

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.9
(ID # 3765)

MEETING DATE:

Tuesday, April 18, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Master License and Operating Agreement between the County of Riverside and Standguard Aquatics, Inc., a Georgia Corporation, for the transfer and operations of The Cove Waterpark in Jurupa Valley, California and Dropzone Waterpark in Perris, California; Districts 2 and 5; [\$220,000] CEQA Exempt (Clerk to file Notice of Exemption);

RECOMMENDED MOTION: That the Board of Supervisors:

- 1.) Find that the discretionary action (execution of the agreement) is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301, existing Facilities and Section 15601 (b)(3) Common Sense Exemption;
- 2.) Authorize the Chairman of the Board of Supervisors to terminate the existing Agreements between the Regional Park and Open-Space District for the Aquatic Centers located in Jurupa Valley and Perris;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 3/31/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: April 18, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

- 3.) Authorize the Chairman of the Board of Supervisors to execute the Master License and Operating Agreement between the County of Riverside and Standguard Aquatics, Inc., a Georgia Corporation, for the operation and management of The Cove Waterpark located at 4310 Camino Real in Jurupa Valley, California identified as Assessor's Parcel Number 183-030-043 and Dropzone Waterpark located at 2165 Trumble Road in Perris, California identified as Assessor's Parcel Number 327-190-029;
- 4.) Authorize the allocation of funds to Standguard Aquatics in accordance with the Master License Agreement;
- 5.) Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute the Assignment and Assumption Agreement assuming all obligations under the Memorandum of Understanding and First Amendment for Joint Use of the Jurupa Valley Aquatic Center and administer all actions necessary to complete or memorialize this transaction;
- 6.) Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 110,000	\$ 110,000	\$ 220,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: EDA Lease Revenue			Budget Adjustment:	No
			For Fiscal Year:	
			2016/17 -2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 13, 2010, the Board of Supervisors approved Minute Order 13.1, the Lease Agreement between the Riverside County Redevelopment Agency (RDA) and the Regional Park and Open-Space District (Parks) for the Jurupa Valley Aquatic Center (also referred to as The Cove Waterpark). This action allowed Parks to lease and operate The Cove Waterpark located at 4310 Camino Real in Jurupa Valley and to provide aquatic activities and programming for the residents of this region of the County of Riverside (County). Pursuant to Resolution No. 2013-059 and approved by the Board of Supervisors by Minute Order 3-13, certain real property was conveyed from the Successor Agency (for the former Redevelopment Agency) to the County of Riverside. Pursuant to a recorded Grant Deed

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dated September 5, 2013, this Property was subsequently transferred to the County for public benefit purposes.

On December 3, 2013, the Board of Supervisors approved Minute Order 13.1, the Lease Agreement between Parks and the County for the Perris Valley Aquatic Center (also referred to as Dropzone Waterpark). This action allowed Parks to lease and operate the Dropzone Waterpark located at 2165 Trumble Road in Perris and to provide aquatic activities and programming for the residents of this region of the County. The County now wishes to terminate the above-mentioned agreements with Parks.

Parks submitted a proposal to revert responsibility, operations and programming of these aquatic centers back to the County and through the Economic Development Agency (EDA). In order to comply with the request, the Real Estate Division/EDA prepared and advertised a Request for Proposal (RFP) for operation and maintenance of the aquatic centers by private operators. After all interviews were conducted the selection committee made the decision to select Standguard Aquatics (Operator), as the Operator for The Cove and Dropzone Waterparks based on their professional experience and qualifications with similar aquatic facilities nationwide. Following the selection, County and Standguard Aquatics entered into a Temporary License Agreement as an interim contract, to allow for the negotiations of the attached Master License and Operating Agreement (Agreement).

Through this Agreement, the County now wishes to contract for operation and management of the Waterparks through the Operator and to include the provision of aquatic programs and activities for the overall benefit of the residents of the County. Operator will provide and pay for all operations, marketing, management, security, insurance and reoccurring and normal maintenance (excepting any capital renewal and maintenance repairs over \$10,000 per occurrence) of the aquatic facilities including the waterpark areas, competition pool and parking and landscaped areas.

The attached Agreement shall be for a term of approximately five years, commencing on the effective date that both parties have executed the Agreement. During the initial year of this Agreement, County shall make available a one-time allocation of funds (County One-Time Reimbursement Fund) in the amount of \$220,000 to the Operator which will offset

commencement and start-up of operations, management and marketing by the Operator. The Operator will draw from the reimbursement fund by providing actual receipts of operational expenses and requesting reimbursement of said costs in accordance with the Agreement. The Operator will also seek to generate revenue through ticket sales, concessions and use agreement for use of the pools and waterparks. The Operator will in turn pay the County ten percent of gross revenues as a percentage rent and in accordance with the Agreement. The County will in turn take five percent of those revenues paid to the

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County by the Operator and deposit those funds in a capital improvement and major repairs account to be used by the County for the waterparks capital improvements and major repairs.

