held)
- Finance – Aguilar/Gregg (no meeting held)
- Development – Gregg/Roberts

Event – Irish/Gonzalez (no meeting held)
Recreation – Roberts/Irish

BOARD MEMBER COMMENTS

CLOSED SESSION ITEMS

- J. CLOSED SESSION Pursuant to Govt. Code Section 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: General Manager

REPORT FROM CLOSED SESSION, IF ANY

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for January 24, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

It is the intent of the Hesperia Recreation and Park District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Hesperia Recreation and Park District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (760) 244-5488, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Board Meeting documents can be reviewed by the public at the District Office, 16292 Lime Street, Hesperia, CA - Monday through Friday, 8:30 a.m. to 5:00 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: January 5, 2024

PHONE: (760) 244-5488

FROM: *KG* KARABETH GARCIA, EXECUTIVE DISTRICT CLERK
Hesperia Recreation and Park District

TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District

SUBJECT: EXPANDED AGENDA INFORMATION FOR REGULAR BOARD
MEETING 1/10/2024

DISCUSSION/ACTION ITEMS

C. Discussion/Action, Hesperia Community Farmer's Market Agreement

Background: The agreement with The Farm Stand – Oak Hills regarding the Hesperia Community Farmer's Market is up for renewal. Staff has been working with the organization's representatives and a draft of the proposed agreement is in your tab for review. Both The Farm Stand – Oak Hills and District staff will be in attendance to answer any questions from the Board.

Recommendation: Approve the agreement as is or provide staff with any updates needed to move forward.

Reference Materials Included In Tab: YES NO

1. 2024 Regular Facility User Agreement with The Farm Stand – Oak Hills

D. Approval of Update to Hesperia Recreation and Park District Policy Manual of Organization and Operations Section 4.07, Committees

Background: At the December 13, 2023, regular Board meeting, the Board of Directors requested updates to the District policy manual regarding the Committees listed and the additional section providing coverage for a committee member that cannot attend a scheduled meeting.

The Board had also requested to remove Section 4.07 (B) which outlines the duties of the standing committees. Legal has advised against the removal of the section and advised to expand the section to list the duties and purpose of each committee listed.

Recommendation: Approve Section 4.07 (A) as presented, and provide staff with the duties and purposes of each committee not listed in section 4.07 (B) – to be added to the policy.

Reference Materials Included In Tab: YES NO

2. Updated HRPD Policy Manual of Organization and Operations, Section 4.07, Committees

E. Approval of Yearly Agreements: Youth Sports Partners, Youth and Adult Sports Parter, Regular Facility Use, and Co-sponsorship Agreement

Background: The Board has requested to approve the Youth Sports Partners, Youth and Adult Sports Parter, Regular Facility Use, and Co-sponsorship Agreements going forward. The 2024 agreements are in your tab for review and approval.

Recommendation: Approve the agreements as presented, or give direction on any requested updates.

Reference Materials Included In Tab: YES NO

1. HRPD 2024 Youth Sports Partners, Youth and Adult Sports Parter, Regular Facility Use, and Co-sponsorship Agreements

F. Discussion, Park Ranger on Duty During All Working Hours

Background: This item was placed on the Agenda by the Safety, Security, and Maintenance Committee. Staff will defer the introduction of the item to the Committee.

Recommendation: If the Board chooses to amend the Policy/Employee Handbook/Park Ranger Policy, staff recommends to go over the possibilities in a workshop to define and strategize the fiscal impact. Please provide staff with direction on any suggested amendments.

Reference Materials Included In Tab: YES NO

G. Discussion/Action, Basketball and Baseball/Softball Scoreboard Estimates

Background: At the request of the Board, two quotes have been provided in your tab. The first is for eight baseball scoreboards and eight sponsor panels. The second set of quotes include the baseball/softball scoreboards, along with four basketball scoreboards.

Recommendation: Consensus of the Board.

Reference Materials Included In Tab: YES NO

1. Quote 1 – BSN Sports – Eight Baseball Scoreboards
2. Quote 2 – Varsity Scoreboards – Four Basketball Scoreboards and 8 Baseball/Softball Scoreboards

H. Discussion/Action, Security Camera Policy

Background: This item was placed on the Agenda by the Safety, Security, and Maintenance Committee. Suggestions included the drafting of policy that would outline who should have access to District security footage, who has authority to give it to outside agencies, and who has authority to control the settings.

Sample policies are included in your tab.

Recommendation: If the Board chooses to amend the Policy/Employee Handbook/Park Ranger Policy, please provide staff with direction on any suggested amendments. This will allow staff to create a redline version with added amendments to be brought to the Board for approval at a future meeting.

Reference Materials Included In Tab: YES NO

1. Sample Policy 1
2. Sample Policy 2

I. Discussion Only, No Action Taken: Board of Directors Approval of Hiring and Transferring v. Current Policy for General Manager Hiring and Transferring

Background: This item was postponed from the December 13, 2023, meeting. Legal has provided comments on this item.

Recommendation: If the Board chooses to amend the Policy/Employee Handbook, please provide staff with direction on any suggested amendments. This will allow staff to create a redline version with added amendments to be brought to the Board for approval at a future meeting.

Reference Materials Included In Tab: YES NO

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
December 13, 2023**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Gregg at 6:00 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT: Aguilar, Roberts, Gonzalez, Gregg, Irish
BOARD ABSENT: None
STAFF PRESENT: Woolley, Garcia, Varner, Hauser, Hague, Zepeda, Hague, Sanchez, Schauwecker
OTHERS: Fernanado Pico and Dave Koch, SitelogIQ

APPROVAL OF AGENDA

MOTION: It was moved by Vice President Roberts and seconded by Director Aguilar to add approve the Agenda. The motion passed by the following roll call vote:

AYES: Roberts, Gonzalez, Gregg, Irish, Aguilar
NOES: None
ABSENT: None
ABSTAIN: None

FLAG SALUTE

The Flag Salute was led by Vice President Roberts.

PROCLAMATIONS AND PRESENTATIONS

SitelogIQ - Energy Project Update

- Fernando Pico and Dave Koch gave an update on the solar, HVAC, and lighting projects.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

- Deputy B. Enriquez and Deputy Explorer San Maria thanked the Board for the usage of the John Swisher Community Center for their Halloween Haunted House event.

CONSENT ITEMS

- A. Approval of Minutes of Regular Meeting, November 8, 2023
- B. Approval of Minutes of Special Meeting, November 22, 2023
- C. Approval of Minutes of Regular Meeting, November 29, 2023

D. Claims for Payment

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve Consent Items A. through C. Motion was amended to approve Consent Items A. and B. The motion passed by the following roll call vote:

AYES: Gonzalez, Gregg, Irish, Aguilar, Roberts
NOES: None
ABSENT: None
ABSTAIN: None

PULLED CONSENT ITEMS

Item D was pulled by President Gregg.
Item C. was pulled by Director Aguilar.

MOTION: It was moved by President Gregg and seconded by Vice President Roberts to approve Consent Item C. The motion passed by the following roll call vote:

AYES: Gonzalez, Gregg, Irish, Roberts
NOES: None
ABSENT: None
ABSTAIN: Aguilar

MOTION: It was moved by President Gregg and seconded by Vice President Roberts to approve Consent Item D., except for the expenditure to Chris Kelley Towing. The motion passed by the following roll call vote:

AYES: Irish, Aguilar, Roberts, Gonzalez, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

DISCUSSION/ACTION ITEMS

E. Annual Election of Officers – President, Vice President, and Board Secretary

PRESIDENT: President Gregg opened nominations for President. President Gregg nominated James Roberts. Vice President Roberts declined. Vice President Roberts nominated Kelly Gregg. Director Gonzalez nominated Shawna Irish; Director Irish declined. Director Aguilar nominated himself, Roman Aguilar. No other nominations were made. President Gregg closed nominations. Director Irish seconded the nomination for Kelly Gregg. It was moved by Vice President Roberts and seconded by Director Irish to elect Kelly Gregg President of the Hesperia Recreation and Park District Board of Directors. The motion passed by the following roll call vote:

AYES: Gregg, Irish, Aguilar, Roberts, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

VICE PRESIDENT: President Gregg opened nominations for Vice President. Director Gonzalez nominated Roman Aguilar; no second was made. President Gregg nominated James Roberts, seconded by Director Irish. No other nominations were made. President Gregg closed nominations. It was moved by President Gregg and seconded by Director Irish to elect James Roberts Vice President of the Hesperia Recreation and Park District Board of Directors. The motion passed by the following roll call vote:

AYES: Gregg, Irish, Aguilar, Roberts, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

BOARD SECRETARY: President Gregg opened nominations for Board Secretary. Vice President Roberts nominated Karabeth Garcia, seconded by Director Gonzalez. No other nominations were made. President Gregg closed nominations. It was moved by Vice President Roberts and seconded by Director Gonzalez to elect Karabeth Garcia Board Secretary of the Hesperia Recreation and Park District Board of Directors. The motion passed by the following roll call vote:

AYES: Irish, Aguilar, Roberts, Gonzalez, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

Director Aguilar requested to move Item G. before Item F.
Item G. was addressed at this time.

- F. Nomination and Appointment of Board Committees
(Addressed after Item G.)

Appointments to the Board Committees were made as follows:

Foundation - Gonzalez, Chair; Irish, Vice Chair; Aguilar, Alternate
Tri Agency - Aguilar, Chair; Gonzalez, Vice Chair; Irish, Alternate
Safety, Security & Maintenance - Gregg, Chair; Roberts, Vice Chair
Personnel - Gregg, Chair; Aguilar, Vice Chair
Finance - Aguilar, Chair; Gregg, Vice Chair

Development - Gregg, Chair; Roberts, Vice Chair
Event - Irish, Chair; Gonzalez, Vice Chair; Aguilar, Alternate
Recreation - Roberts, Chair; Irish, Vice Chair

G. Discussion, Formation of Standing Committees and Policy Manual Updates
(Addressed before Item F.)

MOTION: No motion was made.

H. Approval of Purchase of Capital Equipment, Mowers

Meeting recessed from open session at 7:08 p.m.

Meeting reconvened into open session at 7:13 p.m.

MOTION: No motion was made. Item was postponed to the January 10, 2024, meeting.

I. Approval of Purchase of Capital Equipment, Trailers

MOTION: No motion was made. Item was postponed to the January 10, 2024, meeting.

J. Approval of Equipment Purchase

MOTION: It was moved by President Gregg to approve the equipment purchase from Imperial, seconded by Vice President Roberts. The motion passed by the following roll call vote.

AYES: Gregg, Irish, Aguilar, Roberts, Gonzalez

NOES: None

ABSENT: None

ABSTAIN: None

K. Approval of Purchase of Capital Equipment, RTV's

MOTION: It was moved by Director Aguilar to approve the purchase of two 1140's, seconded by Director Gonzalez. The motion passed by the following roll call vote.

AYES: Irish, Aguilar, Gonzalez

NOES: Roberts, Gregg

ABSENT: None

ABSTAIN: None

L. Discussion Only, No Action Taken: Board of Directors Approval of Hiring and Transferring v. Current Policy for General Manager Hiring and Transferring

MOTION: No motion was made. Item was postponed to the January 10, 2024, meeting.

CORRESPONDENCE/WRITTEN COMMUNICATION

- Mr. Woolley highlighted the Christmas Tree Lighting Ceremony and the Greater High Desert Chamber of Commerce 2023 Accolade Award given to HARD Foundation Vice Chair Member Gary “Griz” Drylie.

GENERAL MANAGER/STAFF REPORTS - The General Manager will report on the following topics, report on committees, or other activities.

- a. Recreation Programs
- b. Lake
- c. Parks Division
- d. Park Ranger
- e. Marketing
- f. General Manager

- Mr. Woolley highlighted the following: Christmas Tree Lighting Ceremony and Timberlane Dog Park.

BOARD MEMBER REPORTS

Standing Committees:

Event Hoc- Irish/Aguilar

Director Irish and Director Aguilar reported on the December 4 meeting.

Public Comment: Alex Dinsdale, The Farm Stand – Oak Hills, Inc., addressed the Board regarding their contract renewal process.

Recreation Foundation – Gonzalez/Roberts

Director Gonzalez reported on the November 16 meeting.

Tri-Agency – Aguilar/Irish

The November 15 meeting minutes will be provided when available.

Safety, Security, and Maintenance – Roberts/Aguilar

Director Aguilar and Vice President Roberts reported on the November 16 meeting.

Personnel Committee – Irish/Gregg

The November 14 meeting Minutes provided in Board packet.

Finance Committee – Gregg/Irish

No meeting held.

Development - Roberts/Gregg

President Gregg reported on the December 11 meeting.

President Gregg requested to move the Board Member Comments after Closed Session. Closed Session Items M. and N. were addressed at this time.

BOARD MEMBER COMMENTS (Addressed after Closed Session)

- Director Aguilar attended the Christmas Tree Lighting Ceremony and had good feedback. He thanked the staff for their hard work.
- Director Gonzalez commented that the Christmas Tree Lighting Ceremony was an awesome event and thanked the staff for putting it together.
- Director Irish expressed that the Christmas Tree Lighting Ceremony was an awesome event. She thanked Facilities Supervisor, Jim Sanchez.
- Vice President Roberts - none.
- President Gregg wished everyone a Happy Holidays and hope they enjoy his gifts. Merry Christmas and a Happy New Year. Remember the reason for the season.

Meeting recessed from open session at 9:05 p.m.

Meeting reconvened into closed session at 9:14 p.m.

CLOSED SESSION ITEMS

M. Closed Session With Legal Counsel Pursuant to Govt. Code Section 54956.9(d)(4): Possible Initiation of Litigation by the District - 1 Case

N. Closed Session Pursuant to Govt. Code Section 54956.9(d)(2) - Potential Litigation Against the District

Meeting recessed from closed session at 11:11 p.m.

Meeting reconvened into open session at 11:11 p.m.

REPORT FROM CLOSED SESSION, IF ANY

None

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, January 10, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 11:14 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
Wednesday, January 3, 2024**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Special Meeting was called to order by President Gregg at 5:45 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT:	Aguilar, Roberts, Gonzalez, Gregg, Irish
BOARD ABSENT:	None
STAFF PRESENT:	Woolley, Garcia, Zepeda
OTHER:	None

FLAG SALUTE

The Flage Salute was led by Director Gonzalez.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None

CONSENT ITEMS

None

DISCUSSION/ACTION ITEMS

None

Meeting recessed from open session at 5:46 p.m.

Meeting reconvened into closed session at 5:47 p.m.

CLOSED SESSION ITEMS

- A. Closed Session Pursuant To Govt. Code Section 54956.9(d)(2) – Potential Litigation Against the District

Meeting recessed from closed session at 7:17 p.m.

Meeting reconvened into open session at 7:19 p.m.

REPORT FROM CLOSED SESSION, IF ANY

None

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, January 10, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 7:20 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055

Hesperia, CA 92340

(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and The Farm Stand - Oak Hills Inc. (hereinafter called "USER"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

USER carries out a farmers market promotes local business and provides resources, informational booths, and fresh produce to the community.

USER has inspected and approved the below facility suitable for USER's program's needs.

DISTRICT and USER wish to allow the use of such facilities for USER's program.

Now therefore, the parties agree as follows:

1. USER shall have use of Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, CA, each Saturday from 10:00 a.m. to 3:00 p.m. Setup shall begin no earlier than 6:00 a.m. and cleanup must be complete and all vendors out of the facility no later than 5:00 p.m. H.A.R.D. shall designate an area in the park that is suitable for the Market (attachment B).
2. If H.A.R.D. has other events at the Hesperia Civic Plaza Park that conflict with the Market, H.A.R.D. shall attempt to provide, but is not required to provide, an alternative location at the park, or at another location. H.A.R.D. shall notify USER as soon as possible if USER is required to move the location of the Market.
3. The following dates are reserved for H.A.R.D. activities:
 - a. Hesperia Days Celebration and Rodeo - September 21, 2024

4. For the Movies in the Park event in July, USER agrees to run the market from 10:00 a.m. to 2:00 p.m. with all vendors out of the facility no later than 4:00 p.m. USER will supply their own portable restrooms during this time.

A. USER's Responsibilities: USER shall:

1. Assumes all responsibility at its sole cost for the setup and cleanup of facility used before and after the event and removal of all trash from the park. USER must provide their own trash cans and trash liners.

2. USER agrees to pay \$1,000.00 monthly for the use of the park. Fee will include the use of the three portable restrooms, two handwashing stations and the use of the facility. Such amount is due on the first of the month and shall be subject to a late charge of 10% if not paid by the fifth of the month. If not paid by the tenth of the month, DISTRICT shall give notice rent is due within 3 days or the Agreement may be terminated.

- a. In the event USER is unable to occupy the premises (see Section 2 and Section 3 item a.) the rental fee paid by USER will be prorated for each date at \$250.00 per date.

3. This Agreement does not constitute a co-sponsorship with H.A.R.D., DISTRICT, or the City of Hesperia.

4. DISTRICT Rangers will complete a site inspection after every use. USER must be present during inspection. If additional cleaning and trash pickup is required USER agrees to reimburse DISTRICT for the cost incurred by DISTRICT personnel.

5. Provide portable restrooms and handwashing stations at their sole cost if deemed additional portable restrooms are needed. Placement of the portable restrooms and hand washing stations must be approved by DISTRICT.

6. Following all H.A.R.D.'s and City of Hesperia's rules, regulations, and policies regarding vendors.

7. Supply DISTRICT with an up-to-date vendor list.

8. Have use of District trash cans during their event time. Trash cans must be returned to the proper storage area and in the same condition as found.

9. Meet all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).

10. Enforce the DISTRICT's Special Event Rules (attachment A).

11. Only allow vendors to set up in approved areas according to DISTRICT vendor map (attachment B).
12. USER may be responsible, at their own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (60) days prior to the event dates stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.
13. Assumes sole responsibility for all participants, vendors, and personnel associated with the event.
14. Provide adequate staffing for the supervision and control of the event.
15. All vendors must be family friendly and be approved by H.A.R.D. prior to acceptance by USER. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policy and requirements.
16. Will refrain from allowing entertainers or vendors that are inappropriate for family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of the contract.
17. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, Social Media, and at DISTRICT facilities.
18. Restrict vehicles from all turf and plant areas and shall be responsible for any turn, plant, or irrigation damage as a result of the event.
19. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
20. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If facility is not safe, USER will not proceed with usage.
21. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
22. Properly report all monies earned as a result of this event to the state and federal governments. USER releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes.

23. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.

24. Enforce DISTRICT's no smoking policy at all times.

25. Repair any damage as a result of USER usage to the facility or equipment.

26. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.

27. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.

28. Assign Alexandria Dinsdale, (760) 713-3860, operations.tfsoakhills@gmail.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.

29. Not sublet District facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.

30. Understands that this Agreement does not convey any future obligations by DISTRICT, H.A.R.D., or City of Hesperia to assist with any future USER events.

B. Compliance with all Applicable Law, Rules, and Regulations:

1. USER is to abide by all applicable local, federal, and state accessibility standards and regulations.

2. USER further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

3. Agrees to adhere to all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

4. Hesperia Recreation and Park District and the City of Hesperia reserve the right to immediately revoke USER's right to use of the facility under this agreement should USER fail to comply with any provision of this agreement.

5. Rules & Regulations: DISTRICT, H.A.R.D., and USER shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If USER has rules separate from H.A.R.D. rules, H.A.R.D. must approve the additional rules and USER will be responsible for posting and enforcing them.

C. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Allow USER to use DISTRICT trash cans during their event time.
3. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
4. Make required repairs in a timely manner after notification of the need to repair.
5. Not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the DISTRICT through negligence or improper use, in which case the cost of repair shall be the responsibility of the DISTRICT.

D. Independent Contractor: USER is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., DISTRICT, or the City of Hesperia. USER shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.

E. General liability insurance: USER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

1. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. USER shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.

2. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.

3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If USER maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by USER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

F. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and CITY, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that USER may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

H. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The USER waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia,

and the USER shall not charge results of "acts of God" to Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.

I. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with USER'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. USER waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D. control.
7. USER waives any right of recovery against the H.A.R.D. and the DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way connected with USER's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against USER, or even in the event of negligence by DISTRICT.
8. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.
9. Term: This Agreement shall be effective as of the date hereof and shall terminate on December 30, 2023; provided, however, upon the written consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one (1) year terms.

Signature page to follow:

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

The Farm Stand, Oak Hills, Inc

BY: _____
Kyle Woolley, Executive Director

BY: _____
Alexandria Dinsdale, Owner

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

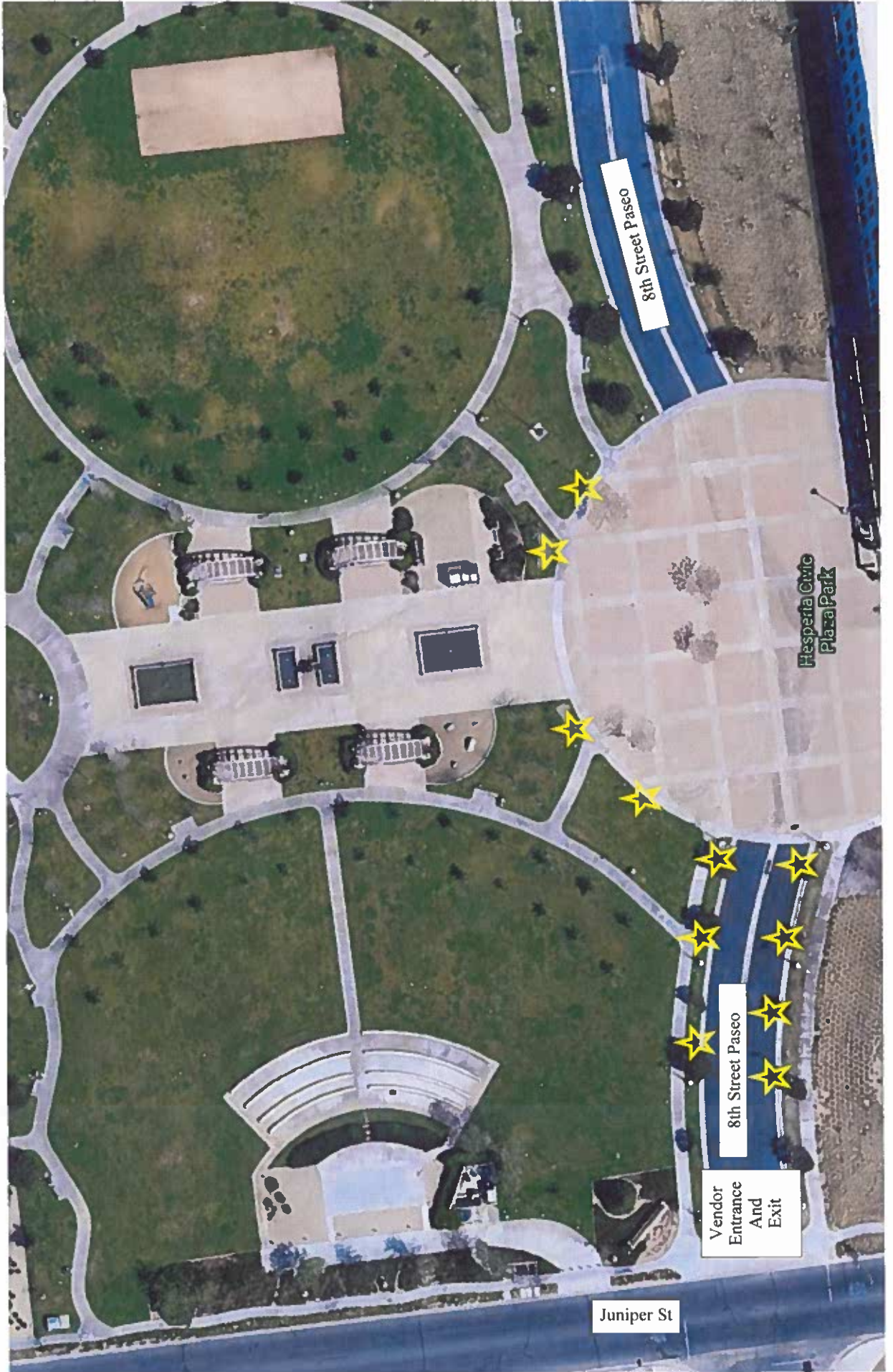
★ = Access to Power
Map not to scale

Hesperia Civic Plaza Park

15833 Smoke Tree Street, Hesperia

Vendors may setup along the 8th Street Paseo, around the fountains and in the cement circle. Please note, cars/vendors are not permitted in the grass area.

Attachment B



Attachment A

WELCOME
TO OUR SPECIAL EVENT
PLEASE FOLLOW THESE FEW RULES AND HAVE FUN!

- 1) Bicycles, skates, skateboards, scooters or off-road vehicles are prohibited.
- 2) Alcohol is not allowed at this event (except by permit).
- 3) Smoking is only allowed in designated areas.
- 4) Pets must be restrained on a 6 foot leash at all times and have all required licenses.
- 5) Unacceptable behavior will not be tolerated.
- 6) Soliciting is not allowed at this event (except by permit).
- 7) Do not loiter or block access to any event area.
- 8) Swimming or wading in the fountains, streams or ponds is prohibited.
- 9) No camping, lodging or remaining overnight in or on District facilities without permit.
- 10) Parking and use of park facilities is at your own risk.
- 11) Guests must comply with requests of District or City officials.
- 12) Violation of any of the rules may result in the expulsion of the guest from the event.
- 13) All other District, Local and State codes, rules and laws apply.

Hesperia Recreation and Park District Policy Manual of Organization and Operation

4.07 Committees

- (A) Standing Committees - The following standing committees shall be appointed ~~by the President of the Board of Directors~~ in December of each year:

Personnel
Foundation
Tri-Agency
Safety, & Security, & Maintenance
Finance
Development
Event
Recreation

- (1) Each standing committee shall be chaired and vice-chaired by a member of the Board of Directors.

(2) The General Manager *or his designee* shall attend all committee meetings.

(2)(3) If a sitting member is unable to attend, they shall contact the Board President to arrange for an alternate Board member to attend.

- (B) Standing Committee Duties

- (1) Personnel:

To study and make recommendations concerning the following:

- (a) Personnel policies on annual salary increases and employee benefits.
- (b) Position descriptions.
- (c) Affirmative Action Policies.
- (d) Employee grievances when necessary.

- (2) Foundation:

- (a) To attend Foundation meetings.
- (b) To act as liaison between HARD Foundation and District Board of Directors.

HESPERIA RECREATION AND PARK DISTRICT

HESPERIA AREA RECREATION DISTRICT FOUNDATION

**P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

**2024 Wicked Kustomz Car Show
COSPONSORSHIP AGREEMENT**

Name of Organization: Wicked Kustomz Car Club

Organization Representatives: Ryan Tietz and Jennifer Rodriguez

Phone: 909-289-4228

Email: tietz7996@gmail.com; wickedkustomzcarclub@gmail.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D." under contract to the Hesperia Recreation and Park District, hereinafter called "DISTRICT" and Ryan Tietz and Jennifer Rodriguez (Wicked Kustomz Car Club) hereinafter called "WKCC."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above named WKCC, desires to conduct the Wicked Kustomz Car Show and DISTRICT desires to co-sponsor the event.

WHEREAS, WKCC has signified a willingness to undertake the required work in hosting the event, the following provisions shall govern the execution of this AGREEMENT:

1. Facilities to be used:

- a. The south and north turf and amphitheater at Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, 92345, which area is leased and controlled by DISTRICT, on the following date:

Event Setup:	April 13, 2024	10:00 a.m. to 12:00 p.m.
Event times:	April 13, 2024	12:00 p.m. to 6:00 p.m.
Event clean-up:	April 13, 2024	6:00 p.m. to 8:00 p.m.

2. WKCC understands H.A.R.D. may have other events/activities at said facility on date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of WKCC:
 - a. Reimburse DISTRICT for the service of the three portable restrooms and two portable hand washing stations. Reimbursement fee will include service of the portable restrooms and hand washing stations before and after event. DISTRICT will supply billing invoice after the event. Or WKCC can supply their own portable restrooms and hand washing stations at their sole cost. Placement of portable restrooms and hand washing stations must be approved by the DISTRICT.
 - b. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, social media, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and City of Hesperia logos and be preapproved by DISTRICT prior to the release of such information. In accordance with the co-sponsorship, WKCC shall identify DISTRICT in all advertising and at the event.
 - c. Supply DISTRICT with a map of the layout of vendors needing electricity, no later than four (4) weeks prior to the event. DISTRICT will submit map to the City of Hesperia which oversees the delivery of electricity at Hesperia Civic Plaza Park.
 - d. It is WKCC's responsibility to supply trash bags, empty trash and remove all trash from the facility. DISTRICT will supply trash cans for use at the event. WKCC may provide a dumpster at their own cost. Placement of the dumpster must be approved by H.A.R.D.
 - e. If access to a water supply for the event is required, WKCC will supply the DISTRICT a request in writing no later than four (4) weeks prior to the Event. All additional equipment must be provided by WKCC.
 - f. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.
 - i. WKCC shall be responsible to meet all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).
 - ii. WKCC will be responsible, at its own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (60)

days prior to the event date stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.

- iii. Obtain an Event Sponsor Permit (TFF) from San Bernardino County Department of Public Health.
 - g. Assumes sole responsibility for all participants, vendors, and personnel associated with the event.
 - h. All vendors must be approved by H.A.R.D. prior to acceptance by WKCC. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policy and requirements.
 - i. Will refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
 - j. Restrict vehicles from all turf and plant areas and shall be responsible for any turf, plant, or irrigation damage as a result of the event.
 - k. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
 - l. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D.
 - m. Properly report all monies earned as a result of this event to the state and federal governments. WKCC releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes as it pertains to WKCC.
 - n. Provide adequate staffing for the supervision and control of the event.
 - o. Understands that is Agreement does not convey any future obligations by DISTRICT, HARD or City of Hesperia to cosponsor or assist with any future WKCC events.
5. Rules & Regulations: DISTRICT, H.A.R.D., and WKCC shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If WKCC has rules separate from H.A.R.D. rules, H.A.R.D. must approve the additional rules and WKCC will be responsible for posting and enforcing them.
6. Responsibilities of H.A.R.D.:

- a. Allow vendors access to light pole outlets and will coordinate the use of power with the City of Hesperia according to the map submitted by WKCC.
- b. Allow the use and schedule service of the three portable restrooms on-site and two hand washing stations. Any additional portable restrooms and/or hand washing stations required will be provided by WKCC at their sole cost.
- c. Schedule DISTRICT personnel during the setup and cleanup time of the event.
- d. DISTRICT will supply trash cans for use at the event. It is WKCC's responsibility to supply trash bags, empty trash and remove all trash from the facility. ROD may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.

7. Parties' Representatives:

- a. WKCC organization representative will be the only contact with H.A.R.D. unless he/she otherwise designates in writing another representative.
- b. H.A.R.D. assigns Sarah Hauser, Recreation Manager, 760-244-5488 ext. 125, shauser@hesperiaparks.com, to act as H.A.R.D.'s representative in all details related to this Agreement.

8. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.

9. Independent Contractor: WKCC is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., DISTRICT, or City of Hesperia. WKCC shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.

10. General liability insurance: WKCC shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

- a. Such insurance shall name DISTRICT and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. WKCC shall file certificates of such insurance with DISTRICT, which shall

be endorsed to provide thirty (30) days' notice to DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, DISTRICT may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by DISTRICT's self-insurance pool.

c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If WKCC maintains higher limits than the minimums shown above, DISTRICT and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the WKCC Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT and the City of Hesperia.

11. Indemnification: WKCC shall indemnify, defend, and hold harmless DISTRICT and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the WKCC use or occupancy of a facility or property controlled by DISTRICT and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of DISTRICT and the City of Hesperia, its officers, employees, or agents.
12. WKCC hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance DISTRICT, H.A.R.D., the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and WKCC knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on WKCC successors and assigns. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

- a. WKCC shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT in writing within forty-eight (48) hours of the event.
 - b. WKCC waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
 - c. WKCC waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property.
13. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. WKCC may not assign this Agreement.
14. Failure of WKCC to comply with the provisions of this Agreement shall be grounds for immediate cancellation or termination of the Agreement by either the H.A.R.D. or DISTRICT.
15. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, DISTRICT and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. WKCC waives any right of recovery against DISTRICT and the City of Hesperia, and WKCC shall not charge results of "acts of God" to DISTRICT and the City of Hesperia, its officers, employees, or agents.
16. When this Agreement is signed by both parties it shall constitute a binding Agreement from execution of Agreement through April 14, 2024. Either party may cancel this Agreement by providing thirty (30) days' written notice.

Signature page to follow:

APPROVED:

Hesperia Area Recreation
District Foundation

BY: _____
Kyle Woolley, Executive Director

DATE: _____

Hesperia Recreation and Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

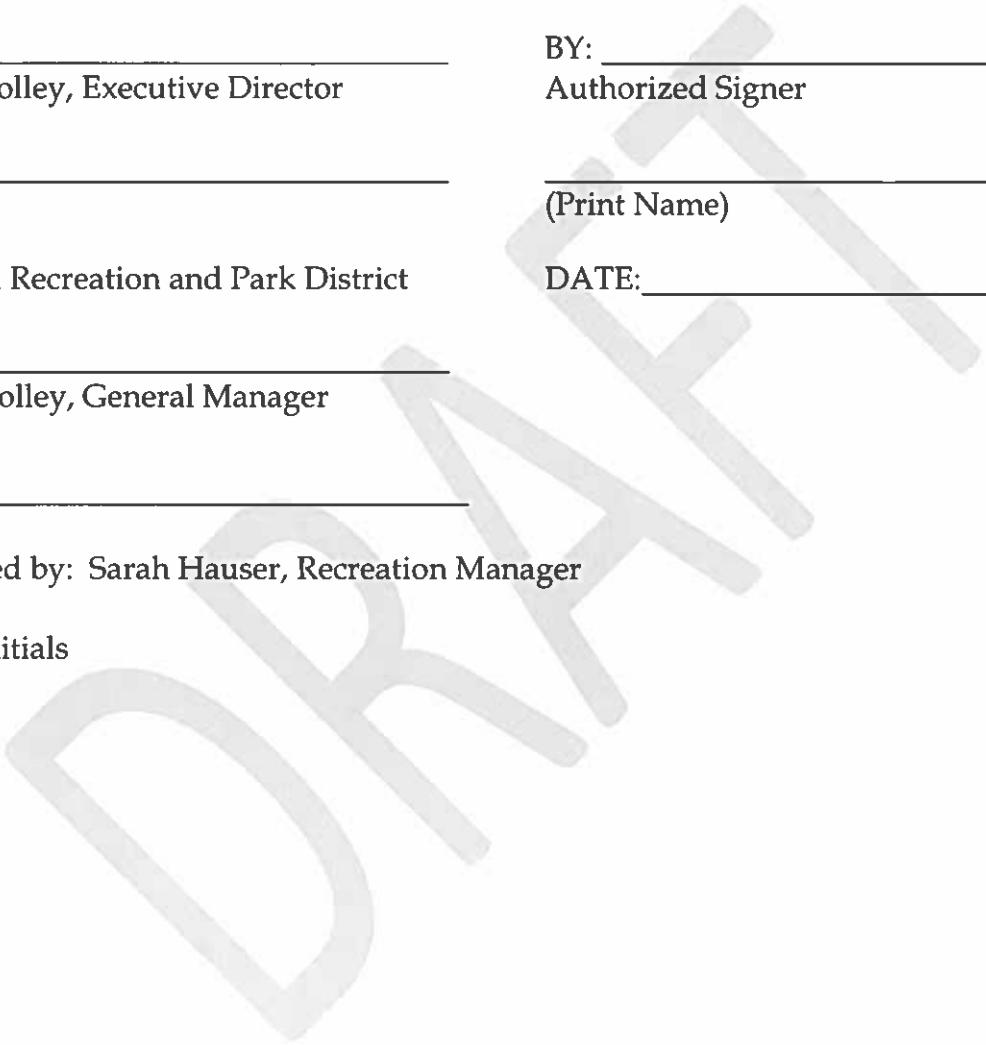
____ Initials

Wicked Kustomz Car Club

BY: _____
Authorized Signer

(Print Name)

DATE: _____



APPROVED:

Hesperia Area Recreation
District Foundation

BY: _____
Kyle Woolley, Executive Director

DATE: _____

Hesperia Recreation and Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

_____Initials

Wicked Kustomz Car Club

BY: _____
Authorized Signer

(Print Name)

DATE: _____

DRAFT

HESPERIA RECREATION AND PARK DISTRICT

HESPERIA AREA RECREATION DISTRICT FOUNDATION

**P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

**2024 HESPERIA LOVE ON A LEASH - BARK FOR LIFE
COSPONSORSHIP AGREEMENT**

Name of Organization: High Desert Cancer Connection

Organization Representatives: Liz McGiffin

Mailing Address: 19111 Town Center Drive, Marketing Department, Apple Valley, 92308

Phone: (760) 242-7777 Ext. 225

Email: emcgiffin@choicemg.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D." under contract to the Hesperia Recreation and Park District, hereinafter called "DISTRICT" and American Cancer Society, Inc., hereinafter called "HDCC."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above named HDCC, desires to conduct the Love on a Leash - Bark For Life event and DISTRICT desires to co-sponsor the event.

WHEREAS HDCC has signified a willingness to undertake the required work in hosting the event, the following provisions shall govern the execution of this AGREEMENT:

1. Facilities to be used:

- a. The south turf area and amphitheater at Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, 92345, which area is leased and controlled by DISTRICT, on the following date:

Setup:	April 20, 2024	7:00 a.m. to 9:00 a.m.
Event times:	April 20, 2024	9:00 a.m. to 2:00 p.m.
Event clean-up:	April 20, 2024	2:00 p.m. to 4:00 p.m.

