JOINT USE AGREEMENT FOR RIVERSIDE AQUATICS COMPLEX AT RIVERSIDE CITY COLLEGE

This JOINT USE AGREEMENT FOR RIVERSIDE AQUATICS COMPLEX AT				
RIVERSIDE CITY COLLEGE (hereinafter referred to as "Agreement") is entered into				
this day of, 2025 ("Effective Date"), by and between the				
RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public educational institution				
(hereinafter referred to as "District"), and the CITY OF RIVERSIDE, a California charter				
city and municipal corporation (hereinafter referred to as "City"). When referring to both				
agencies collectively, they shall be referred to as the "Parties".				

- 1. Purpose. The Parties have determined that it is in the public interest and for the general welfare for the Parties hereto to share jointly in the use of the property owned by the District, currently known as the Riverside Aquatics Complex at Riverside City College (hereinafter referred to as the "Complex"), to conduct swimming and water sports events for the benefit of the students of District and for the residents of City. This Agreement serves to clarify the usage of the Complex by all Parties to the Agreement, upon completion of construction of the Complex, as well as to set rules and regulations regarding that usage.
- 2. <u>Development of Complex</u>. The Parties have signed a Memorandum of Agreement as to the financing, development and construction of the Complex, which was signed on or about September 2, 2008 and is incorporated herein by reference.
- 3. <u>Maintenance of Complex</u>. Following its construction the District shall maintain the Complex at a level consistent with the level established by the District for the current pool facility.

The District's maintenance responsibilities shall include, but not be limited to, repairing the pool, all plumbing and water pipes, restrooms, buildings, diving platforms,

bleachers and other facilities and systems not specifically mentioned herein. The District and City shall be responsible for the cost of maintaining the Complex as defined above.

Notwithstanding the above, the City shall contribute Fifty Thousand Dollars (\$50,000.00) annually based on the maintenance associated with Five Hundred (500) hours of usage. If the City exceeds the use of 500 hours, City shall pay for actual costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) annually during the term of Agreement. This payment shall commence for the calendar year 2025 as the Complex opened on January 1, 2025, and payment will be due every year thereafter on January 1.

Any vandalism or damage beyond normal wear and tear incurred during the use of the Complex by City, or by entities, groups, or clubs associated with and scheduled by City, shall be repaired by City, respectively, at their sole expense pursuant to Section 10. below. Any vandalism or damage beyond normal wear and tear incurred when the Complex is not in use by City or entities, groups, or clubs associated with City, shall be repaired by District at its sole expense.

- 4. <u>Utilities</u>. The District and City shall be responsible for the cost of all utilities associated with the Complex, including, but not limited to, water, electricity and natural gas. Annual utility costs shall be prorated based on actual usage. The District shall maintain records of expenditures associated with utilities and submit invoices and detailed back-up on a quarterly basis to the Parties.
- 5. <u>Use and Scheduling of Complex</u>. The Complex shall be used by District for conducting District classes and programs and by City for its sports and recreation programs and other events.

Notwithstanding the Minimum Usage provisions set forth below, District classes and programs shall be scheduled first. Once District's schedule has been determined, then any portion of time that remains open shall be shared equally by City. Likewise, District shall not use the Complex during those times allocated to the City as set forth on the Riverside Community College District Aquatics Complex at Riverside Community College City Use Schedule (hereinafter referred to as "the City Schedule") attached hereto as Exhibit A and incorporated herein by reference. The City Schedule shall be reviewed annually and shall not change unless mutually agreed to by District and City. District shall create and maintain the master schedule of classes, meets, matches, events and any other activities in the Complex to be held by District or City, subject to the limitations herein, (hereinafter referred to as "the Master Schedule"). The Master Schedule shall include the City Schedule. By July 15 of each year, District shall provide City with its scheduled use for the upcoming year beginning September 1. The City shall provide District of the dates and times of their proposed annual use of the Complex no later than 45 days after receipt of District's scheduled use, required above. In the event of a dispute between the Parties regarding scheduling, such dispute shall be submitted to the President of Riverside City College for resolution.

Entities, groups or clubs not associated with District or City, and not on the Master Schedule, shall contact the District Facilities Department, obtain and complete the required forms for usage (attached hereto and incorporated herein as Exhibit B) and meet all other requirements prior to using the Complex. Entities, groups or clubs not associated with District found using the Complex without the proper permission from District, or not on the Master Schedule, shall be asked to leave the Complex.