Pursuant to the California Environmental Quality Act (CEQA), the transfer of the Property was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 Class 1-Existing Facilities and Section 15601 (b)(3) Common Sense Exemption. The proposed project is the transfer of operations and maintenance involving existing facilities and would not result in any significant direct or indirect impacts.

The Agreement has been reviewed and approved as to legal form by County Counsel.

Impact on Residents and Businesses

The impact of the transfer of the operational and management responsibilities of these aquatic centers to the Operator will improve efficiency of operations. These amenities will continue to serve the residents of the County and provide a positive economic impact for businesses that surround these waterparks. Operational efficiencies will benefit citizens, businesses and the community as a whole.

Attachments:

Site Map

Master License and Operating Agreement between the County of Riverside and Standguard Aquatics, Inc

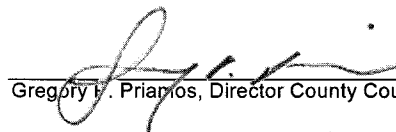
Notice of Exemption

RF:JVW:VC:VY:MT:tg 308FM/309FM 18.735 13523

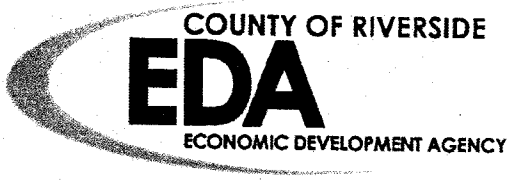
MinuteTrak# 3765


Rekini Dasika, Principal Management Analyst

4/10/2017


Gregory L. Priamos, Director County Counsel

4/3/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. 4/20/17 Date 100 Initial

NOTICE OF EXEMPTION

March 1, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) Transfer of Operation and Maintenance of County Waterparks, Jurupa Valley and Perris

Project Number: FM0417200319; FM0417200309

Project Location: Jurupa Valley Aquatic Center: 4310 Camino Real, south of Mission Boulevard, Jurupa Valley, California 92509; Assessor's Parcel Number (APN) 183-030-043; Perris-Menifee Valley Aquatic Center: 2195 Trumble Road, south of Vista Road, Perris, California 92571; APN 327-190-029 (See Attached Exhibit)

Description of Project: On June 13, 2010, the Board of Supervisors approved a Lease Agreement between the Riverside County Redevelopment Agency (RDA) and the Regional Park and Open-Space District (Parks) for the Jurupa Valley Aquatic Center, allowing Parks to lease the facility located at 4310 Camino Real in Jurupa Valley, commonly referred to as Jurupa Valley Aquatic Center, providing aquatic activities and programming for the residents of the Jurupa Valley area. Pursuant to Resolution No. 2013-059, certain real properties were conveyed from the Successor Agency to the County of Riverside. Pursuant to a recorded Grant Deed, and, on September 5, 2013, this Property was transferred to the County of Riverside. Parks continued to operate and manage the Jurupa Valley Aquatic Center pursuant to fully executed lease between Parks and the former RDA. On December 3, 2013, the Board of Supervisors approved the Lease Agreement between the Regional Park and Open-Space District and the County of Riverside (County), allowing Parks to lease the facility located at 2195 Trumble Road in Perris, commonly referred to as the Perris-Menifee Valley Aquatic Center, providing aquatic activities and programming for the residents of the region. Together these two facilities comprise the Waterparks for the County.

Parks has recently requested to revert responsibility, operations and programming of the Waterparks back to the County. Therefore, the County is seeking to terminate the above-mentioned agreements with Parks and find a replacement entity to operate and maintain the Waterparks. A Request for Proposal was issued for operation and maintenance of the aquatic centers, and, after extensive review of the proposals received and panel interviews conducted with all potential bidders, the County selected the firm Standguard Aquatics, Inc., based on their professional experience and qualifications with similar aquatic facilities nationwide. The County wishes to contract the maintenance and operation of the Waterparks to Standguard Aquatics, Inc., to operate, maintain and provide aquatic programs and activities for the overall benefit of the residents of Riverside County. The termination of the two existing agreements with Parks and the execution of the Master License and Operating Agreement with Standguard Aquatics, Inc. for the continued operation and maintenance of the County Waterparks is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Project is limited to a change in personnel retained for the operation and maintenance of existing facilities, would result in no further action or change in use and does not cause significant physical changes. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