2. HDCC understands H.A.R.D. may have other events/activities at said facility on date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of HDCC:
 - a. Assumes all responsibility at its sole cost for the setup and cleanup of any Facilities used before and after the event(s) and removal of trash from park.
 - b. Reimburse DISTRICT the cost for the service of the three portable restrooms and two handwashing stations on-site. DISTRICT will invoice HDCC after the event. Or HDCC can supply their own portable restrooms and hand washing stations at their sole cost. If additional portable restrooms are needed HDCC will supply units at their sole cost. Placement of portable restrooms and hand washing stations must be approved by the DISTRICT.
 - c. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, publication, Facebook, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and City of Hesperia logos and be preapproved by DISTRICT prior to the release of such information. In accordance to the co-sponsorship, HDCC shall identify DISTRICT in all advertising and at the event.
 - d. Supply DISTRICT with a map of the layout of vendors needing electricity, no later than four (4) weeks prior to the event. DISTRICT will submit map to the City of Hesperia which oversees the delivery of electricity at Hesperia Civic Plaza Park.
 - e. It is HDCC's responsibility to supply trash bags, empty trash and remove all trash from the facility. DISTRICT will supply trash cans for use at the event. HDCC may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.
 - f. If access to a water supply for the event is required, HDCC will supply the DISTRICT a request in writing no later than four (4) weeks prior to the Event. All additional equipment must be provided by HDCC.
 - g. HDCC shall be responsible to meet all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).
 - h. HDCC may be responsible, at its own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (60) days prior to the event date stipulated in this agreement. Permit guidelines, application, and

contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.

- i. Assumes sole responsibility for all participants, vendors, and personnel associated with the event.
 - j. All vendors must be approved by H.A.R.D. prior to acceptance by HDCC. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policy and requirements.
 - k. Will refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
 - l. Restrict vehicles from all turf and plant areas and shall be responsible for any turf, plant, or irrigation damage as a result of the event.
 - m. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
 - n. Submit federal nonprofit number and copies of federal issued nonprofit status letters showing current and continued validation throughout the term of this Agreement. Items to be turned in with signed Agreement.
 - o. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D.
 - p. Properly report all monies earned as a result of this event to the state and federal governments. HDCC releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes.
 - q. Provide adequate staffing for the supervision and control of the event.
 - r. Understands that is Agreement does not convey any future obligations by DISTRICT, HARD or City of Hesperia to cosponsor or assist with any future HDCC events.
5. Compliance with all Applicable Law, Rules, and Regulations:
- a. Agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

- b. HDCC further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - c. Agrees to adhere to all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - d. Hesperia Recreation and Park District and the City of Hesperia reserves the right to immediately revoke HDCC's right to use of the facility under this agreement should HDCC fail to comply with any provision of this section.
6. Rules & Regulations: DISTRICT, H.A.R.D., and HDCC shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If HDCC has rules separate from H.A.R.D. rules, H.A.R.D. must approve the additional rules and HDCC will be responsible for posting and enforcing them.
7. Responsibilities of H.A.R.D.:
 - a. Obtain an Event Sponsor Permit from San Bernardino County Department of Public Health.
 - b. Allow vendors access to light pole outlets and will coordinate the use of power with the City of Hesperia according to the map submitted by HDCC.
 - c. Allow the use and schedule service of the three portable restrooms on-site and coordinate delivery and use of three hand washing stations (see Section 3, item c. for reimbursement fees). Any additional portable restrooms and/or hand washing stations required will be provided by HDCC at their sole cost.
 - d. Schedule DISTRICT personnel during the setup and cleanup time of the event.
 - e. DISTRICT will supply trash cans for use at the event. It is HDCC's responsibility to supply trash bags, empty trash and remove all trash from the facility. HDCC may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.
8. Parties' Representatives:
 - a. HDCC organization representative will be the only contact with H.A.R.D. unless he/she otherwise designates in writing another representative.

- b. H.A.R.D. assigns Sarah Hauser, Recreation Manager, 760-244-5488 ext. 125, shauser@hesperiaparks.com, to act as H.A.R.D.'s representative in all details related to this Agreement.
9. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.
10. Independent Contractor: HDCC is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., DISTRICT, or City of Hesperia. HDCC shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.
11. General liability insurance: HDCC shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. HDCC shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If HDCC maintains

higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by HDCC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, HDCC shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and CITY, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with HDCC's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, HDCC assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. HDCC shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost or expense which they may incur as the result of my death or any injury or property damage that HDCC may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

12. HDCC hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and HDCC knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on HDCC successors and assigns. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
 - a. HDCC shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT in writing within 48 hours of the event.

- b. HDCC waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
 - c. HDCC waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property, even in the event of negligence by DISTRICT.
13. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The HDCC waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the HDCC shall not charge results of "acts of God" to Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
14. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. HDCC may not assign this Agreement.
15. When this Agreement is signed by both parties it shall constitute a binding Agreement from execution of Agreement through April 21, 2024. Either party may cancel this Agreement by providing 30 days written notice.

Signature page to follow:

APPROVED:

Hesperia Area Recreation
District Foundation

BY: _____
Kyle Woolley, General Manager

High Desert Cancer Connection

BY: _____
Liz McGiffin, President

Hesperia Recreation and Park District

DATE: _____

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

DRAFT

HESPERIA RECREATION AND PARK DISTRICT

HESPERIA AREA RECREATION DISTRICT FOUNDATION

**P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

**2024 5th ANNUAL DASH FOR DISABILITIES SUPERHERO 5K RUN WALK AND ROLL
COSPONSORSHIP AGREEMENT**

Name of Organization: Rock'n Our Disabilities Foundation

Organization Representatives: Dana Hernandez, Founder and CEO

Mailing Address: 14631 Equestrian Court, Victorville, 92394

Phone: (Work) 760-998-2241 (Cell) 714-331-7068

Email: rocknourdisabilities@gmail.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D." under contract to the Hesperia Recreation and Park District, hereinafter called "DISTRICT" and Rock'n Our Disabilities Foundation, hereinafter called "ROD."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above named ROD, desires to conduct the Dash for Disabilities Superhero 5K Run, Walk, and Roll event and DISTRICT desires to co-sponsor the event.

WHEREAS ROD has signified a willingness to undertake the required work in hosting the event, the following provisions shall govern the execution of this AGREEMENT:

1. Facilities to be used:

- a. The south and north turf and amphitheater at Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, 92345, which area is leased and controlled by DISTRICT, on the following date:

Setup:	April 27, 2024	6:00 a.m. – 8:00 a.m.
Event:	April 27, 2024	8:00 a.m. – 10:00 a.m.
Cleanup:	April 27, 2024	10:00 a.m. – 11:00 a.m.

2. ROD understands H.A.R.D. may have other events/activities at said facility on the date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of ROD:
 - a. Assumes all responsibility at its sole cost for the setup and cleanup of any Facilities used before and after the event(s) and removal of trash from park.
 - b. Reimburse DISTRICT the cost for the service of the three portable restrooms and two handwashing stations on-site. DISTRICT will invoice ROD after the event. Or ROD can supply their own portable restrooms and hand washing stations at their sole cost. If additional portable restrooms are needed ROD will supply units at their sole cost. Placement of portable restrooms and hand washing stations must be approved by the DISTRICT.
 - c. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, publication, Facebook, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and City of Hesperia logos and be preapproved by DISTRICT prior to the release of such information. In accordance with the co-sponsorship, ROD shall identify DISTRICT in all advertising and at the event.
 - d. Supply DISTRICT with a map of the layout of vendors needing electricity, no later than four (4) weeks prior to the event. DISTRICT will submit map to the City of Hesperia which oversees the delivery of electricity at Hesperia Civic Plaza Park.
 - e. It is ROD's responsibility to supply trash bags, empty trash and remove all trash from the facility. DISTRICT will supply trash cans for use at the event. ROD may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.
 - f. If access to a water supply for the event is required, ROD will supply the DISTRICT a request in writing no later than four (4) weeks prior to the Event. All additional equipment must be provided by ROD.
 - g. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.
 - i. ROD shall be responsible to meet all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).

- ii. ROD may be responsible, at its own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (60) days prior to the event date stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.
 - h. Assumes sole responsibility for all participants, vendors, and personnel associated with the event.
 - i. All vendors must be approved by H.A.R.D. prior to acceptance by ROD. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policy and requirements.
 - j. Will refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
 - k. Restrict vehicles from all turf and plant areas and shall be responsible for any turf, plant, or irrigation damage as a result of the event.
 - l. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
 - m. Submit federal nonprofit number and copies of federal issued nonprofit status letters showing current and continued validation throughout the term of this Agreement. Items to be turned in with signed Agreement.
 - n. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D.
 - o. Properly report all monies earned as a result of this event to the state and federal governments. ROD releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes.
 - p. Provide adequate staffing for the supervision and control of the event.
 - q. Understands that is Agreement does not convey any future obligations by DISTRICT, HARD or City of Hesperia to cosponsor or assist with any future ROD events.
5. Rules & Regulations: DISTRICT, H.A.R.D., and ROD shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If ROD has rules

separate from H.A.R.D. rules, H.A.R.D. must approve the additional rules and ROD will be responsible for posting and enforcing them.

6. Responsibilities of H.A.R.D.:

- a. Allow vendors access to light pole outlets and will coordinate the use of power with the City of Hesperia according to the map submitted by ROD.
- b. Allow the use and schedule service of the three portable restrooms on-site and coordinate delivery and use of three hand washing stations (see Section 3, item c. for reimbursement fees). Any additional portable restrooms and/or hand washing stations required will be provided by ROD at their sole cost.
- c. Schedule DISTRICT personnel during the setup and cleanup time of the event.
- d. DISTRICT will supply trash cans for use at the event. It is ROD's responsibility to supply trash bags, empty trash and remove all trash from the facility. ROD may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.

7. Parties' Representatives:

- a. ROD organization representative will be the only contact with H.A.R.D. unless he/she otherwise designates in writing another representative.
- b. H.A.R.D. assigns Sarah Hauser, Recreation Manager, 760-244-5488 ext. 125, shauser@hesperiaparks.com, to act as H.A.R.D.'s representative in all details related to this Agreement.

8. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.

9. Independent Contractor: ROD is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., DISTRICT, or City of Hesperia. ROD shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.

10. General liability insurance: ROD shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language

will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

a. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. ROD shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.

c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If ROD maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the ROD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

11. Indemnification: ROD shall indemnify, defend, and hold harmless Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ROD use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
12. ROD hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation

and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and ROD knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on ROD successors and assigns. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

- a. ROD shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT in writing within forty-eight (48) hours of the event.
 - b. ROD waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
 - c. ROD waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property.
13. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. ROD may not assign this Agreement.
14. Failure of ROD to comply with the provisions of this Agreement shall be grounds for immediate cancellation or termination of the Agreement by either the H.A.R.D. or DISTRICT.
15. When this Agreement is signed by both parties it shall constitute a binding Agreement from execution of Agreement through April 28, 2024. Either party may cancel this Agreement by providing 30 days written notice.

APPROVED:

Hesperia Area Recreation
District Foundation

BY: _____
Kyle Woolley, Executive Director

Rock'n Our Disabilities Foundation

BY: _____
Dana Hernandez, Founder and CEO

Hesperia Recreation and Park District

DATE: _____

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

_____Initials

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT
HESPERIA AREA RECREATION DISTRICT FOUNDATION
P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

**2024 3rd ANNUAL HIGH DESERT INTER-TRIBAL SPRING CELEBRATION
CO-SPONSORSHIP AGREEMENT**

Name of Organization: R.O. Indigenous Embrace a Non-Profit Corporation

Organization Representative: Richard M. Quiroga, Director

Mailing Address: 8719 Hickory Ave, Hesperia, CA 92345

Phone: (Work) (760) 490-3954 Phone: (Cell) (909) 373-6939

E-mail: ROIndigenousEmbrace@yahoo.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D.," under contract to the Hesperia Recreation and Park District, hereinafter called "DISTRICT," and Rumsen Ohlone Indigenous Embrace, hereinafter called "ROIE."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above-named ROIE, desires to conduct the High Desert Intertribal Gathering of Indigenous People and DISTRICT desires to co-sponsor the event.

WHEREAS ROIE has signified a willingness to undertake the required work in hosting the event, the following provisions shall govern the execution of this Agreement:

1. Facilities to be used:

- a. The north turf at Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, 92345, which area is leased and controlled by DISTRICT, on the following date:

Setup:	May 18, 2024	8:00 a.m. - 11:00 a.m.
Event:	May 18, 2024	11:00 a.m. - 7:00 p.m.
Cleanup:	May 18, 2024	7:00 p.m. - 9:00 p.m.

2. ROIE understands that H.A.R.D. may have other events/activities at said facility on the date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of ROIE:
 - a. Assumes all responsibility at its sole cost for the setup and cleanup of any Facilities used before and after the event(s) and removal of trash from park.
 - b. Reimburse DISTRICT the cost for the service of the three portable restrooms and two handwashing stations on-site. DISTRICT will invoice ROIE after the event. Or ROIE can supply their own portable restrooms and hand washing stations at their sole cost. If additional portable restrooms are needed ROIE will supply units at their sole cost. Placement of portable restrooms and hand washing stations must be approved by the DISTRICT.
 - c. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, social media, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and City of Hesperia logos and be preapproved by DISTRICT prior to the release of such information. In accordance to the co-sponsorship, ROIE shall identify DISTRICT in all advertising and at the event.
 - d. Supply DISTRICT with a map of the layout of vendors needing electricity, no later than four (4) weeks prior to the event. DISTRICT will submit a map to the City of Hesperia which oversees the delivery of electricity at Hesperia Civic Plaza Park.
 - e. If access to a water supply for the event is required, ROIE will supply the DISTRICT a request in writing no later than four (4) weeks prior to the Event. All additional equipment must be provided by ROIE.
 - f. It is ROIE's responsibility to supply trash bags, empty trash and remove all trash from the facility. DISTRICT will supply trash cans for use at the event. ROIE may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.
 - g. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.
 - i. ROIE shall be responsible for meeting all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).

- ii. ROIE may be responsible, at its own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (60) days prior to the event date stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.
 - h. Assumes sole responsibility for all participants, vendors, and personnel associated with the event.
 - i. All vendors must be approved by H.A.R.D. prior to acceptance by ROIE. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policy and requirements.
 - j. Will refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
 - k. Restrict vehicles from all turf and plant areas and shall be responsible for any turf, plant, or irrigation damage as a result of the event.
 - l. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
 - m. Submit federal nonprofit number and copies of federal issued nonprofit status letters showing current and continued validation throughout the term of this Agreement. Items to be turned in with signed Agreement.
 - n. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D.
 - o. Properly report all monies earned as a result of this event to the state and federal governments. ROIE releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes.
 - p. Provide adequate staffing for the supervision and control of the event.
 - q. Understands that is Agreement does not convey any future obligations by DISTRICT, H.A.R.D., or City of Hesperia to co-sponsor or assist with any future ROIE events.
5. Rules & Regulations: DISTRICT, H.A.R.D., and ROIE shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If ROIE has rules

separate from H.A.R.D. rules, H.A.R.D. must approve the additional rules and ROIE will be responsible for posting and enforcing them.

6. Responsibilities of H.A.R.D.:

- a. Allow vendors access to light pole outlets and will coordinate the use of power with the City of Hesperia according to the map submitted by ROIE.
- b. Allow the use and schedule service of the three portable restrooms on-site and coordinate delivery and use of two hand washing stations (see Section 3, item c. for reimbursement fees). Any additional portable restrooms and/or hand washing stations required will be provided by ROIE at their sole cost.
- c. Schedule DISTRICT personnel during the setup and cleanup time of the event.
- d. DISTRICT will supply trash cans for use at the event. It is ROIE's responsibility to supply trash bags, empty trash and remove all trash from the facility. ROIE may provide a dumpster at their own cost. Placement of dumpster must be approved by H.A.R.D.

7. Parties' Representatives:

- a. ROIE organization representative will be the only contact with H.A.R.D. unless he/she otherwise designates in writing another representative.
- b. H.A.R.D. assigns Sarah Hauser, Recreation Manager, 760-244-5488 ext. 125, shauser@hesperiaparks.com, to act as H.A.R.D.'s representative in all details related to this Agreement.

8. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.

9. Independent Contractor: ROIE is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., DISTRICT, or the City of Hesperia. ROIE shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.

10. General liability insurance: ROIE shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language

will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

- a. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. ROIE shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If ROIE maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the ROIE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.
11. Indemnification: ROIE shall indemnify, defend, and hold harmless Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ROIE use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
 12. ROIE hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation

and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and ROIE knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on ROIE successors and assigns. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

- a. ROIE shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT in writing within forty-eight (48) hours of the event.
 - b. ROIE waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
 - c. ROIE waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property, even in the event of negligence by DISTRICT.
13. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. ROIE may not assign this Agreement.
14. Failure of ROIE to comply with the provisions of this Agreement shall be grounds for immediate cancellation or termination of the Agreement by either the H.A.R.D. or DISTRICT.
15. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and the City of Hesperia shall be excused from its obligations under this Agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. ROIE waives any right of recovery against Hesperia Recreation and Park District and the City of

Hesperia, and ROIE shall not charge results of "acts of God" to Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.

16. When this Agreement is signed by both parties it shall constitute a binding Agreement from the execution of Agreement through May 19, 2023. Either party may cancel this Agreement by providing thirty (30) days written notice.

APPROVED:

**Hesperia Area Recreation
District Foundation**

BY: _____
Kyle Woolley, Executive Director

R.O. Indigenous Embrace

BY: _____
Richard M. Quiroga, Director

Hesperia Recreation and Park District

DATE: _____

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

____ Initials

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

THERAPEUTIC RECREATION PROVIDER FACILITY USE AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Rock'n Our Disabilities, (hereinafter called "USER") a 501 (c) (3) public benefit nonprofit corporation, to govern the use of certain DISTRICT premises for USER's training.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, USER has signified a willingness to undertake the required work associated with their services. In connection therewith, the following provisions shall govern the execution of this Agreement:

RECITALS

- A. USER desires to provide therapeutic recreation, leisure, and education services to disabled community members in the Victor Valley.
- B. USER has inspected and approved the below facility as suitable for USER's business needs.
- C. DISTRICT and USER wish to allow the use of mutually agreed upon facilities for USER's programs.

Now therefore, the parties agree as follows:

- 1. The Recitals set out above are true and correct.
- 2. Facilities to be used:

Rick Novack Community Center, 13558 Palm Street, Hesperia, California

- a. Two offices, one storage room, and kitchen as indicated on Exhibit A, at the Rick Novack Community Center, located at 13558 Palm Street, Hesperia, California as mutually approved.

- b. One parking space to allow overnight parking of USER's trailer. DISTRICT will not be responsible for theft, damage, or vandalism of trailer.
 - c. All other facility use must be requested in writing thirty (30) days prior to use and approved by DISTRICT.
3. Term: The term of this Agreement shall be one (1) year from the date of execution. This Agreement may be terminated at any time, without cause, by either party, by sixty (60) days prior written notice to the other.
4. DISTRICT equipment to be used: tables and chairs (indoor use only). DISTRICT will not be responsible for any supplies, material, equipment, or personal belongings left at the facility by USER.

D. DISTRICT Responsibilities. DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Obtain prior consent of USER to any use of USER's equipment by DISTRICT or another USER (to the extent DISTRICT is aware of such use). DISTRICT shall not be responsible for lost, stolen or damaged supplies or equipment.
4. Assist USER in facilitating fingerprinting as required by Section G.1. If a volunteer is not fingerprinted on dates scheduled by DISTRICT it is their responsibility to make other arrangements and any required payment. The volunteer will need to contact DISTRICT for paperwork with DISTRICT'S Department of Justice code number to take with them to their alternate appointment.
5. Screen fingerprinting results only for those offenses identified in Public Resources Code Section 5164 and Penal Code Section 11105.3(g)(i). DISTRICT will e-mail clearances to USER's CEO or assignee. No verification will be given to individuals.
6. In the event DISTRICT discovers that an un-fingerprinted person is participating, DISTRICT may instruct user group that the person is not eligible for participation. USER group then is responsible for barring participation by its employee or volunteer. In the event USER does not so comply, its use of

DISTRICT facilities and their agreement may be terminated upon fifteen (15) days written notice.