All Parties using the Complex shall adhere to and comply with the Complex Usage Rules, Exhibit C.

The following groups of members shall be defined as "User Groups" and who have permission to utilize the Complex:

- 1) Special Olympics
- 2) Parks, Recreation and Community Services Department
- 3) Riverside Aquatic
- 4) Water polo
- 5) Aquettes
- 6) Turn and Burn (competition only)

The City reserves the right to add to the User Groups at any time. The Parties acknowledge and agree that the Turn and Burn group has a separate arrangement for their practice time with the District and does not count toward the City's 500 hours. Any competitions booked for Turn and Burn will be counted towards City's hours. Any competitions booked by any User Group, including Turn and Burn, must be approved by the City or the hours will not be counted against the City's 500 hours.

- 6. [Intentionally omitted].
- 7. <u>Fees.</u> Nothing herein shall prohibit any of the Parties from charging fees for use of the Complex during such time as the Complex is assigned to that Party. Any such fees collected shall remain the property of the charging Party.
- 8. <u>Hold Harmless</u>. City shall defend, indemnify and hold District, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of City, its officers, employees, or agents in the conduct of any event during those times when City shall have the use of the Complex.

District shall defend, indemnify and hold City, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or

omissions of the District, its officers, employees or agents in the conduct of any event during those times when District shall have the use of the Complex.

- 9. <u>Concessions</u>. District hereby agrees that City may provide concession operations or enter into non-exclusive agreements with various civic groups or concessionaires for the furnishing of food, snacks and beverages during such time as the Complex is assigned to them for use. Groups and concessionaires are prohibited from selling alcoholic beverages, chewing gum or sunflower seeds at the Complex.
- 10. <u>Insurance</u>. Each Party shall maintain general liability insurance coverage at a minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. City shall provide a Certificate of Insurance to District, naming District as an additional insured, for use of the Complex. Such insurance requirements may be met by a program of self-insurance, through a Joint Powers Authority, or a combination of both.
- Damage and Destruction. In the event the Complex grounds, pools, buildings, or diving boards are damaged or destroyed as a result of the actions of any City-affiliated groups or concessionaires with whom City has an agreement for usage of the Complex, the Party in use of the Complex at the time the facilities were damaged shall pay for, or reimburse District for repairs. District shall contact City as soon as possible after the damage or destruction is discovered, and provide photographic evidence of such damage or destruction. Prior to any repairs, or request for repairs, City shall be given 30 days to make the repairs before District takes any action to have the damage/destruction repaired, unless the damage or destruction is of such a nature that it prohibits further use of the Complex until repaired. In that event, District shall have the right to have the repairs done as soon as possible. In the event that District ultimately receives insurance proceeds for the damage/destruction, and City has

already paid for the repairs, City shall be reimbursed the amount expended (upon proof of expenditures), not to exceed the total amount of the insurance proceeds.

- 12. <u>Discrimination Prohibited</u>. The Parties agree and understand that discrimination against any person in the provision of services, employment, or use of these facilities on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation, is prohibited.
- 13. <u>Term.</u> The term of this Agreement shall be for five (5) years, commencing on the first date written above. This Agreement may renew for two (2) additional five (5) year terms, not to exceed a total of fifteen (15) years, upon written agreement of the Parties.
- 14. <u>Termination</u>. This Agreement may be terminated at any time by mutual agreement of the effected Parties, i.e. District and City.
- 15. <u>Modification</u>. This Agreement may be modified at any time, upon written agreement of the Parties.
- 16. <u>Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Use Agreement for Riverside Aquatics Complex at Riverside City College to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter

city and municipal corporation

RIVERSIDE COMMUNITY COLLEGE

DISTRICT, a public educational institution

By: Aaron S. Brown Aaron S. Brown (Oct 10, 2025 15:42:41 PDT)	By:
Name: Aaron S. Brown	Mike Futrell
Its:Vice Chancellor, Business & Financial Services Date: 10/10/2025	City Manager Date:
	Attest:
By:	By:
Name:	Donesia Gause City Clerk
Date:	CERTIFIED AS TO AVAILABILITY OF FUNDS:
	By: Kisther
	Chief Financial Officer
	APPROVED AS TO FORM:
	By: Anthony Besumon (Oct 10, 2025 17:29:11 PDT)
	Anthony L. Beaumon Sr. Deputy City Attorney

EXHIBIT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT AQUATICS COMPLEX AT RIVERSIDE COMMUNITY COLLEGE CITY USE SCHEDULE

Defined timeframe -Schedule listed is tentative and to be used as sample until actual schedule is confirmed by annually (September 30 each year)

WINTER - January through March FALL - September through December

SPRING - April through mid June

SUMMER - Mid June through August

City Use - all use booked through PRCSD (schedule does not reflect School District use) Tentative schedules to be confirmed by September 30.