4.18.17 3.9

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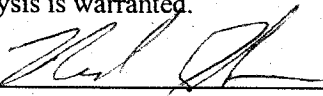
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor does the Project include unusual circumstances which could have the possibility of a significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the transfer of the operation and maintenance of the Waterparks.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the termination of two existing agreements to operate and maintain the two County Waterparks and the execution of a License and Operating Agreement to provide the continued operation and maintenance of the existing facilities. The change in management of the operation and maintenance of the Waterparks would not result in a change in use, an increase in intensity of use or exceed the planned capacity of the sites. The continued operation and maintenance would not result in any expansion of public services and facilities. Therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed termination of the existing agreements with Parks and a replacement License and Operating Agreement with Standguard Aquatics, Inc. will not result in any direct or indirect physical environmental impacts. The transfer of operation and maintenance will result in no changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts to the existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

3/1/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

MASTER LICENSE AND OPERATING AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE AND STANDGUARD AQUATICS, INC,
FOR THE COVE WATERPARK, JURUPA VALLEY, CALIFORNIA AND
DROPZONE WATERPARK, PERRIS, CALIFORNIA

This Master License and Operating Agreement ("Agreement") is made and entered into on this 18th day of April, 2017 ("Effective Date"), by and between the County of Riverside, a political subdivision of the State of California ("County"), and Standguard Aquatics, Inc., a Georgia Corporation ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside is owner of record for certain waterpark facilities located at 4310 Camino Real, Jurupa Valley, California, commonly known as the Cove Waterpark, and at 2165 Trumble Road, Perris, California, commonly known as the Dropzone Waterpark, of Riverside County, California as shown in Exhibit "A" and "B" ("Properties"), attached and incorporated herein by reference;

WHEREAS, the County has the capability and authority to operate, maintain and provide programs for the Cove Waterpark and Dropzone Waterpark (collectively, the "Waterparks") whether directly or through a contract with a qualified Operator and where such programs and services are in the vital and best interest of the residents of Riverside County and the areas and community surrounding these Waterparks;

WHEREAS, the County wishes to contract the maintenance and operation of the Waterparks to an experienced company. Accordingly, the County and Operator desire to enter into a Master License and Operating Agreement ("Agreement") to provide for maintenance and operations with respect to the Waterparks by which Operator shall maintain and operate the Waterparks for the overall benefit of the community and its residents of the County of Riverside;

WHEREAS, the Operator has the personnel and experience to operate and administer the Properties and is willing to enter into a License and Operating Agreement with the County

for the provision of such services, subject to the terms and conditions set forth herein;

WHEREAS, this Agreement is not intended to provide the Operator with exclusive possession or rights to the Properties. The County, as owner, shall have the right at all times during normal business hours (except in the case of an emergency) to enter the Properties as necessary to administer and inspect the operations of the Waterparks throughout the term of this Agreement;

NOW THEREFORE, for good and valuable consideration, the Parties do hereby mutually agree as follows:

1. OPERATING COVENANT: The County hereby contracts with Operator to operate and maintain the Waterparks in clean, safe and good condition. The Waterparks are to be operated as paid recreational and competitive use facilities with food and beverage and other concessions as provided by the Operator. Operator covenants and agrees to maintain and operate the Waterparks solely for the purposes described within this Agreement and pursuant to the terms of this Agreement.

2. EFFECTIVE DATE. The Effective Date of this Agreement is the date first provided above. In the event that such date is omitted, then the Effective Date shall be the last date the Agreement is signed by a party.

a. The Parties agree that upon the Effective Date of this Agreement, the Interim License and Operating Agreement dated March 1, 2017 shall terminate.

3. DESCRIPTION OF THE COVE WATERPARK: The Cove Waterpark consists of two distinct areas, a competition pool and a waterpark area. Included in the competition pool area is a 25 yard by 35 meter pool with up to 14 swim lanes, 2 diving boards, built in stadium seating and shade structures. The competition pool is utilized by Patriot High School adjacent to the facility, in addition to other high school teams and club teams. This area also includes starting blocks, a digital marquee scoreboard, pace clocks, Musco lighting for night competitions, and an audio system with wireless capabilities. The waterpark area includes the "Crows Nest" water slides, "Lil Mates Lagoon," a children's play structure with small water slides, tipping bucket and spray features, the "Ne'er Ending' River" continuous river, a small

recreational pool, and the "Riptide Reef" FlowRider surf machine. The facility also includes an approximate 11,000 square foot building which consists of a main lobby and offices, multi-purpose room, retail store, restroom, team and community locker rooms and a full service concession stand, landscaping and parking lot, all located on Assessor's Parcel Number 183-030-043, as depicted on Exhibit "A," attached hereto and by this reference incorporated herein.