E. USER's Responsibilities. USER shall:

1. Pay \$1.00 annually for the use of the Rick Novack Community Center. Payment is due at the time of execution of this Agreement.
2. Supply DISTRICT with in-kind donations of office supplies and/or equipment.
3. Assign Dana Hernandez, Founder/CEO, to act as representative in all details related to this agreement.
4. The responsibility for the setup and cleanup of the facility before and after the programs and services shall be the responsibility of the USER. USER will be responsible for conducting a safety inspection of the facility prior to each use. Using a facility will indicate the facility was inspected and deemed safe to use by USER. If facility is deemed not safe, USER will not proceed with usage and will contact the DISTRICT representative for further assistance.
5. Maintain the facility and equipment used by USER in good order and repair. USER shall leave District facilities in its found condition. Promptly repair any damage as a result of USER usage to the facility or equipment.
6. Not make any alterations, additions, or changes to the areas or equipment used without prior written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
7. Maintain and inventory its equipment brought into the facility and provide DISTRICT a copy of such inventory. Inventory shall include serial numbers and date of purchase, if applicable.
8. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
9. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
10. Comply with Americans with Disabilities Act (ADA) requirements for access as a part of USER'S programs.

11. Comply with any and all applicable federal, state, county, local, or DISTRICT laws, regulations, and guidelines. Follow the attached District Building Use Regulations, Exhibit B.
12. Not allow any other group to use the facility or assign this Agreement without prior written consent of DISTRICT.
13. Facility use requested other than what is assigned in Exhibit "A" must be submitted in writing thirty (30) days prior to use and USER agrees to reimburse DISTRICT the cost incurred by DISTRICT personnel for opening/closing and monitoring facility during USER use. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor or outdoor facility use will be granted until written approval is issued by DISTRICT and is subject to all DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. USER may be issued keys and alarm codes for facilities.
14. At the termination of this Agreement or any extension thereof, deliver the facilities and equipment in the condition found, reasonable wear and tear accepted, and return all keys provided by the DISTRICT. Use an equipment check-out sheet when keys are issued and returned.

F. In exchange for use, USER agrees to:

1. Provide services to disabled residents of the Victor Valley at no cost to the DISTRICT.
2. Shall provide all required publicity for the USER's programs. DISTRICT may help with publicity by posting information on DISTRICT website, publication, Social Media, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District logo and be preapproved by DISTRICT prior to the release of such information.
3. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.
4. Agrees to assume sole responsibility for all participants, vendors, and personnel associated with the programs and services.
5. Shall submit federal nonprofit number and copies of federal issued nonprofit status letters showing current and continued validation throughout the term of this Agreement. Items to be turned in with signed Agreement.

6. Shall be solely responsible for properly reporting all monies earned as a result of this Agreement to the state and federal governments. USER releases H.A.R.D. and DISTRICT from any responsibility for reports of income for tax purposes.
7. Possessory Interest Taxes. USER has been advised that this Agreement may create a property right and therefore a possessory interest subject to taxation. USER shall be responsible for the prompt payment of any taxes, assessments, or other costs associated with this use. USER will be responsible for payment of any possessory interest or other property taxes and acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided as Exhibit "C," attached and incorporated as fully set out herein.
8. Agrees to provide adequate staffing for the supervision and control of programs and services.
9. In compliance with Public Resources Code, Section 5164, as a condition of participation with USER activities, USER will require that all of its employees or volunteers who will have supervisory or disciplinary authority over minors comply with DISTRICT policy, commencing with fingerprinting. The USER will not allow an employee or volunteer to participate in such supervisory or disciplinary capacity until such time as he/she has been fingerprinted and received clearance to proceed from the State of California Department of Justice (DOJ).

G. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D. and DISTRICT, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that USER may sustain while participating in said activity. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

2. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person, or persons, or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District, and the Hesperia Area Recreation District Foundation, their officers, agents, employees, and authorized volunteers as additional insured; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or certificate of insurance.
3. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.
4. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT in writing within fortyeight (48) hours of said activities.

H. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or FOUNDATION's control.
6. USER waives any right of recovery against the H.A.R.D. and the DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way connected with USER's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against USER.
7. USER shall submit State and Federal nonprofit numbers for verification prior to the DISTRICT approving the final agreement.
8. No Joint Venture: USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

I. Notice shall be deemed given when in written and personally delivered or deposited in the United States Mail, first class, postage pre-paid, addressed as follows:

DISTRICT: Kyle Woolley, General Manager
P.O. Box 401055
Hesperia, CA 92340

USER: Dana Hernandez, Founder/CEO
14631 Equestrian Court
Victorville, CA 92394

Signature page to follow:

The parties signing this agreement signify that they are authorized by their Agency/Organization to enter into contractual agreements on behalf of their Agency/Organization.

APPROVED:

**Hesperia Area Recreation
District Foundation**

Rock'n Our Disabilities

BY: _____
Kyle Woolley, Executive Director

BY: _____
Dana Hernandez, Founder/CEO

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

ATTACHMENTS:

- Exhibit "A"
- Exhibit "B"
- Exhibit "C"

Exhibit "B"

Building Regulations

Each user of indoor facilities is responsible for the setup and cleanup of the building which you use. Whether there is a staff member on duty, however, the following regulations are the responsibilities of the user:

- (A) Access to rooms or facilities other than those approved on user's application is not permitted.
- (B) The person signing the application shall be an adult, responsible for any loss or damage during the use of any facilities.
- (C) Adequate adult supervision must be provided for youth and teens.
- (D) No preparations shall be used on the floors by groups dancing.
- (E) If alcohol is served or amplified music provided, District approved security must be provided at an additional cost to the user. The District will arrange for this service. Amplified Music is defined as any type of music or other entertainment delivered through and by an electronic system. Equipment operating with no amplification other than their internal speakers, and background music systems operated at a low amplification and not intended for entertainment shall not be deemed Amplified Music. Sound levels may be restricted by staff on an as-needed basis.
- (F) Setup and cleanup times are to be included in the user's use. They are not to set up before the time scheduled or go after the time the event is to end. User will be charged an additional hour or hours for any time use before or after arranged on use permit form.
- (G) A park employee will be working in one of the buildings or on the park site during use. User should not leave the facility until the staff member on duty has checked the facility.
- (H) Decorations are allowed only in designated areas with prior approval. Remove all decorations, including tacks, staples, or other objects when finished.
- (I) All doorways, hallways, and aisles must remain clear of tables, chairs or other objects due to fire safety regulations. A six-foot unobstructed walkway must be left running the entire length of the building from all of the doorways, emergency exits and is always to be kept clear of any objects.
- (J) At dusk the park is closed and everyone needs to remain in the building until the event is over.
- (K) Food and Drink may be restricted to certain areas.
- (L) Emergency exit doors must remain closed at all times with the exception of an emergency.
- (M) Motor vehicles are restricted to parking areas.
- (N) No animals are allowed in the buildings, except for registered service animals.
- (O) Amplified music is prohibited except by permit.
- (P) A facility use agreement and application must be completed, at least two weeks prior to the requested date, and the required deposits and rental fees paid. There is a ten percent cancellation fee penalty on deposits and rental fees if canceled by the user.
- (Q) All rental facilities close at 12:00 midnight. The decorating time, event time and required one-hour cleanup time must end by that time.

EXHIBIT "C"

California Revenue and Taxation Code Section 107.6

107.6.

(a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Barstow Senior Citizens Center (hereinafter called "USER"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER carries out a senior nutrition program providing a local congregate center for hot meal service.
- B. USER has inspected and approved the below facility suitable for USER's program's needs.
- C. DISTRICT and USER wish to allow the use of such facilities for USER's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used: USER shall have use of the DISTRICT's Percy Bakker Center, as set out below, located at 9333 "E" Avenue, Hesperia, California, for the following times:

North Banquet Room Food Service Area and Buffet Counter (No Access to Bar Area) - Monday through Friday, 6:30 a.m. to 1:00 p.m., with the exception of: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including Friday), Christmas, and New Year's Day.

North Banquet Room Dance Floor and Adjacent Carpet Area (up to 15 feet from the dance floor) - Monday through Friday, 10:30 a.m. to 1:00 p.m., with the exception of: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including Friday), Christmas, and New Year's Day.

North Banquet Room Food Service Area and Buffet Counter and North Banquet Room Dance Floor and Adjacent Carpet Are (No Access to Bar Area) - USER will provide a free family night with dinner and an activity. Dates and times to be determined and approved by DISTRICT based on availability.

Kitchen Dishwasher - Monday through Friday, 6:30 a.m. to 1:00 p.m.

Dry Storage (South East room) - Monday through Friday, Exclusive Use.

Walk-in refrigerator - Monday through Friday, 6:30 a.m. to 1:00 p.m., designated fenced area only.

Walk-in freezer - Monday through Friday; 6:30 a.m. to 1:00 p.m., space may need to be shared with DISTRICT as requested.

2. DISTRICT equipment to be used: Tables, chairs, ice machine, sink(s) and countertop, stoves, and steam buffet.

D. USER's Responsibilities: USER shall:

1. Provide setup for its programs other than the tables and chairs set out in Section E, Item 8.
2. Label and place its equipment and supplies in secure containers in the freezer, refrigerator, and dry storage areas.
3. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If facility is not safe, USER will not proceed with usage.
4. Maintain and inventory its equipment brought into the facility and provide DISTRICT a copy of such inventory. Inventory shall include serial numbers and date of purchase, if applicable. The building and all its current contents (before USER's first day of use) are property of the DISTRICT.
5. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
6. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
7. Enforce DISTRICT's no smoking policy at all times.

8. Repair any damage as a result of USER usage to the facility or equipment. If the facility or equipment is a shared item, then the repair will be split on a percentage of use.
9. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.
10. Maintain the facility and equipment used by USER in good order and repair. USER shall clean the dining and food service areas after each use. Such cleaning shall include thorough cleaning of all equipment, floors, walls, sinks, refrigerator, freezer, and shelves with USER's supplies, and equipment. USER shall supply the DISTRICT with an updated MSDS (Material Safety and Data Sheet) list of any chemicals used for cleaning.
11. Provide regular maintenance of the equipment used and submit a maintenance log.
12. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
13. Assign Maurice Lessard, (760) 256-5023, lssrd6@aol.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
14. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
15. Not sublet District facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.
16. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by the DISTRICT. Use an equipment check-out sheet when keys are issued and returned.
17. Pay DISTRICT \$904.00 per month for use of the facility, which includes all utility use (but not connection charges). Such amount is due on the first of the month and shall be subject to a late charge of 10% for additional DISTRICT time required to process a late payment if not paid by the fifth of the month. If not paid by the tenth of the month, DISTRICT shall give notice rent is due within 3 days or the Agreement may be terminated.

- a. In the event the premises must be closed due to repairs and the USER is unable to occupy premises, the rental fee paid by the USER will be prorated for each closure day at \$41.09 per day.
 - b. After approval of written request, the USER shall pay an agreed upon utility/fee charge for any alterations, additions, and/or changes to the facility.
18. Understand that USER may be required to furnish a freezer for USER's sole use if existing freezer becomes inoperable and DISTRICT chooses not to repair or replace unit.
 19. If USER deploys the Ansul system, they are responsible for recharging the Ansul system.
 20. Understand USER is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or the DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. USER shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.
- E. DISTRICT Responsibilities: DISTRICT shall:
1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
 2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
 3. Maintain and repair the facility except as set out in Section D4, D8-D10, and D18.
 4. Make required repairs in a timely manner after notification of the need to repair.
 5. Allow use of DISTRICT facility and equipment during the times or in the areas not utilized by USER hereunder.
 6. Obtain prior consent of USER for any use of USER's equipment by DISTRICT or another USER (to the extent DISTRICT is aware of such use). DISTRICT shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the DISTRICT through negligence or improper use, in which case the cost of repair shall be the responsibility of the DISTRICT.

7. DISTRICT shall provide fixtures and appliances in reasonably good working condition and USER acknowledges such by execution of this Agreement.
8. DISTRICT shall set up 6 tables and 48 chairs in the North Room by 10:00 a.m., as requested by USER.

F. Indemnification and Insurance:

1. The USER shall indemnify, defend, and hold harmless Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the USER's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
 - a. General liability insurance: The USER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - i. Such insurance shall name Hesperia Recreation and Park District and Hesperia Area Recreation District Foundation, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The USER shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the USER maintains higher limits than the

minimums shown above, the Hesperia Recreation and Park District and Hesperia Area Recreation District requires and shall be entitled to coverage for the higher limits maintained by the USER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and Hesperia Area Recreation District Foundation.

2. Force Majeure:

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and Hesperia Area Recreation District Foundation shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The USER waives any right of recovery against Hesperia Recreation and Park District and Hesperia Area Recreation District Foundation, and the USER shall not charge results of "acts of God" to Hesperia Recreation and Park District and Hesperia Area Recreation District Foundation, its officers, employees, or agents.

G. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with USER's use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. USER waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D. control.
7. USER waives any right of recovery against the H.A.R.D. and the DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way

connected with USER's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against USER.

8. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.
9. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1 through December 31, 2024. Either party may cancel this Agreement by providing thirty (30) days written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

**Hesperia Area Recreation
District Foundation**

Barstow Senior Citizens Center

BY: _____
Kyle Woolley, Executive Director

BY: _____
Authorized Signer

DATE: _____

(Print Name)

Hesperia Recreation & Park District

DATE: _____

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Mary Jones (High Desert Community Quilters) hereinafter called "USER," a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b), a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER carries out a quilting program that provides quilts to the senior community and children as part of San Bernardino County Sheriff's Department 'Gift of Love.'
- B. USER has inspected and approved the below facility suitable for USER's program's needs.

Now, therefore, the parties agree as follows:

1. Facilities to be used:

Epicentre, 17508 Hercules Street, Hesperia, California, East Room.

- a. Third Saturday of each month (excluding holidays) from 8:30 a.m. to 2:00 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.
- b. Facility use will be scheduled during other DISTRICT activities. If facility use is scheduled when the facility is closed, USER will reimburse DISTRICT the cost incurred by DISTRICT personnel for the time of entire use.

C. USER's Responsibilities: USER shall:

- 1. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, USER will not proceed with usage.

2. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
3. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
4. Repair any damage as a result of USER usage to the facility or equipment. If the facility or equipment is a shared item, then the repair will be split on a percentage of use.
5. USER will provide all supplies, materials, and equipment for program. USER may store supplies, materials, and equipment in an area assigned by DISTRICT. DISTRICT will not be responsible for loss, stolen, or damage of any supplies, material, equipment, or personal belongings left or stored at any facility used by USER.
6. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
7. Assign Mary Jones, 760-907-8198, k6mlj@protonmail.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
8. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
9. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.
10. Understand USER is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or the DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. USER shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.
11. Enforce DISTRICT's no smoking policy at all times.

D. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Juan Ramos, Community Outreach Coordinator, (760) 244-5488 Ext. 127, jramos@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Make required repairs in a timely manner after notification of the need to repair.
4. Allow use of DISTRICT facility and equipment during the times agreed upon.

E. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and the City of Hesperia, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of death or any injury or property damage that USER may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
2. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER, knowing those risks, hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.

- a. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the facility and adjoining property to DISTRICT in writing as soon as practical.
 - b. USER waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
3. USER waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facilities and adjoining property, even in the event of negligence by DISTRICT.
 4. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and the City of Hesperia, their officers, agents, employees, and authorized volunteers as additional insureds; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or proof thereof.

F. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.
6. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's

officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1, 2024, through November 30, 2024. Either party may cancel this Agreement by providing 30 days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

High Desert Community Quilters

BY: _____
Kyle Woolley, Executive Director

BY: _____
Mary Jones, President

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Juan Ramos, Community Outreach Coordinator

Initials

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Julia Lantz (Quilters Piece Corps of Victor Valley) (hereinafter called "USER"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b), a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER carries out a program providing quilting to the senior community.
- B. USER has inspected and approved the below facility suitable for USER's program's needs.

Now, therefore, the parties agree as follows:

1. Facilities to be used:

Percy Bakker Center, 9333 "E" Avenue, Hesperia, California, South Room and South Closet Storage.

- a. Second Monday of each month (excluding holidays) from 9:30 a.m. to 3:00 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.
- b. Third Monday of each month (excluding holidays) from 9:00 a.m. to 12:00 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.
- c. Fourth Monday of each month (excluding holidays) from 9:30 a.m. to 3:00 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.

C. USER's Responsibilities: USER shall:

1. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, USER will not proceed with usage.
2. Label equipment brought into the facility and provide DISTRICT a copy of such inventory.
3. Provide a layout for the setup of the south room.
4. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
5. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Enforce DISTRICT's no smoking policy at all times.
7. Repair any damage as a result of USER usage to the facility or equipment. If the facility or equipment is a shared item, then the repair will be split on a percentage of use.
8. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.
9. Provide regular maintenance of the equipment used and submit a maintenance log.
10. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
11. Assign Julia Lantz, 909-499-6671, Julia.lantz@gmail.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
12. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
13. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.

19. Understand USER is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or the DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. USER shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

D. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Juan Ramos, Community Outreach Coordinator, (760) 244-5488 Ext. 127, jramos@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Make required repairs in a timely manner after notification of the need to repair.
4. Allow use of DISTRICT facility and equipment during the times agreed upon.
5. DISTRICT shall set up the south room according to USER's layout provided.

E. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and the City of Hesperia, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of death or any injury or property damage that USER may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
2. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may

hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER, knowing those risks, hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.

- a. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the facility and adjoining property to DISTRICT in writing as soon as practical.
 - b. USER waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
3. USER waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facilities and adjoining property, even in the event of negligence by DISTRICT.
4. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and the City of Hesperia, their officers, agents, employees, and authorized volunteers as additional insureds; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or proof thereof.

F. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.

3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.
6. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

Signature page to follow:

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1, 2024, through December 31, 2024. Either party may cancel this Agreement by providing 30 days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

Quilters Piece Corps of Victor Valley

BY: _____
Kyle Woolley, Executive Director

BY: _____
Julia Lantz, President

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Juan Ramos, Community Outreach Coordinator

Initials

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Hesperia Garden Club (hereinafter called "USER"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b), a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER supports and promotes gardening in the mountainous area just south of the Mojave Desert.
- B. USER has inspected and approved the below facility suitable for USER's program's needs.

Now, therefore, the parties agree as follows:

1. Facilities to be used:

Percy Bakker Center, 9333 "E" Avenue, Hesperia, California, South Room and South Closet Storage.

- a. Second Tuesday of each month (excluding holidays) from 10:00 a.m. to 3:30 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.

C. USER's Responsibilities: USER shall:

- 1. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, USER will not proceed with usage.
- 2. Label equipment brought into the facility and provide DISTRICT a copy of such inventory.

3. Provide a layout for the setup of the south room.
4. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
5. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Enforce DISTRICT's no smoking policy at all times.
7. Repair any damage as a result of USER usage to the facility or equipment. If the facility or equipment is a shared item, then the repair will be split on a percentage of use.
8. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.
9. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
10. Assign Linda West, Representative, (760) 558-9414, maezywest@gmail.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
11. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
12. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.
19. Understand USER is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or the DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. USER shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

D. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Juan Ramos, Community Outreach Coordinator, (760) 244-5488 Ext. 127, jramos@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Make required repairs in a timely manner after notification of the need to repair.
4. Allow use of DISTRICT facility and equipment during the times agreed upon.
5. DISTRICT shall set up the south room according to USER's layout provided.

E. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and the City of Hesperia, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of death or any injury or property damage that USER may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
2. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER, knowing those risks, hereby assumes those risks. It is further

agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.

- a. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the facility and adjoining property to DISTRICT in writing as soon as practical.
 - b. USER waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
3. USER waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facilities and adjoining property, even in the event of negligence by DISTRICT.
 4. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and the City of Hesperia, their officers, agents, employees, and authorized volunteers as additional insureds; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or proof thereof.

F. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.

6. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1, 2024, through December 31, 2024. Either party may cancel this Agreement by providing 30 days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

Hesperia Garden Club

BY: _____
Kyle Woolley, Executive Director

BY: _____
Linda West, Representative

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Juan Ramos, Community Outreach Coordinator

Initials

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Leah McEntee (Seniors With Inquiring Minds [S.W.I.M.]) (hereinafter called "USER"), a 501 (c)(7) public nonprofit corporation, to govern the use of certain DISTRICT premises for USER's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b), a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER carries out a program providing resources to the senior community.
- B. USER has inspected and approved the below facility suitable for USER's program's needs.

Now, therefore, the parties agree as follows:

1. Facilities to be used:

Percy Bakker Community Center, 9333 "E" Avenue, Hesperia, California, South Room and South Closet Storage.

- a. Every Thursday (excluding holidays) from 12:30 p.m. to 4:00 p.m., which includes 30 minutes before and after scheduled meetings for setup and clean up.

C. USER's Responsibilities: USER shall:

- 1. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, USER will not proceed with usage.
- 2. Label equipment brought into the facility and provide DISTRICT a copy of such inventory.
- 3. Provide a layout for the setup of the south room.

4. Submit year-end financial reports (profit & loss and balance statement or tax returns) and a copy of current bylaws and operating rules annually (January 30th of each year) to the DISTRICT.
5. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Enforce DISTRICT's no smoking policy at all times.
7. Repair any damage as a result of USER usage to the facility or equipment. If the facility or equipment is a shared item, then the repair will be split on a percentage of use.
8. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.
9. Provide regular maintenance of the equipment used and submit a maintenance log.
10. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
11. Assign Leah McEntee, 760-985-0508, leahmcentee@charter.net, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
12. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
13. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.
19. Understand USER is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or the DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. USER shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

D. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Make required repairs in a timely manner after notification of the need to repair.
4. Allow use of DISTRICT facility and equipment during the times agreed upon.
5. DISTRICT shall set up the south room according to USER's layout provided.

E. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D., DISTRICT, and the City of Hesperia, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of death or any injury or property damage that USER may sustain while participating in said activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
2. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, the City of Hesperia and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER, knowing those risks, hereby assumes those risks. It is further

agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.

- a. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the facility and adjoining property to DISTRICT in writing as soon as practical.
 - b. USER waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
3. USER waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facilities and adjoining property, even in the event of negligence by DISTRICT.
 4. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and the City of Hesperia, their officers, agents, employees, and authorized volunteers as additional insureds; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or proof thereof.

F. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. USER shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.

6. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1 through December 31, 2024. Either party may cancel this Agreement by providing 30 days written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

Seniors With Inquiring Minds (S.W.I.M.)

BY: _____
Kyle Woolley, Executive Director

BY: _____
Leah McEntee, President

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called "H.A.R.D."), under contract to the DISTRICT, and Hesperia National Little League, HNLL (hereinafter called "YSP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YSP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YSP carries out a youth sports program providing "recreational play" for Hesperia residents.
- B. YSP has inspected and approved the below facilities suitable for YSP's program's needs.
- C. DISTRICT and YSP wish to allow the use of such facilities for YSP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Hesperia Community Park, Fields 1-4 (Coleman Fields), Field 7, and South Concession Building, 10200 Datura Road, Hesperia, California

- a. January 22 through July 6, 2024, Monday through Friday, 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.
- b. September 2 through November 16, 2024, Monday and Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.

Malibu Park, Fields 1 and 2, 13157 Muscatel Street, Hesperia, California

- a. January 22 through July 6, 2024, Monday through Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.
- b. September 2 through November 16, 2024, Monday through Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.

Cottonwood Elementary School, Fields 1 and 2, 8850 Cottonwood Avenue,
Hesperia, California

- a. February 5 through July 6, 2024, and September 2 through November 16, 2024, Monday through Friday 4:00 p.m. – dusk and Saturday 7:00 a.m. – dusk

D. YSP's Responsibilities:

1. Be aware that all fields and facilities will be closed to games or practices for required maintenance and DISTRICT events, where one closure will be Saturday September 21, 2024. DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.
2. Submit payment of \$3.00 per registered participant, per season to the DISTRICT. Once official rosters have been submitted, YSP will be invoiced for total amount due to DISTRICT. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice.
3. Pay \$10.00 per hour for light usage. DISTRICT will submit a monthly Musco Lighting Report with an invoice. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice. YSP will have access to set their own light schedule and turn lights on and off. Lights must be set within the time frame of the practice and game schedules submitted to the DISTRICT. YSP representative must submit an approved list of board members to receive a user name and password for the Musco Control Link System.
4. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, YSP will not proceed with usage.
5. Not make any deletions, alterations, additions, or changes to any field, facility, area or equipment used without written permission from DISTRICT. If approved, YSP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Damage to turf, irrigation, buildings, fences, dugouts, or bleachers will result in YSP being held responsible for repair or replacement costs.
7. Complete field prep each time used and maintain fields in a good and safe condition. Trash must be removed and placed in the DISTRICT dumpster.
8. Meet the following conditions if YSP is granted use of snack bar facility by DISTRICT as listed in Section 1.

- a. YSP agrees to maintain and inventory its equipment brought into the facility, keep the concession area clean and sanitary, and to remove their trash to the dumpster after each use.
 - b. YSP agrees to be responsible to secure the concession area and set the alarm after each use.
 - c. The building and all of its current contents (before YSP's first day of use) are property of DISTRICT.
 - d. YSP will be held liable for loss, theft, or damage to the facility or equipment.
 - e. Outside vendors must submit a vendor application, health permit (if selling food), sellers permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of Hesperia and/or Hesperia Unified School District if applicable. All outside vendors are subject to approval by DISTRICT.
9. If restrooms are needed other than what is provided by DISTRICT, YSP will be responsible for providing lockable porta-potties with hand washing stations and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
 10. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
 11. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
 12. Agree to maintain at least a 75% Hesperia resident base in their program.
 13. Signs or advertising may not be posted more than one week in advance of "Recreational Play" use. Any signs or other forms of advertising must be removed within one week following "Recreational Play" use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.
 14. Assign Hans Lintner, President, (760) 954-2981, hnl1@lintner-family.com, to act as the YSP representative in all details related to this Agreement unless the YSP representative otherwise designates in writing another representative.
 15. Submit all required insurance and forms to Hesperia Unified School District when using their fields and/or facilities.
 16. Agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

17. Further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
18. YSP shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
19. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
20. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
21. Understand that Recreation Play is defined as Primary Season, Secondary Season, and All Star play. Tournament games of any kind or special events must be requested in writing thirty (30) days prior to event by YSP and approved in writing by DISTRICT.
22. Prior to first league game, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses), game schedules, and coaches list.
23. Submit an Indoor Facility Use Request Form at least thirty (30) days prior to use. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. YSP will be held responsible for the following each time the facility is used:
 - a. Complete an equipment checkout sheet for any keys and/or alarm codes issued for use of facility.
 - b. Setup and cleanup of facility.
 - c. Turning the thermostat off, checking the bathroom for running water, turning all lights off, setting the alarm, and securing the facility.
 - d. If above tasks are not completed and/or the facility is not left in the manner it was received, future facility use can be canceled.
24. YSP shall abide by California Assembly Bill 506. CA AB 506 requires background checks pursuant to Section 11105.3 of Penal Code for administrators, employees, or regular volunteers. The penal code states:
 - a. The employer makes a request for all convictions or arrests pending adjudication from the California Department of Justice; and

- b. The request must include the applicant's fingerprints and shall be made through the use of a form approved by the California Department of Justice.
25. YSP must submit a list of all administrators, employees, and regular volunteers and proof of fingerprint clearance to DISTRICT.
26. DISTRICT will allow YSP use of a facility twice a year to hold fingerprinting for their administrators, employees, or regular volunteers. Facility requests must be submitted in writing and approved by the DISTRICT.
27. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YSP will be responsible for the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.
28. Understand YSP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT. YSP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

E. DISTRICT Responsibilities:

1. Give YSP notice of any facility changes, projects, or cancellations affecting YSP's program.
2. DISTRICT may cancel or reschedule facility use for other facility rentals or DISTRICT use up to forty-eight (48) hours prior to scheduled YSP use.
3. Make required repairs in a timely manner after notification.
4. Allow use of DISTRICT facility and equipment during the mutually agreed upon dates and times.
5. Submit monthly invoices for light usage to include the monthly lighting reports from Musco Control Link. DISTRICT will assign Musco Control Link login access to allow YSP to schedule their own lights. DISTRICT reserves the right to prohibit YSP from setting their own light schedule if lights are set outside of approved practice and game times.

6. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
7. In the event DISTRICT discovers that an un-fingerprinted person is participating, DISTRICT may instruct YSP that the person is not eligible for participation. YSP then is responsible for barring participation by its employee or volunteer. In the event YSP does not comply, its use of DISTRICT facilities and their agreement may be terminated upon fifteen (15) days' written notice.
8. DISTRICT and/or H.A.R.D. reserves the right to immediately revoke YSP's right to use the facility under this agreement should YSP fail to comply with any provision of this section.

F. Indemnification and Insurance:

1. The YSP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YSP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
2. General liability insurance: The YSP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The YSP shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.

- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.
3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YSP maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the YSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

G. Force Majeure:

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YSP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YSP shall not charge results of "acts of God" to Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, or agents.

H. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.

5. YSP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YSP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YSP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YSP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way connected with YSP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YSP.
8. No Joint Venture: YSP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YSP's officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YSP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 22 to November 16, 2024. Either party may cancel this Agreement by providing thirty (30) days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

Signature page to follow:

APPROVED:

**Hesperia Area Recreation
District Foundation**

BY: _____
Kyle Woolley, Executive Director

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

Hesperia National Little League, HNLL

BY: _____
Hans Lintner, President

DATE: _____

DRAFT

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called "H.A.R.D."), under contract to the DISTRICT, and Hesperia American Little League, HALL (hereinafter called "YSP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YSP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YSP carries out a youth sports program providing "recreational play" for Hesperia residents.
- B. YSP has inspected and approved the below facilities suitable for YSP's program's needs.
- C. DISTRICT and YSP wish to allow the use of such facilities for YSP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Lime Street Park, Fields 1-4, Concession Building, and three score booths,
16292 Lime Street, Hesperia, California

- a. January 22 through July 6, 2024, Monday through Friday, 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.
- b. September 2 through November 16, 2024, Monday and Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.

Hesperia Community Park, Field 5, 10200 Datura Road, Hesperia, California

- a. January 22 through July 6, 2024, Monday through Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.
- b. September 2 through November 16, 2024, Monday through Friday 4:00 p.m. - 10:00 p.m. and Saturday 7:00 a.m. - 10:00 p.m.

Timberlane Park Baseball Field and Score Booth, 9480 Timberlane Avenue, Hesperia, California

- a. February 5 through July 6, 2024, and September 2 through November 16, 2024, Monday through Friday 4:00 p.m. – dusk and Saturday 7:00 a.m. – dusk

Ranchero Middle School Baseball Field, 17607 Ranchero Road, Hesperia, California

- a. February 5 through July 6, 2024, and September 2 through November 16, 2024, Monday through Friday 4:00 p.m. – dusk and Saturday 7:00 a.m. – dusk

Kingston Elementary School Baseball Field, 7473 Kingston Avenue, Hesperia, California

- a. February 5 through July 6, 2024, and September 2 through November 16, 2024, Monday through Friday 4:00 p.m. – dusk and Saturday 7:00 a.m. – dusk

D. YSP's Responsibilities:

1. Be aware that all fields and facilities will be closed to games or practices for required maintenance and DISTRICT events, where one closure will be Saturday September 21, 2024. DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.
2. Submit payment of \$3.00 per registered participant, per season to the DISTRICT. Once official rosters have been submitted, YSP will be invoiced for total amount due to DISTRICT. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice.
3. Pay \$10.00 per hour for light usage. DISTRICT will submit a monthly Musco Lighting Report with an invoice. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice. YSP will have access to set their own light schedule and turn lights on and off. Lights must be set within the time frame of the practice and game schedules submitted to the DISTRICT. YSP representative must submit an approved list of board members to receive a user name and password for the Musco Control Link System.
4. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, YSP will not proceed with usage.
5. Not make any deletions, alterations, additions, or changes to any field, facility, area or equipment used without written permission from DISTRICT. If approved,

YSP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.

6. Damage to turf, irrigation, buildings, fences, dugouts, or bleachers will result in YSP being held responsible for repair or replacement costs.
7. Complete field prep each time used and maintain fields in a good and safe condition. Trash must be removed and placed in the DISTRICT dumpster.
8. Meet the following conditions if YSP is granted use of snack bar facility by DISTRICT as listed in Section 1.
 - a. YSP agrees to maintain and inventory its equipment brought into the facility, keep the concession area clean and sanitary, and to remove their trash to the dumpster after each use.
 - b. YSP agrees to be responsible to secure the concession area and set the alarm after each use.
 - c. The building and all of its current contents (before YSP's first day of use) are property of DISTRICT.
 - d. YSP will be held liable for loss, theft, or damage to the facility or equipment.
 - e. Outside vendors must submit a vendor application, health permit (if selling food), sellers permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of Hesperia and/or Hesperia Unified School District if applicable. All outside vendors are subject to approval by DISTRICT.
9. If restrooms are needed other than what is provided by DISTRICT, YSP will be responsible for providing lockable porta-potties with hand washing stations and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
10. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
11. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
12. Agree to maintain at least a 75% Hesperia resident base in their program.
13. Signs or advertising may not be posted more than one week in advance of "Recreational Play" use. Any signs or other forms of advertising must be removed within one week following "Recreational Play" use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.

14. Assign Ken Nowicki, President, (760) 662-3663, hallsresident@gmail.com, to act as the YSP representative in all details related to this Agreement unless the YSP representative otherwise designates in writing another representative.
15. Submit all required insurance and forms to Hesperia Unified School District when using their fields and/or facilities.
16. Agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
17. Further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
18. YSP shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
19. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
20. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
21. Understand that Recreation Play is defined as Primary Season, Secondary Season, and All Star play. Tournament games of any kind or special events must be requested in writing thirty (30) days prior to event by YSP and approved in writing by DISTRICT.
22. Prior to first league game, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses), game schedules, and coaches list.
23. Submit an Indoor Facility Use Request Form at least thirty (30) days prior to use. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. YSP will be held responsible for the following each time the facility is used:
 - a. Complete an equipment checkout sheet for any keys and/or alarm codes issued for use of facility.
 - b. Setup and cleanup of facility.
 - c. Turning the thermostat off, checking the bathroom for running water, turning all lights off, setting the alarm, and securing the facility.

- d. If above tasks are not completed and/or the facility is not left in the manner it was received, future facility use can be canceled.
24. YSP shall abide by California Assembly Bill 506. CA AB 506 requires background checks pursuant to Section 11105.3 of Penal Code for administrators, employees, or regular volunteers. The penal code states:
 - a. The employer makes a request for all convictions or arrests pending adjudication from the California Department of Justice; and
 - b. The request must include the applicant's fingerprints and shall be made through the use of a form approved by the California Department of Justice.
 25. YSP must submit a list of all administrators, employees, and regular volunteers and proof of fingerprint clearance to DISTRICT.
 26. DISTRICT will allow YSP use of a facility twice a year to hold fingerprinting for their administrators, employees, or regular volunteers. Facility requests must be submitted in writing and approved by the DISTRICT.
 27. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YSP will be responsible for the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.
 28. Understand YSP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT. YSP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.
- E. DISTRICT Responsibilities:
1. Give YSP notice of any facility changes, projects, or cancellations affecting YSP's program.
 2. DISTRICT may cancel or reschedule facility use for other facility rentals or DISTRICT use up to forty-eight (48) hours prior to scheduled YSP use.
 3. Make required repairs in a timely manner after notification.

4. Allow use of DISTRICT facility and equipment during the mutually agreed upon dates and times.
5. Submit monthly invoices for light usage to include the monthly lighting reports from Musco Control Link. DISTRICT will assign Musco Control Link login access to allow YSP to schedule their own lights. DISTRICT reserves the right to prohibit YSP from setting their own light schedule if lights are set outside of approved practice and game times.
6. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
7. In the event DISTRICT discovers that an un-fingerprinted person is participating, DISTRICT may instruct YSP that the person is not eligible for participation. YSP then is responsible for barring participation by its employee or volunteer. In the event YSP does not comply, its use of DISTRICT facilities and their agreement may be terminated upon fifteen (15) days' written notice.
8. DISTRICT and/or H.A.R.D. reserves the right to immediately revoke YSP's right to use the facility under this agreement should YSP fail to comply with any provision of this section.

F. Indemnification and Insurance:

1. The YSP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YSP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
2. General liability insurance: The YSP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

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

G. Force Majeure:

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YSP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YSP shall not charge results of "acts of God" to Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, or agents.

H. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. YSP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YSP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YSP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YSP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way connected with YSP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YSP.
8. No Joint Venture: YSP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YSP's officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YSP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 22 to November 16, 2024. Either party may cancel this Agreement by providing thirty (30) days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

Signature page to follow:

APPROVED:

**Hesperia Area Recreation
District Foundation**

BY: _____
Kyle Woolley, Executive Director

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

Hesperia American Little League, HALL

BY: _____
Ken Nowicki, President

DATE: _____

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called "H.A.R.D."), under contract to the DISTRICT, and AYSO, Hesperia Region 878 (hereinafter called "YSP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YSP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YSP carries out a youth sports program providing "recreational play" for Hesperia residents.
- B. YSP has inspected and approved the below facilities suitable for YSP's program's needs.
- C. DISTRICT and YSP wish to allow the use of such facilities for YSP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Maple Park, Fields 1 and 2 and Storage Shed, 7770 Maple Avenue, Hesperia, California

- 1. January 1 through December 31, 2024, Monday through Friday, 4:00 p.m. – 9:00 p.m. and Saturday and Sunday, 7:00 a.m. – 10:00 p.m.

Live Oak Park, Soccer Field, 17427 Live Oak Street, Hesperia, California

- 1. Dates and times to be determined and approved by DISTRICT based on availability.