Fall (plus 3-5 High School Swim meets/matches) Turn & Burn Diving Club - Jimmy Adams -619.995.1173 4-7:00 p.m. - Monday - Friday (split deep end pool use per D. Almquest) Monday - Friday 5:00 pm - 7:30 pm and Saturday 10:00am - 2:00 p.m

This schedule will be reviewed annually and shall not be changed unless mutually agreed to between the District and City

Senior Swim

Swim Team Practices (6-9pm N-F and 6-10am Sat.) Synchronized Swim Competitions Water Polo Tournaments

Water Polo Practice (4-7pm M-F)

varies de
Winter (plus 3-5 High School swim meets/matches) Dive in Movie Theater Synchronized Swim Practice (M-Th 2-8pm, Sat 8am-3pm)

Senior Swim Swim Lessons Turn & Burn Diving Club - Jimmy Adams -619.995.1173

Swim Team Practices (6-9pm M-F and 6-10am Sat.) Synchrortized Swim Competitions Water Poto Tournaments

Water Polo Practice (4-7pm M-F) Synchronized Swim Practice (M-Th 2-8pm, Sat 8am-3pm) Dive in Movie Theater

SPRING - (plus 3-5 High School swim meets/matches)

Swim Lessons (contract classes) Turn & Burn Diving Club - Jimmy Adams -619.995.1173

Swim Team Practices (6-9pm M-F and 6-10am Sat.) Synchronized Swim Competitions Water Polo Tournaments

Water Pioto Practice (4-7pm M-F) Synchronized Swift Practice (M-Th 2-8pm, Sat 8am-3pm) Dive in Movie Theater

Summer

Drop-In Swim Turn & Burn Diving Club - Jimmy Adams -619.995.1173

Synchronized Swim Competitions Swim Team Practices (6-9pm M-F and 6-10am Sat) Water Polo Tournaments

Senior Swim

Water Polo Practice (4-7pm M-F) Synchronized Swim Practice (M-Th 8-12N, Sat 8am-12 30pm) Dive in Movie Theater

2 meets to be determined (Fri 5:00 p.m. -8:00 p.m., Sat & Sun, 7:00am - 7:00pm) 12 noon-1:30 p m. Monday - Friday

1 performance and or competition T.B.D. (12 hours of use) 2 tournament dates to be determined (Fri 5:00 p.m. -8:00 p.m., Sat & Sun, 7:00am - 7:00pm)

Friday and Saturday night use 6:30 p.m. - 9:30 p.m varies depending on swim team ∯'s - 12 month tentative schedule due August 30 each year and confirmed by September 30

varies depending on swim team.#s - 12 month tentative schedule due August 30 each year and confirmed by September 30 varies depending on swim team #s - 12 month tentative schedule due August 30 each year and confirmed by September 30

4-7:00 p.m. - Monday - Friday (split deep end pool use per D. Almquest) Monday - Friday 5:00 pm - 7:30 pm and Saturday 10:00am - 2:00 p.m.

12 noon-1:30 p.m. Monday - Friday

3 meets to be determined (Fri 5:00 p.m. -8:00 p.m., Sat & Sun. 7:00am - 7:00pm)

1 performance and or competition T.B.D. (12 hours of use) 2 tournament dates to be determined (Fri 5:00 p.m. -8:00 p.m., Sat & Sun 7:00am - 7:00pm)

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4-7:00 p.m. - Monday · Friday (split deep end pool use per D. Almquest)

12 noon-5:00 p.m. Monday - Sunday

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2 performance and or competition T.B D. (12 hours of use) 2 tournament dates to be determined (Fri 5:00 p.m. -8:00 p.m., Sat & Sun, 7:00am - 7:00pm)

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EXHIBIT B

EXHIBIT B page 1 of 2

RIVERSIDE COMMUNITY COLLEGE

TO



FACILITIES UTILIZATION OFFICE

4800 Magnolia Avenue Riverside, California 92506 (909) 222-8498

REQUEST FOR USE OF COLLEGE FACILITIES

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RIVERSIDE COMMUNITY COLLEGE DISTRICT

HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENTS ADDENDUM TO REQUEST FOR USE OF COLLEGE FACILITIES

- 1. The *User* herby agrees to indemnify, defend and hold harmless the District and its officers, employees, and agents from any and all losses, damages, claims, liability, expenses or cost arising from any accident or occurrence causing any injury or damage to any person or property (including *User's* employees or property) relating or attributed to the District's authorization to use the District's facilities.
- The User's obligation to indemnify, defend and hold harmless as hereinabove provided shall continue netwithstanding the expiration or revocation of the permission to use the District's facilities.
- 3. The User shall secure and maintain during the duration of this permission to use the District's facilities, public liability and property damage insurance to protect it from claims for damages for personal injury, including death, as well as from property damage which may arise from or which may be alleged to arise from the permission granted by the District. Such insurance shall include public liability insurance in an amount not less than \$1,000,000 for injuries, including death, and property damage as the result of any one occurrence.
- 4. Policies or certificates evidencing such coverage shall be filed with the district. The policies shall not be cancelled without ten days prior notice to the District. The wording on the certificate is to read:

RIVERSIDE COMMUNITY COLLEGE	DISTRICT IS ADDED AS ADDITIONAL
INSURED BUT ONLY WITH RESPECT	TO LIABILITY ARISING OUT OF THE
DISTRICT'S AUTHORIZATION	TO USE
THE DISTRICT'S FACILITIES.	(User's name)

5. The insurance required hereunder shall not be deemed a limitation on *User's* agreement to save and hold the District harmless and if the District becomes fiable for an amount in excess of the insurance, the *User* will save and hold the District harmless for the whole amount thereof.

This Addendum is incorporated into the REQUEST FOR USE OF COLLEGE FACILITIES signed by the User.

Organization	
Signature of Authorized Person	Title
	Date

EXHIBIT C

EXHIBIT C

Aquatic Complex Rules and Regulations

Facility Usage

- 1. Hours of Use: Monday-Sunday 6:00AM 10:00PM
- 2. Use of facilities by outside agencies/groups will be initiated through the City of Riverside Parks & Recreation Department in coordination with the RCC campus utilization office;
- 3. Riverside Community College District classes and teams have priority use of the Aquatic Complex.
- 4. City of Riverside Parks & Recreation and County will have the minimum use of the Complex as outlined in Exhibit A and the Joint Use Agreement.
- 5. Organizations granted use may only use those areas which have been approved for their use. Other areas may not be used for any reason without prior written approval. Any usage of areas without a properly authorized RCC Facilities Use Permit will result in suspension from the Aquatic Complex.
- 6. Organizations granted use will be held accountable for damage done during their usage. All trash in the area must be policed by the organization after each use. Failure to do so may result in a charge for cleanup.
- Cancellations due to weather conditions will be determined by Riverside Community College staff.
- 8. Users of facilities shall adhere to rules posted at the facility, including capacity limits and safety and conduct rules.

Facility Rules

- 1. Swimming is allowed only when a lifeguard is on duty.
- 2. Consumption of food, drugs and alcoholic beverages is not allowed.
- 3. Glass containers are not allowed in the facility.
- 4. No tobacco products
- 5. No chewing gum
- 6. No sunflower seeds
- 7. No skateboards
- 8. No dogs
- 9. Diving or jumping from the deck into the diving board pool area is not allowed.
- 10. Diving is allowed only in designated areas.
- 11. Throwing objects such as balls or other personal items is not allowed.
- 12. Horseplay (running, shoving, dunking) is not allowed.
- 13. The use of 'swim pants' for infants in diapers or other individuals that may be incontinent, is required.
- 14. Practice good hygiene by showering before swimming and washing hands after using restrooms.
- 15. The clearing of the pool and deck during electrical storms is mandatory.

Diving Rules

- 1. Use the equipment only under the direct supervision of a coach or lifeguard.
- 1. Dive or jump only in a straight line from the end of the equipment.
- 2. Swim to the closest pool exit or wall immediately after completion of the dive.
- 3. Look before diving to make sure the area is clear.
- 4. Only one person is allowed on the equipment at a time.
- 5. No multiple bounces are allowed.
- 6. The ladder is the only means for climbing aboard equipment.