

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. Development of Complex. 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. Maintenance of Complex. 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. Utilities. 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. Use and Scheduling of Complex. 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. Fees. 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. Hold Harmless. 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. Concessions. 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. Insurance. 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.

11. 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. Discrimination Prohibited. 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. Term. 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. Termination. This Agreement may be terminated at any time by mutual agreement of the effected Parties, i.e. District and City.

15. Modification. This Agreement may be modified at any time, upon written agreement of the Parties.

16. Law. 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.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT, a public educational institution

CITY OF RIVERSIDE, a California charter
city and municipal corporation

By: *Aaron S. Brown*
Aaron S. Brown (Oct 10, 2025 15:42:41 PDT)
Name: Aaron S. Brown
Its: Vice Chancellor, Business & Financial Services
Date: 10/10/2025

By: _____
Mike Futrell
City Manager
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Attest:
By: _____
Donesia Gause
City Clerk

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: *Kristin*
Chief Financial Officer

APPROVED AS TO FORM:

By: *Anthony Beaumon*
Anthony Beaumon (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

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

Defined timeframe -

FALL - September through December

WINTER - January through March

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.

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

Fall (plus 3-5 High School Swim meets/matches)

Swim Lessons

Turn & Burn Diving Club - Jimmy Adams -6:19, 9:55, 11:173

Senior Swim

Swim Meets

Water Polo Tournaments

Synchronized Swim Competitions

Swim Team Practices (6-9pm M-F and 6-10am Sat.)

Dive in Movie Theater

Synchronized Swim Practice (M-Th 2-9pm, Sat 8am-3pm)

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

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

Swim Lessons

Turn & Burn Diving Club - Jimmy Adams -6:19, 9:55, 11:173

Senior Swim

Swim Meets

Water Polo Tournaments

Synchronized Swim Competitions

Swim Team Practices (6-9pm M-F and 6-10am Sat.)

Dive in Movie Theater

Synchronized Swim Practice (M-Th 2-9pm, Sat 8am-3pm)

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

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

Swim Lessons

Turn & Burn Diving Club - Jimmy Adams -6:19, 9:55, 11:173

Senior Swim

Swim Meets

Water Polo Tournaments

Synchronized Swim Competitions

Swim Team Practices (6-9pm M-F and 6-10am Sat.)

Dive in Movie Theater

Synchronized Swim Practice (M-Th 2-9pm, Sat 8am-3pm)

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

Summer

Swim Lessons

Turn & Burn Diving Club - Jimmy Adams -6:19, 9:55, 11:173

Drop-In Swim

Senior Swim

Swim Meets

Water Polo Tournaments

Synchronized Swim Competitions

Swim Team Practices (6-9pm M-F and 6-10am Sat.)

Dive in Movie Theater

Synchronized Swim Practice (M-Th 2-9pm, Sat 8am-12:30pm)

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

Monday - Friday 5:00 pm - 7:30 pm and Saturday 10:00am - 2:00 p.m.

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

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

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

2 tournament dates 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)

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

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.

Monday - Friday 5:00 pm - 7:30 pm and Saturday 10:00am - 2:00 p.m.

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

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)

2 tournament dates 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)

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

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.

Spring

Monday - Friday 5:00 pm - 7:30 pm and Saturday 10:00am - 2:00 p.m.

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

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)

2 tournament dates 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)

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

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.

9a.m. - 7:30 p.m. Monday - Thursday

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

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

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

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

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

2 performance and or competition T.B.D. (12 hours of use)

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

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

EXHIBIT B



RIVERSIDE COMMUNITY COLLEGE

TO:

FACILITIES UTILIZATION OFFICE

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

REQUEST FOR USE OF COLLEGE FACILITIES

Please type or use ballpoint pen

IMC
Food Service
Custodial
Grounds
Maintenance
Safety and Police

FACILITY REQUESTED							
DATE(S) OF USE							
TIME(S) FACILITY MUST BE OPENED		TIME(S) FACILITY MUST BE CLOSED					
ACTUAL TIME OF EVENT		ACTUAL TIME EVENT ENDS					
DESCRIPTION OF ACTIVITY							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Will admission fees, contributions or membership dues be collected?</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%; text-align: center;">NO</td> <td style="width: 40%;">Anticipated Attendance</td> </tr> </table>				Will admission fees, contributions or membership dues be collected?	YES	NO	Anticipated Attendance
Will admission fees, contributions or membership dues be collected?	YES	NO	Anticipated Attendance				
Name of Organization: _____ Representative and Title/Adviser Name: _____ Number and Street Name: _____ City: _____ State: _____ Zip: _____ Phone: _____ Ext: _____		PLEASE NOTE: 1. <u>APPROVAL IS NOT GRANTED UNTIL SIGNED COPY IS RETURNED TO THE REQUESTER.</u> 2. <u>FEES DUE FOURTEEN DAYS PRIOR TO USE.</u> (Prices subject to change each year.) 3. <u>PLEASE notify Facilities Utilization Office IN WRITING as soon as possible in the event of cancellation.</u> 4. <u>Please submit this form at least 2 weeks prior to event.</u> Changes accepted until 7 days before event.					

EQUIPMENT REQUESTED (INCLUDE NUMBER OF ALL PERTINENT ITEMS; ATTACH FLOOR PLAN SKETCH)

☐ # of Chairs ☐ # of Tables ☐ Floor Lectern(s) ☐ Table Lectern(s)	☐ Projector () Overhead () Slide () 16mm ☐ Video Projector (for use with computer) ☐ Microphone(s) ☐ Screen	☐ Outdoor Power Source ☐ Blackboard ☐ Easel and Pad ☐ Field or ☐ Track Lined
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Special Arrangements or Additional Services Requested: _____

RCCD NON-SMOKING CAMPUSES

The below signed is subject to all the conditions and fees set forth by Board Policy 8005 governing the use of Riverside Community College facilities and to any special conditions stated below:

Signed _____

Date _____

Charges: Basic Estimated Fee \$ _____ Security _____ Custodial _____ Technicians _____ Other _____ TOTAL ESTIMATED FEE \$ _____	Office Use Only LOGGED _____ Revised _____ Canceled _____ Received Liability Insurance _____ Hold Harmless _____ Notes: _____
Approvals: Department _____ Signature _____ Date _____ Facilities _____ Signature _____ Date _____	

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

1. The *User* hereby 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.
2. The *User's* obligation to indemnify, defend and hold harmless as hereinabove provided shall continue notwithstanding 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 liable 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.
7. 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.