D. YSP's Responsibilities:

1. Be aware that all fields and facilities will be closed to games or practices for required maintenance and DISTRICT events, where one closure will be Saturday September 21, 2024. DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.
2. Submit payment of \$3.00 per registered participant, per season to the DISTRICT. Once official rosters have been submitted, YSP will be invoiced for total amount due to DISTRICT. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice.
3. Pay \$10.00 per hour for light usage. DISTRICT will submit a monthly Musco Lighting Report with an invoice. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice. YSP will have access to set their own light schedule and turn lights on and off. Lights must be set within the time frame of the practice and game schedules submitted to the DISTRICT. YSP representative must submit an approved list of board members to receive a user name and password for the Musco Control Link System.
4. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, YSP will not proceed with usage.
5. Not make any deletions, alterations, additions, or changes to any field, facility, area or equipment used without written permission from DISTRICT. If approved, YSP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Damage to turf, irrigation, buildings, fences, dugouts, or bleachers will result in YSP being held responsible for repair or replacement costs.
7. Complete field prep each time used and maintain fields in a good and safe condition. Trash must be removed and placed in the DISTRICT dumpster.
8. Meet the following conditions if YSP is granted use of snack bar facility by DISTRICT as listed in Section 1.
 - a. YSP agrees to maintain and inventory its equipment brought into the facility, keep the concession area clean and sanitary, and to remove their trash to the dumpster after each use.
 - b. YSP agrees to be responsible to secure the concession area and set the alarm after each use.
 - c. The building and all of its current contents (before YSP's first day of use) are property of DISTRICT.
 - d. YSP will be held liable for loss, theft, or damage to the facility or equipment.

- e. Outside vendors must submit a vendor application, health permit (if selling food), sellers permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of Hesperia and/or Hesperia Unified School District if applicable. All outside vendors are subject to approval by DISTRICT.
9. If restrooms are needed other than what is provided by DISTRICT, YSP will be responsible for providing lockable porta-potties with hand washing stations and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
10. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
11. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
12. Agree to maintain at least a 75% Hesperia resident base in their program.
13. Signs or advertising may not be posted more than one week in advance of "Recreational Play" use. Any signs or other forms of advertising must be removed within one week following "Recreational Play" use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.
14. Assign Christy Bentley, Commissioner, (760) 995-7244, commissioner@hesperiaayso.org, to act as the YSP representative in all details related to this Agreement unless the YSP representative otherwise designates in writing another representative.
15. Submit all required insurance and forms to Hesperia Unified School District when using their fields and/or facilities.
16. Agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
17. Further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
18. YSP shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

19. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
20. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
21. Understand that Recreation Play is defined as Primary Season, Secondary Season, and All Star play. Tournament games of any kind or special events must be requested in writing thirty (30) days prior to event by YSP and approved in writing by DISTRICT.
22. Prior to first league game, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses), game schedules, and coaches list.
23. Submit an Indoor Facility Use Request Form at least thirty (30) days prior to use. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. YSP will be held responsible for the following each time the facility is used:
 - a. Complete an equipment checkout sheet for any keys and/or alarm codes issued for use of facility.
 - b. Setup and cleanup of facility.
 - c. Turning the thermostat off, checking the bathroom for running water, turning all lights off, setting the alarm, and securing the facility.
 - d. If above tasks are not completed and/or the facility is not left in the manner it was received, future facility use can be canceled.
24. YSP shall abide by California Assembly Bill 506. CA AB 506 requires background checks pursuant to Section 11105.3 of Penal Code for administrators, employees, or regular volunteers. The penal code states:
 - a. The employer makes a request for all convictions or arrests pending adjudication from the California Department of Justice; and
 - b. The request must include the applicant's fingerprints and shall be made through the use of a form approved by the California Department of Justice.
25. YSP must submit a list of all administrators, employees, and regular volunteers and proof of fingerprint clearance to DISTRICT.
26. DISTRICT will allow YSP use of a facility twice a year to hold fingerprinting for their administrators, employees, or regular volunteers. Facility requests must be submitted in writing and approved by the DISTRICT.

27. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YSP will be responsible for the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.
28. Understand YSP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT. YSP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

E. DISTRICT Responsibilities:

1. Give YSP notice of any facility changes, projects, or cancellations affecting YSP's program.
2. DISTRICT may cancel or reschedule facility use for other facility rentals or DISTRICT use up to forty-eight (48) hours prior to scheduled YSP use.
3. Make required repairs in a timely manner after notification.
4. Allow use of DISTRICT facility and equipment during the mutually agreed upon dates and times.
5. Submit monthly invoices for light usage to include the monthly lighting reports from Musco Control Link. DISTRICT will assign Musco Control Link login access to allow YSP to schedule their own lights. DISTRICT reserves the right to prohibit YSP from setting their own light schedule if lights are set outside of approved practice and game times.
6. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
7. In the event DISTRICT discovers that an un-fingerprinted person is participating, DISTRICT may instruct YSP that the person is not eligible for participation. YSP then is responsible for barring participation by its employee or volunteer. In the event YSP does not comply, its use of DISTRICT facilities and their agreement may be terminated upon fifteen (15) days' written notice.

8. DISTRICT and/or H.A.R.D. reserves the right to immediately revoke YSP's right to use the facility under this agreement should YSP fail to comply with any provision of this section.

F. Indemnification and Insurance:

1. The YSP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YSP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
2. General liability insurance: The YSP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The YSP shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.
3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given

coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YSP maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the YSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

G. Force Majeure:

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YSP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YSP shall not charge results of "acts of God" to Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, or agents.

H. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. YSP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YSP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YSP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YSP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way

connected with YSP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YSP.

8. No Joint Venture: YSP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YSP's officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YSP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 8 to December 15, 2024. Either party may cancel this Agreement by providing thirty (30) days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

**Hesperia Area Recreation
District Foundation**

AYSO - Hesperia Region 878

BY: _____
Kyle Woolley, Executive Director

BY: _____
Christy Bentley, Commissioner

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called "H.A.R.D."), under contract to the DISTRICT, and Hesperia Youth Football League, HYFL (hereinafter called "YSP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YSP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YSP carries out a youth sports program providing "recreational play" for Hesperia residents.
- B. YSP has inspected and approved the below facilities suitable for YSP's program's needs.
- C. DISTRICT and YSP wish to allow the use of such facilities for YSP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Lime Street Park, Fields 1-4 and Concession Building, 16292 Lime Street,
Hesperia, California

- a. July 15 through August 30, 2024, Monday through Friday, 5:45 p.m. - 8:15 p.m.
- b. September 3 through December 5, 2024, Tuesday, Wednesday, and Thursday, 5:45 p.m. - 8:15 p.m.

D. YSP's Responsibilities:

1. Be aware that all fields and facilities will be closed to games or practices for required maintenance and DISTRICT events, where one closure will be Saturday

September 21, 2024. DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.

2. Submit payment of \$3.00 per registered participant, per season to the DISTRICT. Once official rosters have been submitted, YSP will be invoiced for total amount due to DISTRICT. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice.
3. Pay \$10.00 per hour for light usage. DISTRICT will submit a monthly Musco Lighting Report with an invoice. YSP will need to submit payment within thirty (30) days of receiving the DISTRICT invoice. YSP will have access to set their own light schedule and turn lights on and off. Lights must be set within the time frame of the practice and game schedules submitted to the DISTRICT. YSP representative must submit an approved list of board members to receive a user name and password for the Musco Control Link System.
4. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, YSP will not proceed with usage.
5. Not make any deletions, alterations, additions, or changes to any field, facility, area or equipment used without written permission from DISTRICT. If approved, YSP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
6. Damage to turf, irrigation, buildings, fences, dugouts, or bleachers will result in YSP being held responsible for repair or replacement costs.
7. Complete field prep each time used and maintain fields in a good and safe condition. Trash must be removed and placed in the DISTRICT dumpster.
8. Meet the following conditions if YSP is granted use of snack bar facility by DISTRICT as listed in Section 1.
 - a. YSP agrees to maintain and inventory its equipment brought into the facility, keep the concession area clean and sanitary, and to remove their trash to the dumpster after each use.
 - b. YSP agrees to be responsible to secure the concession area and set the alarm after each use.
 - c. The building and all of its current contents (before YSP's first day of use) are property of DISTRICT.
 - d. YSP will be held liable for loss, theft, or damage to the facility or equipment.
 - e. Outside vendors must submit a vendor application, health permit (if selling food), sellers permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of

Hesperia and/or Hesperia Unified School District if applicable. All outside vendors are subject to approval by DISTRICT.

9. If restrooms are needed other than what is provided by DISTRICT, YSP will be responsible for providing lockable porta-potties with hand washing stations and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
10. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
11. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
12. Agree to maintain at least a 75% Hesperia resident base in their program.
13. Signs or advertising may not be posted more than one week in advance of "Recreational Play" use. Any signs or other forms of advertising must be removed within one week following "Recreational Play" use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.
14. Assign Kelly Hulburt, President, (760) 524-7810, kelly.hulburt@gmail.com, to act as the YSP representative in all details related to this Agreement unless the YSP representative otherwise designates in writing another representative.
15. Submit all required insurance and forms to Hesperia Unified School District when using their fields and/or facilities.
16. Agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
17. Further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
18. YSP shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
19. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.

20. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
21. Understand that Recreation Play is defined as Primary Season, Secondary Season, and All Star play. Tournament games of any kind or special events must be requested in writing thirty (30) days prior to event by YSP and approved in writing by DISTRICT.
22. Prior to first league game, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses), game schedules, and coaches list.
23. Submit an Indoor Facility Use Request Form at least thirty (30) days prior to use. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. YSP will be held responsible for the following each time the facility is used:
 - a. Complete an equipment checkout sheet for any keys and/or alarm codes issued for use of facility.
 - b. Setup and cleanup of facility.
 - c. Turning the thermostat off, checking the bathroom for running water, turning all lights off, setting the alarm, and securing the facility.
 - d. If above tasks are not completed and/or the facility is not left in the manner it was received, future facility use can be canceled.
24. YSP shall abide by California Assembly Bill 506. CA AB 506 requires background checks pursuant to Section 11105.3 of Penal Code for administrators, employees, or regular volunteers. The penal code states:
 - a. The employer makes a request for all convictions or arrests pending adjudication from the California Department of Justice; and
 - b. The request must include the applicant's fingerprints and shall be made through the use of a form approved by the California Department of Justice.
25. YSP must submit a list of all administrators, employees, and regular volunteers and proof of fingerprint clearance to DISTRICT.
26. DISTRICT will allow YSP use of a facility twice a year to hold fingerprinting for their administrators, employees, or regular volunteers. Facility requests must be submitted in writing and approved by the DISTRICT.
27. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YSP will be responsible for

the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.

28. Understand YSP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT. YSP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

E. DISTRICT Responsibilities:

1. Give YSP notice of any facility changes, projects, or cancellations affecting YSP's program.
2. DISTRICT may cancel or reschedule facility use for other facility rentals or DISTRICT use up to forty-eight (48) hours prior to scheduled YSP use.
3. Make required repairs in a timely manner after notification.
4. Allow use of DISTRICT facility and equipment during the mutually agreed upon dates and times.
5. Submit monthly invoices for light usage to include the monthly lighting reports from Musco Control Link. DISTRICT will assign Musco Control Link login access to allow YSP to schedule their own lights. DISTRICT reserves the right to prohibit YSP from setting their own light schedule if lights are set outside of approved practice and game times.
6. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
7. In the event DISTRICT discovers that an un-fingerprinted person is participating, DISTRICT may instruct YSP that the person is not eligible for participation. YSP then is responsible for barring participation by its employee or volunteer. In the event YSP does not comply, its use of DISTRICT facilities and their agreement may be terminated upon fifteen (15) days' written notice.
8. DISTRICT and/or H.A.R.D. reserves the right to immediately revoke YSP's right to use the facility under this agreement should YSP fail to comply with any provision of this section.

F. Indemnification and Insurance:

1. The YSP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YSP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
2. General liability insurance: The YSP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The YSP shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Hesperia Recreation and Park District's self-insurance pool.
3. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YSP maintains higher limits than the minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits

maintained by the YSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

G. Force Majeure:

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YSP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YSP shall not charge results of "acts of God" to Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, or agents.

H. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. YSP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YSP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YSP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YSP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution or declaratory relief arising out of or in any way connected with YSP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YSP.
8. No Joint Venture: YSP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YSP's

officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YSP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from July 15 through December 5, 2024. Either party may cancel this Agreement by providing thirty (30) days' written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

**Hesperia Area Recreation
District Foundation**

Hesperia Youth Football League, HYFL

BY: _____
Kyle Woolley, Executive Director

BY: _____
Kelly Hulburt, President

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH AND ADULT SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Youth and Adult Sports Partner, Hesperia Wranglers (hereinafter called "YASP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YASP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YASP carries out a youth and adult sports program providing "recreational play" for Hesperia residents.
- B. YASP has inspected and approved the below facilities suitable for YASP's program's needs.
- C. DISTRICT and YASP wish to allow the use of such facilities for YASP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Val Shearer Equestrian Center, 7500 Arrowhead Lake Road, Hesperia, California

- a. Four (4) dates to be determined for Horsemanship/Play Days.
- b. Ten (10) dates to be determined for Gymkhanas.
- c. Five (5) dates to be determined for Barrel Series.

Percy Bakker Community Center, North Room, 9333 "E" Avenue, Hesperia, California

- a. Two (2) dates Sunday through Thursday and One (1) Saturday, dates to be determined, up to six (6) hours for the event (includes setup and cleanup) per separate Facility Rental Application. All DISTRICT Facility Use Policies and Procedures must be followed. Deposit will be required.

- b. No alcohol allowed when the emphasis of the event is for minors under 21 years old.
- c. YASP must submit a completed Facility Rental Application for each date of use.

D. YASP's Responsibilities. YASP shall:

1. Understand the DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.
2. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If facility is not safe, YASP will not proceed with usage.
3. Maintain arena each time used. Remove all trash to dumpsters. Damage to turf, irrigation, buildings, equipment, fences, corrals, or bleachers will result in YASP being held responsible for repair or replacement costs. If restrooms are needed other than what is provided by DISTRICT, YASP will be responsible for providing lockable porta-potties and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
4. Agree the water truck is property of DISTRICT and DISTRICT reserves the right to cancel use at any time.
5. YASP and DISTRICT agree the Kubota Tractor, Model Number M5030, is property of YASP and all repairs and maintenance are the responsibility of YASP.
6. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
7. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
8. Submit a Vendor Application, Health Permit (if selling food), Sellers Permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of Hesperia for outside vendors. All outside vendors are subject to approval by DISTRICT.
9. Not make any alterations, additions, or changes to the areas or equipment used without written permission of DISTRICT. If approved, YASP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
10. Make no changes, additions, or deletions to any arena or facility without prior written approval from the DISTRICT.

11. Signs or advertising may not be posted more than one week in advance of use. Any signs or other forms of advertising must be removed within one week following use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.
12. Enforce DISTRICT's no smoking policy at all times.
13. Repair any damage as a result of YASP usage to the facility or equipment.
14. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
15. Assign Tim Mustaikis, President, (760) 220-4960, mustaikis@msn.com, to act as the YASP representative in all details related to this Agreement unless the YASP representative otherwise designates in writing another representative.
16. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
17. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
18. Prior to first usage, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses) and volunteer list.
19. Require that all employees or volunteers of any league or organization, who will have supervisory or disciplinary authority over minors while on DISTRICT property or property controlled by DISTRICT (i.e. inter-leagues play), comply with Public Resources Code 5164 and the Fingerprint Policy of DISTRICT Users. YASP will not allow any employee or volunteer of any league or organization to participate in such supervisory or disciplinary capacity until such time as he/she has been fingerprinted and received clearance through DISTRICT from the State of California Department of Justice. Any team or organization who inter-leagues with Hesperia Youth Sports Organizations or who utilizes DISTRICT facilities must schedule and pay for fingerprinting appointments, be printed, and have clearance prior to the season starting. YASP is responsible for associated costs of fingerprinting. Allowing non-approved individuals, teams, or organizations on DISTRICT facilities may result in suspension of YASP activities or voiding of the contract in total.
20. Submit an Indoor Facility Use Request Form in writing. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all

DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. All indoor facility use will be held at Lime Street Community Center Mojave Rooms I and II, 16292 Lime Street. Indoor facility use is limited to monthly board meetings.

21. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YASP will be responsible for the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.
22. Understand YASP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D or DISTRICT. YASP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

E. DISTRICT Responsibilities. DISTRICT shall:

1. Give YASP notice of any facility changes, projects, or cancellations affecting YASP's program.
2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 extension 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Assist YASP in facilitating fingerprinting as required by Section D.19. If a volunteer is not fingerprinted on dates scheduled by DISTRICT, it is their responsibility to make other arrangements and any required payment. The volunteer will need to contact DISTRICT for paperwork with DISTRICT'S Department of Justice code number to take with them to their alternate appointment.
4. Screen fingerprinting results only for those offenses identified in Public Resources Code Section 5164 and Penal Code Section 11105.3(g)(i). DISTRICT will e-mail clearances to YASP president/commissioner or assignee. No verification will be given to individuals.
5. In the event DISTRICT discovers that a non-fingerprinted person is participating, DISTRICT may instruct YASP that the person is not eligible for participation. YASP is then responsible for barring participation by its employee or volunteer. In the event YASP does not so comply, its use of DISTRICT facilities and their agreement may be terminated upon a 15 days written notice.

6. Make required repairs in a timely manner after notification of the need to repair.
7. Allow use of DISTRICT facilities and equipment during the mutually agreed upon dates and times.

F. Indemnification and Insurance:

1. The YASP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YASP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
 - a. General liability insurance: The YASP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - i. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The YASP shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YASP maintains higher limits than the

minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the YASP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

2. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YASP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YASP shall not charge results of "acts of God" to Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.

G. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. YASP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YASP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YASP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YASP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with YASP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YASP.

8. YASP shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.

9. No Joint Venture: YASP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YASP's officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YASP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1 through December 31, 2024. Either party may cancel this Agreement by providing 30 days written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

Hesperia Wranglers

BY: _____
Kyle Woolley, Executive Director

BY: _____
Tim Mustaikis, President

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Quote	
Quote #:	21513290
Purchase Order #:	Sarah-Scoreboards
Cart Name:	
Quote Date:	12/21/2023
Quote Valid-to:	03/29/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Sarah Hauser



Contact Your Rep

Matt Podjenski Email: mpodjenski@bsnsports.com | Phone: **972-499-8173**

Sold to
1007051
HESPERIA RECREATION & PARK DIS
 Sarah Hauser
 16292 LIME STREET
 HESPERIA CA 92340-1055

Ship To
1007051
HESPERIA RECREATION & PARK DIS
 Sarah Hauser
 16292 LIME STREET
 HESPERIA CA 92340-1055

Payer
1007051
HESPERIA RECREATION & PARK DIS
 Sarah Hauser
 16292 LIME STREET
 HESPERIA CA 92340-1055

Item Description	Qty	Unit Price	Total
16'X5' BASEBALL SCOREBOARD 3315-22 Item # - 1468190	8 EA	\$ 5,475.00	\$ 43,800.00
16' Outdoor School/Sponsor Panel Item # - 1459531	8 EA	\$ 899.99	\$ 7,199.92

Subtotal:	\$50,999.92
Other:	\$0.00
Freight:	\$1,500.00
Sales Tax:	\$3,952.49
Order Total:	\$56,452.41
Payment/Credit Applied:	\$0.00
Order Total:	\$56,452.41



QUOTATION

106 Max Hurt Drive
Murray KY 42071

Toll-Free: 1-800-323-7745
varsityscoreboards.com

BILL TO:

Sarah Hauser

shauser@hesperiaparks.com

760-998-7169

Hesperia Recreation & Park District - CA

Hesperia Recreation & Park District
10200 Datura Road
Hesperia, CA 92345

SHIP TO:

Sarah Hauser

Hesperia Recreation and Park District

13558 Palm Street

Hesperia, CA 92345

760-998-7169

DETAILS

Quote Number: 113310227

Prepared By: Alyssa Brown

PO Number:

Created On: December 7, 2023

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
	10' x 5' BASKETBALL SCOREBOARD			
	<ul style="list-style-type: none"> 15" amber and red LED digits with protective shields Home/Guest score up to 199 Double Bonus and Possession Indicators 			
2248P	<ul style="list-style-type: none"> Galvanized steel cabinet with powder coat finish Wireless Remote Control with internal rechargeable battery Built-in Horn 5 - Year Limited Warranty 	4	\$5,495.00	\$21,980.00
SP10X21-ID	SPONSOR PANEL 10' X 21" ID	4	\$625.00	\$2,500.00

Subtotal: \$24,480.00
shipping & handling: \$3,000.00
CA sales tax (7.75%): \$2,129.70

Quote Total: \$29,609.70

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.



