

**NON-BINDING MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF
BEAUMONT
AND THE BEAUMONT - CHERRY VALLEY
RECREATION & PARK CORPORATION TO
COLLABORATE ON DEVELOPMENT OF A
REGIONAL PARK AT THE DANNY THOMAS
RANCH**

RECITALS

WHEREAS, the mission of the Beaumont-Cherry Valley Recreation & Park Corporation (“Corporation”) is to enrich and fulfill the lives of community members by providing parks, park facilities and recreational programs of outstanding quality.

WHEREAS, the Corporation endeavors to achieve its mission and meet the needs of its growing community by acquiring, constructing, improving, maintaining and operating recreation centers throughout

WHEREAS, The City of Beaumont (“City”) provides park and recreational services to enhance the quality of life and meet the needs of residents living within the City’s jurisdictional boundaries.

WHEREAS, City and Corporation desire to collaborate and explore the means and strategies by which they might jointly pursue design, funding and development of a first class regional park to serve as a regional sport and recreation draw at the Danny Thomas Ranch, within their respective jurisdictional boundaries, in order to meet regional park and recreation needs.

WHEREAS, City and Corporation desire to provide for a Non-Binding Memorandum of Understanding (“MOU”) in furtherance of their interests in jointly pursuing the design, funding and development of a regional park to serve residents within their jurisdictional boundaries.

WHEREAS, City and Corporation acknowledge that Corporation will serve as the lead agency in development of the proposed regional park and will maintain ownership and control over the operation and maintenance of the park once completed.

WHEREAS, City and Corporation further acknowledge that Corporation shall retain all fees and revenue collected in connection with the proposed park once completed.

AGREEMENT

NOW THEREFORE, City and Corporation agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are incorporated herein by this reference.
2. **IMPLEMENTATION.** City and Corporation will collaborate on the design of a proposed regional park to be developed at the Danny Thomas Ranch as follows:
 - a. Corporation shall serve as the lead and responsible agency in connection with development of the park.
 - b. Corporation shall retain ownership of the park and will maintain ownership and control over the operation and maintenance of the park once completed.
 - c. Corporation will be entitled to retain any fees or revenues generated from operating the park once developed.
 - d. The proposed park will be developed to meet regional recreational and sports related needs.
 - e. The park shall be designed and developed to comply with applicable state and federal laws, including but not limited to, the Americans With Disabilities Act (ADA).
 - f. Corporation and City agree that any property to be included within the park not currently within City's jurisdictional boundaries will be annexed into the City. City and Corporation will work cooperatively and shall take any actions needed to accomplish such annexations.
 - g. Corporation will be responsible as the lead agency for purposes of environmental review and for obtaining all permits and coordinating all construction.
3. **INSURANCE AND RISK ALLOCATION.**
 - a. Corporation shall maintain all insurance required to construct, operate and maintain the park naming City as an additional insured.
 - b. It is further understood that any responsibility for alleged injuries or damages arising from the existence or use of the park shall be governed by and subject to provisions of the California Tort Claims Act.
4. **TERM AND TERMINATION OF THIS MOU.**
 - a. This Non-binding MOU may be terminated without cause at any time by either party upon thirty (30) days written notice or by mutual agreement of City and Corporation.

b. This MOU shall terminate automatically if the park is not substantially completed within ten (10) years after execution of this MOU.

5. **EFFECTIVE DATE.** This MOU shall be effective upon date of its execution by all parties.

6. **NON-BINDING.** This MOU sets forth the intent of City and Corporation to cooperatively pursue planning, design and development of a regional park, but is non-binding and may be terminated at any time by either City or Corporation.

APPROVED BY:

Lloyd White, Mayor
City of Beaumont

Date

Dan Hughes,
Beaumont-Cherry Valley Recreation &
Park Corporation

Date

Approved As To Form:

John Pinkney, Beaumont City Attorney

Albert Maldonado, General Counsel,
Beaumont-Cherry Valley Recreation & Park Corporation