Scroll down to see your product

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

MODEL - 2248

HESPERIA
RECREATION & PARK DISTRICT

HOME **GUEST**

105 96

POSS BONUS

PERIOD 4

FOULS 15 7

T.O.L. 4 1

PLAYER 8-4

WON GAME WON

5 ft

MODEL - 2248

HESPERIA
RECREATION & PARK DISTRICT

HOME **GUEST**

105 96

POSS BONUS

PERIOD 4

FOULS 15 7

T.O.L. 4 1

PLAYER 8-4

WON GAME WON

5 ft

Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

ALYSSA BROWN, Sales Associate

alyssa.brown@varsityscoreboards.com

TEL: 800.323.7745





QUOTATION

106 Max Hurt Drive
Murray KY 42071

Toll-Free: 1-800-323-7745
varsityscoreboards.com

BILL TO:

Sarah Hauser

shauser@hesperiaparks.com

760-998-7169

Hesperia Recreation & Park District - CA

Hesperia Recreation & Park District
10200 Datura Road
Hesperia, CA 92345

SHIP TO:

Sarah Hauser

Hesperia Recreation & Park District
10200 Datura Road
Hesperia, CA 92345

760-998-7169

DETAILS

Quote Number: 113307185

Prepared By: Alyssa Brown

PO Number:

Created On: December 7, 2023

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
	16' x 5' BASEBALL SCOREBOARD			
	<ul style="list-style-type: none"> 15" red LED digits LED digit protective shields Home/Guest score up to 99, Innings up to 9 			
3315-22	<ul style="list-style-type: none"> Clock counts down from 99 minutes 2" Round - Ball, Strike, Out Indicators Galvanized steel cabinet with powder coat finish Wireless Remote Control with internal rechargeable battery 5 - Year Limited Warranty 	8	\$5,495.00	\$43,960.00
SP16X21-OD	16' School Identification / Sponsor Panel for Outdoor Scoreboards	8	\$800.00	\$6,400.00

Subtotal: \$50,360.00
shipping & handling: \$12,700.00
CA sales tax (7.75%): \$4,887.15

Quote Total: \$67,947.15

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.



Scroll down to see your product

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

MODEL - 3315

SPONSOR AREA

19.5" x 16'

HESPERIA RECREATION & PARK DISTRICT

HOME **9:32** **GUEST**

6 **INNING 5** **4**

BALL **STRIKE** **OUT** **H-E**

5 ft

MODEL - 3315

SPONSOR AREA

19.5" x 16'

HESPERIA RECREATION & PARK DISTRICT

HOME **9:32** **GUEST**

6 **INNING 5** **4**

BALL **STRIKE** **OUT** **H-E**

5 ft

Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

ALYSSA BROWN, Sales Associate

alyssa.brown@varsityscoreboards.com

TEL: 800.323.7745





QUOTATION

106 Max Hurt Drive
Murray KY 42071

Toll-Free: 1-800-323-7745
varsityscoreboards.com

BILL TO:

Sarah Hauser
shauser@hesperiaparks.com
760-998-7169

Hesperia Recreation & Park District - CA

Hesperia Recreation & Park District
10200 Datura Road
Hesperia, CA 92345

SHIP TO:

Sarah Hauser
Hesperia Recreation & Park District
10200 Datura Road
Hesperia, CA 92345
760-998-7169

DETAILS

Quote Number: 113307259

Prepared By: Alyssa Brown

PO Number:

Created On: December 7, 2023

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
	16' x 5' BASEBALL SCOREBOARD			
	<ul style="list-style-type: none"> 15" red LED digits LED digit protective shields Home/Guest score up to 99, Innings up to 9 Clock counts down from 99 minutes 2" Round - Ball, Strike, Out Indicators Galvanized steel cabinet with powder coat finish Wireless Remote Control with internal rechargeable battery 5 - Year Limited Warranty 	8	\$5,495.00	\$43,960.00
SPTS16-OD	16' Arch Truss for Outdoor Scoreboards	8	\$2,525.00	\$20,200.00

Subtotal: \$64,160.00
shipping & handling : \$12,700.00
CA sales tax (7.75%): \$5,956.65

Quote Total: \$82,816.65

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.

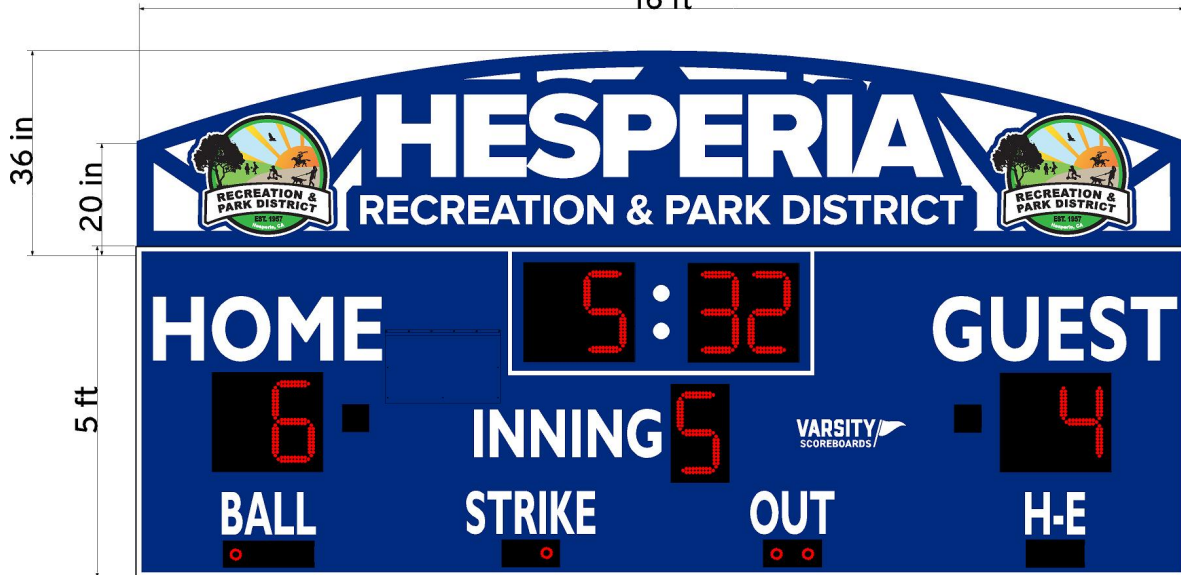


Scroll down to see your product

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

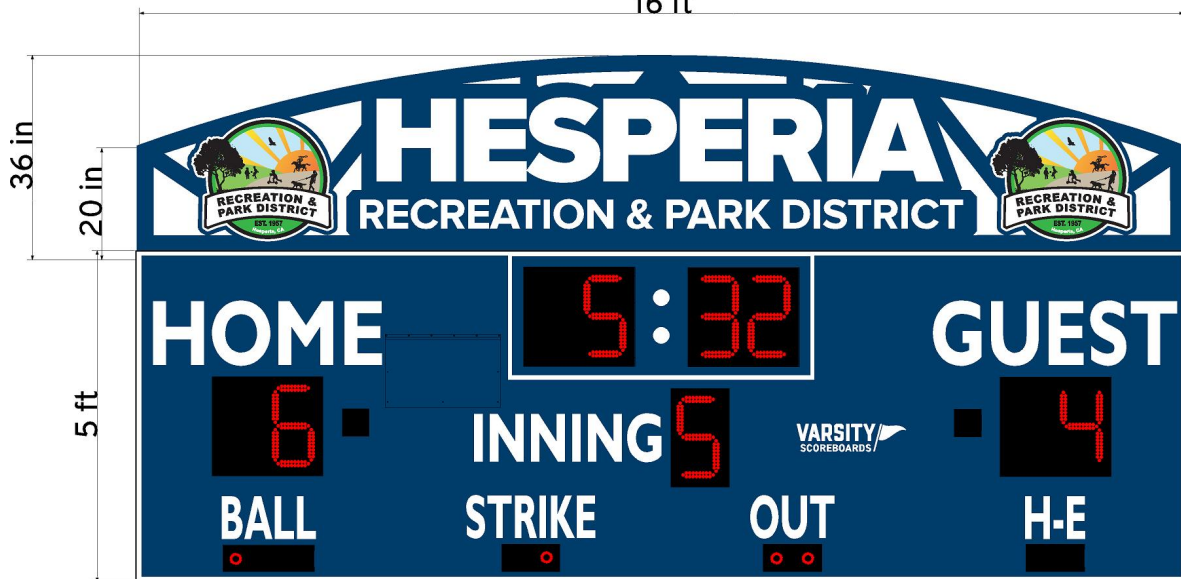
MODEL - 3315

16 ft



MODEL - 3315

16 ft



Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

ALYSSA BROWN, Sales Associate

alyssa.brown@varsityscoreboards.com

TEL: 800.323.7745



Sample Policy 1

I. Scope

This policy applies to the University of Connecticut at Storrs, the University's regional campuses and the University's School of Law. The determination of whether a facility leased by the University, whether as lessor or lessee, will be subject to this policy will be made by the Chief of Police on a case-by-case basis, taking into consideration factors including the location of the facility, facility attributes, and the terms of the pertinent lease agreement.

This policy applies to all faculty and staff employed by, and to all schools and departments within, the University. This policy shall not apply to use of cameras for reasons unrelated to surveillance activity, including remote monitoring of facilities construction and progress, videotaping of athletic events for post-game reviews, the use of cameras in connection with human subject and animal research (which use shall be governed by University policies governing research) the use of cameras in certain laboratories to ensure safe research practices, and the use of cameras for legitimate educational purposes. Nor shall this policy apply to cameras used by law enforcement in the following manners: covert operations for the purpose of criminal surveillance; or mobile cameras used in, on, or about law enforcement or parking services vehicles; or body-worn or otherwise portable cameras used during the course of investigations or normal law enforcement functions; or parking enforcement cameras.

II. Purpose

The purpose of this policy is to provide guidelines for the use of security cameras on property owned and/or utilized by the University in a way that enhances security and

aids law enforcement while respecting the privacy expectations of members of the University community.

The primary purpose of utilizing security cameras in public areas is to deter crime and to assist law enforcement in enhancing the safety and security of members of the University community and University property. The primary use of security cameras will be to record video images for use by law enforcement and other University officials charged with investigating alleged violations of law or University policy.

The existence of this policy does not imply or guarantee that security cameras will be monitored in real time continuously or otherwise.

III. RELATED POLICIES

- Acceptable Use, Information Technology
- University Code of Conduct
- General Rules of Conduct
- The Student Code

IV. Definitions

As used within and for the purposes of this policy, the following terms are defined as follows.

Chief of Police: the head of the Division of Public Safety or his or her designee.

Private areas: areas in which a person has a reasonable expectation of privacy, including, but not limited to, non-common areas of residence halls, residence hall corridors, bathrooms, shower areas, locker and changing rooms and other areas where a reasonable person might change clothes. Additionally, areas designed for the personal comfort of University employees or the safeguarding of their possessions, such as lounges and locker rooms, and areas dedicated to medical, physical, or mental therapy or treatment shall be considered private areas for the purpose of this policy.

Public areas: areas made available for use by the public, including, but not limited to, campus grounds, parking areas, building exteriors, loading docks, areas of ingress and egress, classrooms, lecture halls, study rooms, lobbies, theaters, libraries, dining halls, gymnasiums, recreation areas, and retail establishments. Areas of the University in which persons would not have a reasonable expectation of privacy, but to which access is restricted to certain University employees, such as storage areas, shall also be considered public areas for the purpose of this policy.

Security camera: a camera used for monitoring or recording public areas for the purposes of enhancing public safety, discouraging theft and other criminal activities, and investigating incidents.

Security camera recording: a digital or analog recording of the feed from a security camera.

Security camera system: any electronic service, software, or hardware directly supporting or deploying a security camera.

V. Responsibilities and Authority

Responsibility for oversight of installation, maintenance, and utilization of security cameras and associated policies, standards, and procedures is delegated by the President of the University to the Chief of Police. This responsibility includes:

1. creation, maintenance, and review of a campus strategy for the procurement, deployment, and use of security cameras, including this and related policies;
2. designation of the standard campus security camera system or service;
3. authorizing the placement of all security cameras;
4. authorizing the purchase of any new security camera systems;
5. reviewing existing security camera systems and installations and identifying modifications required to bring them into compliance with this policy;
6. creating and approving campus standards for security cameras and their use; and
7. creating and approving procedures for the use of security cameras.

VI. Control Elements

VI.1 Training

All personnel involved in the installation, maintenance or monitoring of security cameras: (a) will be instructed in the technical, legal and ethical parameters of appropriate camera use; and (b) will receive a copy of this policy and provide a written acknowledgment that they have read and understood its contents.

VI.2 Security Camera Placement

1. University Police shall be solely responsible for the oversight of temporary or permanent security cameras on campus. As such, all installations must be approved by them. Schools, departments and offices desiring the installation and use of security cameras shall submit a request for such installation to University Police. All proposals for the deployment of security cameras will include proposed sites for the placement of notifying signs (see Section VI.3. below). Installation of video security applications shall be the financial responsibility of the requesting school, department or office.
2. University schools, departments and offices presently utilizing security cameras shall promptly advise the University Police Department, which will review the location and utilization of the cameras and identify actions necessary to bring such usage into conformance with this policy.
3. Consistent with the requirements of state law, security cameras utilized by the University will not record or monitor sound. Audio recordings shall be prohibited unless permitted by law and specifically authorized by the Chief of Police.
4. Use of security cameras shall be limited to public areas. Video surveillance shall be not conducted in private areas of the campus unless specifically authorized by the Chief of Police pursuant to a search warrant or otherwise. If needed, electronic shielding will be placed in the security camera so that the security camera cannot be used to look into or through windows into private areas.
5. Where Security Cameras are permitted in private areas, they will, to the maximum extent possible, be used narrowly to protect persons, money, real or personal property, documents, supplies, equipment, or pharmaceuticals from theft, destruction, or tampering.

6. Security cameras shall not be directed at the windows of any privately-owned residence not located on University property.
7. Inoperative, placebo, or “dummy” security cameras shall NEVER be installed or utilized, as they may lead to a false sense of security that someone is monitoring an operational camera.

VI.3 Security Camera Monitoring and Review

1. The University Police may monitor and review security camera feeds and recordings as needed to support investigations and to enhance public safety. It is not intended or expected that security cameras will be routinely monitored in real time.
2. With the prior approval of the Chief of Police, other University personnel may monitor and review security camera live feeds and recordings for purposes of public safety.
3. Monitoring individuals based on characteristics of race, gender, ethnicity, sexual orientation, disability, or other protected classification is prohibited. Seeking out and continuously viewing people becoming intimate in public areas is prohibited.

VI.4 Notification Requirements

Except in emergency or investigative situations, all locations with security cameras will have signs displayed that provide reasonable notification of the presence of security cameras. The placement of the signs and the text on the signs will be subject to the approval of the Chief of Police.

Notification signs shall be placed in conspicuous areas in close proximity to the security cameras. For buildings with interior cameras, this shall include, at a minimum, the placement of signs at all primary building entrances. All such signs shall contain a notification that the cameras may or may not be monitored.

VI.5 Use of Recordings

Security camera recordings, with the approval of the Chief of Police, shall be used for the purposes of enhancing public safety, discouraging theft and other criminal activities, and investigating incidents (including the release of recordings by the Division of Public

Safety to external law enforcement agencies). Recordings from cameras whose primary function is not security (such as classroom lecture capture) may, with the authorization of the Chief of Police, be used for these purposes.

Security cameras shall not be utilized to conduct personnel investigations, such as those related to (but not limited to) work place attendance or work quality. However, the University may utilize routine security camera recordings in support of disciplinary proceedings against employees and/or students, or in a civil suit or other proceeding involving person(s) whose activities are shown on the recording and relate to the proceeding. For example, the situation could be an arbitration or other proceeding and the proceeding could be by or against such person. Information obtained in violation of this policy may not be used in a disciplinary proceeding against a University student or employee.

The use of security cameras and/or recordings for any purpose not detailed within this policy is subject to including §6 of the campus policy on the Appropriate Use of Computers and Network Systems.

Records of access to and release of, Security Camera recordings must be sufficient so as to demonstrate compliance with this policy.

VI.6 Protection and Retention of Security Camera Recordings

Video footage will be stored on servers accorded appropriate computer security with access by authorized personnel only.

Security camera recordings will be retained in accordance with the records retention policies of the State of Connecticut. This retention period may be extended at the direction of the General Counsel or the Chief of Police or as required by law.

VI.7 Release of Recorded Material

Requests for release of recorded material must be approved by the Chief of Police. Requests for release of recorded material set forth in subpoenas or other legal documents compelling disclosure should be submitted to the General Counsel.

VII. Compliance

It shall be the responsibility of the Chief of Police to see that records related to the use of security cameras and recordings from security cameras are sufficient to demonstrate compliance with this policy. Units that maintain or support security camera technology must also maintain records and configure systems to ensure compliance with this policy. Before procuring security camera systems, units will need to ensure compatibility with the system identified as the campus standard by the Chief of Police.

The Chief Information Officer, or his or her designee, in conjunction with the Chief of Police, or his or her designee, may review the deployment and utilization of security cameras at the University, whenever and as frequently as they deem necessary. A finding that a school, department or office has failed to comply with the requirements of this policy may result in the loss of its privilege to support, maintain, or deploy security cameras and may result in other remedial action at the direction of the President or the President's designee.

VIII. Exceptions

Uses of security cameras beyond those described in this security camera policy shall be governed by applicable University policies and procedures. Persons having questions about the use of monitoring cameras not subject to this policy should direct those questions to the Chief of Police or the General Counsel.

IX. REVIEW OF POLICY

This policy will be reviewed, and revised as necessary, by the Department of Public Safety, annually or more frequently as circumstances require.

Sample Policy 2

I. Scope

This policy applies to the Hesperia Recreation and Park District. The determination of whether a facility owned or leased by the District will be subject to this policy will be made by the General Manager on a case-by-case basis, considering factors including the location of the facility, facility attributes, and the terms of the pertinent lease agreement.

This policy applies to all employees and departments within the Hesperia Recreation and Park District. The policy shall not apply to the use of cameras for reasons unrelated to surveillance activity, including remote monitoring of facilities, the use of cameras in connection with research, or the use of cameras for legitimate educational purposes.

II. Purpose

The purpose of this policy is to provide guidelines for the use of security cameras on property owned and/or utilized by the Hesperia Recreation and Park District in a way that enhances security and aids law enforcement while respecting the privacy expectations of the community.

The primary purpose of utilizing security cameras in public areas is to deter crime and to assist law enforcement in enhancing the safety and security of members of the community and District property. The primary use of security cameras will be to record video images for use by law enforcement and other District officials charged with investigating alleged violations of law or District policy.

The existence of this policy does not imply or guarantee that security cameras will be monitored in real time continuously or otherwise.

III. Related Policies

- Acceptable Use Policy
- Code of Conduct
- General Rules of Conduct
- Student Code

IV. Definitions

As used within and for the purposes of this policy, the following terms are defined as follows:

- General Manager: the head of the Hesperia Recreation and Park District or his or her designee.
- Private areas: areas in which a person has a reasonable expectation of privacy.
- Public areas: areas made available for use by the public.

****V. Responsibilities and Authority****

Responsibility for oversight of installation, maintenance, and utilization of security cameras and associated policies, standards, and procedures is delegated by the General Manager to a designated official. This responsibility includes:

- Creation, maintenance, and review of a district-wide strategy for the procurement, deployment, and use of security cameras, including this and related policies.
- Designation of the standard security camera system or service.
- Authorizing the placement of all security cameras.
- Authorizing the purchase of any new security camera systems.
- Reviewing existing security camera systems and installations.

****VI. Control Elements****

****VI.1 Training****

All personnel involved in the installation, maintenance, or monitoring of security cameras will be instructed in the technical, legal, and ethical parameters of appropriate camera use. They will receive a copy of this policy and provide a written acknowledgment that they have read and understood its contents.

****VI.2 Security Camera Placement****

The designated official shall be solely responsible for the oversight of temporary or permanent security cameras. All installations must be approved by them. Requests for the installation and use of security cameras shall be submitted to the designated official. The financial responsibility for the installation of security cameras shall lie with the requesting department or office.

Security cameras shall not be directed at the windows of any privately-owned residence not located on District property. Inoperative or "dummy" security cameras shall not be installed or utilized.

****VI.3 Security Camera Monitoring and Review****

The designated official may monitor and review security camera feeds and recordings as needed to support investigations and enhance public safety. It is not intended or expected that security cameras will be routinely monitored in real time.

****VI.4 Notification Requirements****

All locations with security cameras, except in emergency or investigative situations, will have signs displayed that provide reasonable notification of the presence of security cameras. The placement and text of the signs will be subject to the approval of the designated official.

****VI.5 Use of Recordings****

Security camera recordings, with the approval of the designated official, shall be used for the purposes of enhancing public safety, discouraging theft and other criminal activities, and investigating incidents. Recordings shall not be used for personnel investigations.

****VI.6 Protection and Retention of Security Camera Recordings****

Video footage will be stored securely with access limited to authorized personnel. Recordings will be retained in accordance with the records retention policies of the Hesperia Recreation and Park District.

****VI.7 Release of Recorded Material****

Requests for release of recorded material must be approved by the designated official. Requests compelling disclosure through legal documents should be submitted to the legal department.

****VII. Compliance****

It shall be the responsibility of the designated official to ensure that records related to the use of security cameras and recordings are sufficient to demonstrate compliance with this policy.

****VIII. Exceptions****

Uses of security cameras beyond those described in this security camera policy shall be governed by applicable Hesperia Recreation and Park District policies and procedures.

****IX. REVIEW OF POLICY****

This policy will be reviewed and revised as necessary by the Hesperia Recreation and Park District, annually or more frequently as circumstances require.



Merry Christmas



*Warmest thoughts and Best Wishes
for a Merry Christmas
and a very Happy New Year*



City of Hesperia
Mayor, Council Members, Management and Staff

Happy holidays



WARMEST THOUGHTS AND BEST WISHES FOR A
WONDERFUL HOLIDAY AND A VERY HAPPY NEW
YEAR.

Eadie and Payne, LLP

Eadie

Jennifer





Cory

Ryan

Merry Christmas and Happy New Year

Evan

Tim

*We'd like to extend our best wishes
along with our appreciation for your support.*

APEX RENTALS

Margie

Michelle

Eddie

Eddie John

NEWS

Hesperia hosts annual Christmas Tree Lighting Ceremony

Alexis Miller



Hesperia held its Christmas tree lighting ceremony on Thursday, December 7, 2023 at Civic Plaza Park. The event was free to the public and included live entertainment and hot cocoa.

Alexis Miller



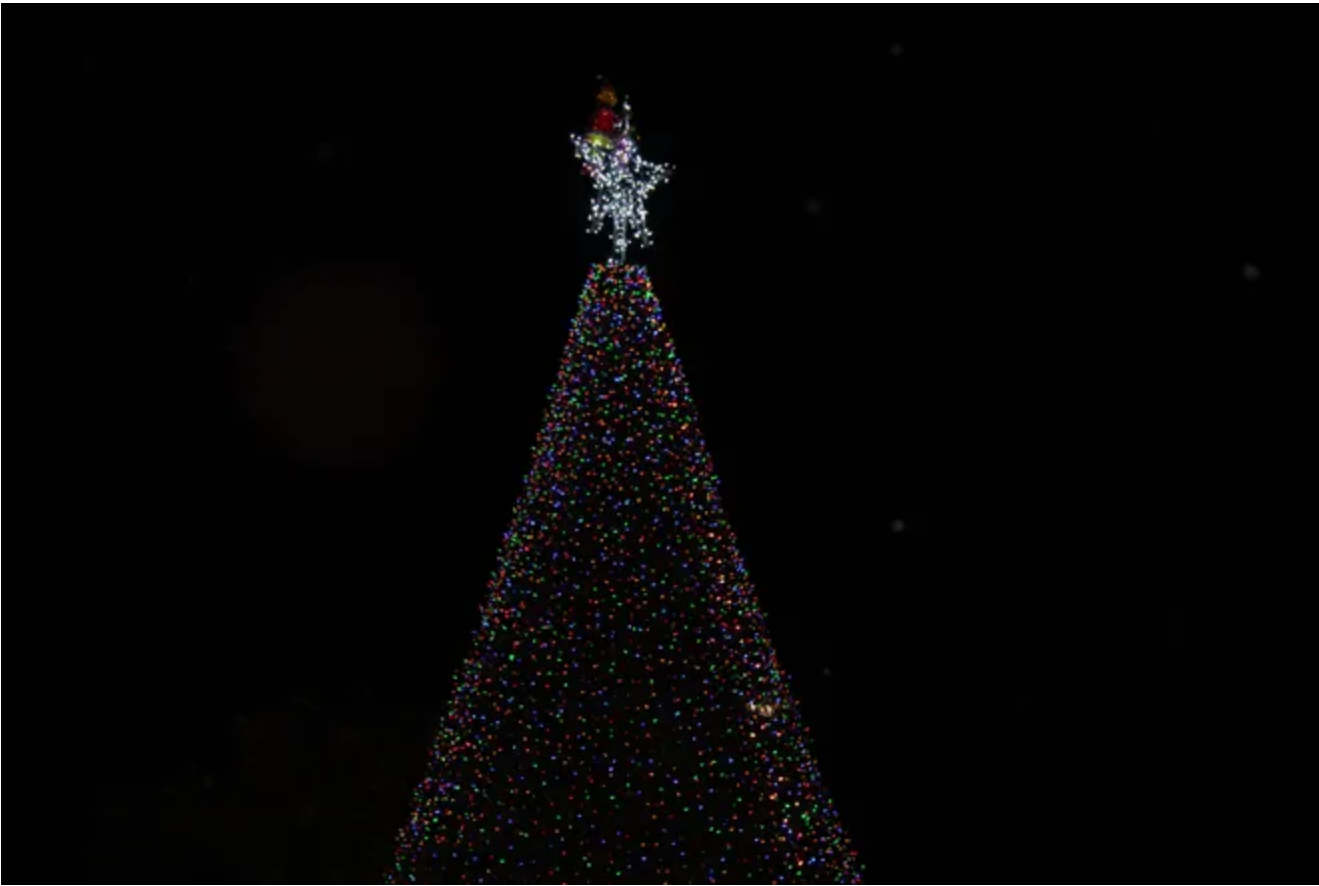
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Alexis Miller

**REGULAR JOINT MEETING OF THE
HESPERIA RECREATION AND PARK DISTRICT
AND THE
HESPERIA AREA RECREATION DISTRICT FOUNDATION BOARD MEMBERS
Thursday, December 14, 2023 - 6:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

CALL TO ORDER

Meeting was called to order at 6:03 p.m. by Chair Member Blocker.

ROLL CALL

Committee: Gonzalez, Irish
Foundation: Drylie, Hill, Blocker
District Staff: Woolley, Garcia
Other: None

FLAG SALUTE

Vice Chair Member Drylie led the flag salute.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None

COMMUNICATIONS

DISCUSSION/ACTION ITEMS

a. Approval of November 16, 2023, Meeting Minutes

1. Motion made by Member Hill to approve the minutes, seconded by Vice Chair Member Drylie. The motion passed by the following vote:

AYES: Drylie, Hill, Blocker
NOES: None
ABSENT: Daugherty, Gingerich
ABSTAIN: None

b. HARD Foundation Mission and Vision Statements

1. The Board discussed various aspects of what they would like to see included.
2. Chair Member Blocker suggested to discuss it further by email.

c. HARD Foundation Logo

1. The Board discussed various aspects of what they would like to see included.
2. Chair Member Blocker suggested to discuss it further by email.

d. Event Ad Hoc Committee Update

1. Director Irish highlighted the Christmas Tree Lighting Ceremony planning. The Event Committee has been formed as a standing committee and will meet regularly going forward.
2. Chair Member Blocker highlighted bleachers and sponsorships.

e. Preservation Committee Update

1. Vice Chair Member Drylie reported on the model school house, donations, high school credits program, geocaching, the awards, marquee sign, and grants.
2. Member Hill added a possible Hesperia Hall of Fame member.

DISTRICT FOUNDATION COMMITTEE

a. District Board Report

1. Director Gonzalez reported on the election of officers, committee appointments, purchase of capital equipment, SitelogIQ progress, and the Sheriff's Explorers.

b. Comments

1. Member Hill inquired about the landscaping.

STAFF REPORTS

a. Programs/Events/Activities Handouts

1. Mr. Woolley highlighted the following: correspondence; Christmas Tree Lighting Ceremony; Timberlane Park; Kids Kamp house, and the HARD Foundation audit.

b. Comments

1. Vice Chair Member Drylie inquired about online donations.

FOUNDATION CHAIR'S COMMENTS

- a. Chair Member Blocker thanked staff for the invitation to the Christmas party.

FOUNDATION MEMBERS' COMMENTS

- a. Member Hill enjoyed the Christmas Tree Lighting Ceremony. She suggested a possible plinko game at events.
- b. Vice Chair Member Drylie – none.

ADJOURNMENT - Meeting was adjourned at 7:53 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
SAFETY, SECURITY, AND MAINTENANCE COMMITTEE MEETING
Thursday, December 21, 2023 – 3:30 p.m.
Epicentre
17508 Hercules St., Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:31 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Aguilar

District Staff: Woolley, Garcia, Sanchez, Gonzalez

Guests: None

Flag Salute

Flag salute led by Vice President Roberts.

Message to the Public/Public Comment

None

Discussion/Action Items

B. Park Ranger Report

- The November Park Ranger Report was provided.
- Vice President Roberts requested a discussion regarding policy that would include Park Rangers on duty during business hours.

C. Maintenance Report

- Mr. Sanchez reported on the following: Kids Kamp house upgrades almost complete; cleaning up and painting facilities; and the Christmas Tree Lighting Ceremony.
- Director Aguilar thanked the maintenance team and inquired about the slides at Hesperia Lake Park and floor maintenance.

D. Baseball Field Scoreboard Cost Estimates

- The Committee discussed the potential purchase and installation of scoreboards, and suggested focusing on two at Lime Street Park.

E. Epicentre and Hesperia Lake Park Cost Estimates

- Staff is still obtaining quotes for potential camera installations.

F. Timberlane Park Update

- Mr. Sanchez reported on the following: the dog park is almost complete, with only a few more items left; the soft opening will be held in January. The community center windows will be tinted in the coming days.
- The committee discussed the cell tower generator; rock pile by the fountain; perimeter bushes; drainage area; and the driveway.

G. Discussion of Security Camera Policy

- Director Aguiar suggested creating policy that includes access, authority to provide footage; authority to adjust the settings; and a level of rights.

H. Epicentre Walk-Through

- The Committee highlighted the following: bullet points from previous meeting; scoreboards; vending machines; sidewalks; wall repair; ceiling repair; arcade/game center; roll up door; restrooms; punch list for each location; floor maintenance; leak above center rollup door; basketball pressure and signups; digital signage; floor tile; and painting.

Adjournment - Meeting was adjourned at 4:29 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
DEVELOPMENT COMMITTEE MEETING
Monday, December 11, 2023 - 3:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:00 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Gregg

District Staff: Woolley, Garcia, Varner

Other: John O'Hanian and Jonathon Weldy, Silverwood Development

Flag Salute

The Flag Salute was led by Vice President Roberts.

Message to the Public/Public Comment

- No public comment was made.

Discussion Items

A. Silverwood Project

- The Committee discussed the Memorandum of Understanding for the Silverwood project including trails, basins, additional programming, and work subject to approval.

B. Hesperia Community Park Cell Tower

- The Committee discussed the possibility of an additional cell tower at Hesperia Community Park.

Adjournment - Meeting was adjourned at 4:53 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
DEVELOPMENT COMMITTEE MEETING
Thursday, January 4, 2024 - 3:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:01 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Gregg

District Staff: Varner, Garcia

Other: John O'Hanian, Silverwood Development

Flag Salute

The Flag Salute was led by Vice President Roberts.

Message to the Public/Public Comment

- No public comment was made.

Discussion Items

A. Silverwood Project

- The Committee discussed the Memorandum of Understanding for the Silverwood project including park acreage.

Meeting recessed from open session at 3:18 p.m.

Meeting reconvened into open session at 3:23 p.m.

- The Committee continued discussion on the agreement that included programming fees.

Adjournment - Meeting was adjourned at 3:40 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
RECREATION COMMITTEE MEETING
Thursday, December 21, 2023 - 5:00 p.3.
Lime Street Park
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:31 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Irish
District Staff: Woolley, Garcia, Hauser
Guests: None

Message to the Public/Public Comment

None.

Discussion/Action Items

B. Discussion of Recreation Committee Duties

- The Committee defined the duties and purpose which included oversight of contract classes, user groups, sports, and Kids Kamp.

C. Programming and Budgets

- Director Irish inquired about upcoming programs and their budget needs.
- Vice President Roberts suggested annual Pickleball tournaments.

D. User Group Contracts

- The Committee inquired about current and upcoming contracts. The 2024 contracts will be coming before the full Board.

E. Sports Jerseys Update


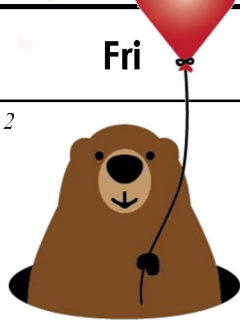

- Staff has ordered jerseys for the current sports programs.

Adjournment - Meeting was adjourned at 6:34 p.m.

January 2024

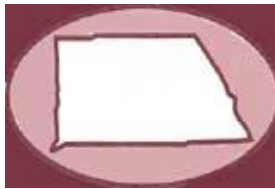
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 New Years Day <i>Administrative District Offices Closed</i>	2 New's Years Eve Observed <i>Administrative District Offices Closed</i>	3 5:45 pm Special Meeting	4 3:00 pm Development Meeting	5 6:00 pm Special Meeting	6
7	8	9 6:00 pm Silverwood Project Workshop	10 6:00 pm District Board Meeting	11	12	13
14	15 Martin Luther King Jr. Day <i>Administrative District Offices Closed</i>	16 6:00pm Silverwood Project Workshop	17	18 3:30 pm Safety, Security, & Maintenance Meeting 5:30pm Recreation Meeting	19 3:30 pm Historical Preservation Committee Meeting	20
21	22 6:00 pm ASBCSD Five Star Catering & Event Center <i>Rancho Cucamonga</i>	23 6:00 pm Silverwood Project Workshop	24 6:00 pm District Board Meeting	25 5:00 pm Event Committee 6:00 pm Foundation Meeting	26	27
28	29	30 6:00 pm Silverwood Project Workshop	31			

February 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1		3
4	5	6	7	8	9	10
11	12	13	 14 Valentine's Day 6:00 pm District Board Meeting	15 3:30 pm Safety, Security, & Maintenance Meeting 5:30 pm Recreation Meeting	16 3:30 pm Historical Preservation Committee Meeting	17
18	19 President's Day <i>District Offices Closed</i>	20	21	22 5:00 pm Event Committee 6:00 pm Foundation Meeting	23	24
25	26 6:00 pm ASBCSD Chino Valley Fire District	27	28 6:00 pm District Board Meeting	29		

March 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
 <p>RECREATION & PARK DISTRICT EST. 1957 Hesperia, CA</p>					1	2
3	4	5	6	7	8	9
10	11	12	13 6:00 pm District Board Meeting	14 3:30 pm Safety, Security, & Maintenance Meeting 5:30 PM Recreation Meeting	15 3:30 pm Historical Preservation Committee Meeting	16
17 St. Patrick's Day 	18 6:00 pm ASBCSD Inland Empire Utilities Agency	19	20	21 5:00 pm Event Committee 6:00 pm Foundation Meeting	22	23
24/31 3/31 - Easter	25	26	27 6:00 pm District Board Meeting	28	29 	30 10:00 am Easter Egg Hunt Hesperia Community Park



**Association of The
San Bernardino County
Special Districts**



Cucamonga Valley Water District
will be hosting the January 22, 2024 Membership Meeting at:

**Five Star Catering & Event Center
10013 8th St., Suite F
Rancho Cucamonga, CA 91730**

**5:30p.m. – Registration & Social Hour
6:30p.m. – Call to Order**

Buffet Menu

**Grilled Rosemary Chicken, Grilled Sirloin with Cabernet Reduction, Garlic
Roasted Red Potatoes, Penne Pasta Salad, Mixed Green Salad, Rolls with Butter
Dessert Buffet**

Coffee Station and Cash Bar

(Please let Taya know if you need a Vegetarian Entree)

Cost: \$39.00 per person

Presentation by Shannon D. Dicus, San Bernardino County Sheriff

**RSVP by Monday, January 15, 2024 to:
Karabeth Garcia at kgarcia@hesperiaparks.com**

District/Associate Attendee

- ✓ Payment Due – January,30, 2024
- ✓ Make checks payable to: ASBCSD, mail cheks to ASBCSD, Attention: Natalie Barnard, 11081 Muirfield Drive, Rancho Cucamonga, CA 91730
- ✓ Include the name(s) of your attendee(s) with your payment.
- ✓ Credit Card payment visit our website asbcds.specialdistrict.org and click on the Purchase tab.
- ✓ You will be billed for the dinner if your cancellation is not received by the deadline.
- ✓ A \$2.00 surcharge will be applied if payment is not received within 30 days of the meeting.

asbcds.specialdistrict.org

ASBCSD 11081 Muirfield Dr. Rancho Cucamonga, CA 91730 562-433-9448
President - T. Milford Harrison, Vice-President – Kelly J. Gregg, Secretary/Treasurer – Randall J. Reed,
Director – Ronald L. Coats, Director – Rebecca Kujawa, Director – Melody McDonald, Director Kati Parker