4. DESCRIPTION OF THE DROPZONE WATERPARK: The Dropzone Waterpark consists of two distinct areas, a competition pool and a waterpark area. Included in the competition pool area is a 25 yard by 50 meter competition pool with up to 19 short course or 9 long course swim lanes, two diving boards, restrooms with showers and lockers, a small pool office, stadium style seating for spectators, shade and a ticket kiosk. In addition, there are starting blocks, a digital marquee scoreboard, pace clocks, Musco lighting for night competitions and an audio system with wireless capabilities. The waterpark includes the "Hydroplane" Flowrider, "Jet Stream" continuous river, "Terminal Velocity" and "Mat Racer" water slides, "Lil Jumper's Landing" children's play structure with small water slides, tipping bucket and spray features, "Launch Pad Geysers" spray features, "Meridian" Spring pool, and "Jumper's Sandbox" volleyball courts which are plumbed for the addition of a future waterslide. The facility also includes an approximate 13,335 square foot building consisting of office space, multi-purpose room, retail store, restroom, team and community locker rooms, pool equipment/storage room, full service concession stand, landscaping and parking lot, all located on Assessor's Parcel Number 327-190-029 as depicted on Exhibit "B," attached hereto and by this reference incorporated herein.

5. TERM: The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date as set forth in Section 1. The Agreement shall terminate at the expiration of the term period unless terminated earlier pursuant to Section 24.

6. EXTENSION: Upon mutual agreement, the Parties may extend the term by one five-year extension that must be in writing and shall be incorporated by amendment to the Agreement.

7. USE: Operator shall provide and pay for the operation, marketing,

management, security and maintenance of the Waterparks including the waterpark areas, competition pools, programming and activities. Licensee represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately provide these services at the Waterparks. Operator further represents and warrants that it, or its contractors, has all licenses, permits, qualifications and approvals of whatever nature legally required to provide its professional services at the Waterparks.

8. OPERATOR OBLIGATIONS:

(a) Operations. Subject to the terms of this Agreement, Operator shall have the responsibility to 1) hire, train and supervise all employees, 2) supervise and direct advertising, sales and business promotion and marketing 3) establish accounting and payroll procedures and reporting functions. The County shall cooperate with the Operator to permit and assist Operator to carry out its duties whenever necessary. Without in any way limiting Operator's right and responsibility to operate the Premises in accordance with the terms of this Agreement, Operator shall perform the following operations and maintenance services, or cause the same to be performed for the Waterparks, more particularly described in Exhibit "C" ("Scope of Operator Obligations"), including Repairs/Maintenance/Operations, attached hereto and by this reference incorporated herein.

(b) Personnel. Except for employees of vendors or contractors, all employees working at the Waterparks shall be full or part time employees of Operator or an Affiliate. The number of employees working at the Waterparks and the compensation (salaries or wages, benefits and commissions) paid to them, shall be reasonably established by Operator, but minimal staffing levels shall be comparable to the industry standard for waterparks. Operator shall recruit, hire, train, discharge, promote and manage the Staff of the Waterparks and supervise through the recruiting, hiring, training, discharge, promotion and work of all other full or part-time employees. The compensation (including benefits) of the Staff and all other Waterparks employees shall be at Operator's Expense. Operator shall endeavor to recruit and hire residents of Riverside County whenever possible.

(c) Protection and Restoration of the Properties. Subject to County's

Capital Maintenance and Improvement obligations hereunder, Operator shall keep and maintain all portions of the Properties and Waterparks in good condition and at Operators expense. Reasonable wear and tear is acceptable and Operator shall not cause waste or damage to the improvements and natural resources thereon by its employees, contractors or agents. Operator shall strictly adhere to the following restrictions: .

1) Operator may not place or dump garbage, trash or refuse anywhere upon or within the Properties, except for self-contained trash receptacles that are maintained to County's satisfaction by Operator; and

2) Operator may not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Properties; and

3) Operator must exercise reasonable due diligence in the protection of the Waterparks in the security and protection of the Waterparks against damage or destruction, vandalism or other security related causes. Operator will provide at its own expense security to insure that the Waterparks and its patrons are reasonably secure, safe and protected at all times. Security for special events shall be provided and enhanced as necessary by the Operator to ensure reasonable safety at all times at the Waterparks.

4) Upon the termination or revocation of this Agreement, but prior to its relinquishment to County, Operator shall, at its own cost and expense, remove any debris generated by its use and the Waterparks shall be left and returned in a clean and neat condition. Operator agrees not to damage Waterparks in the process of performing the permitted use and activities.

9. CONTRACTING WITH THIRD PARTIES: Operator, in its own discretion, may enter into agreements and contracts with qualified and responsible third parties for the purpose of providing any of the services or programs in connection with the uses permitted to be performed on the Properties as described in Section 6 or for the purpose of operation, custodial, maintenance or security services, subject to prior written approval by County in the event that any third parties may need to occupy the Properties. All such agreements and

contracts shall contain provisions necessary to protect the County, its officers, employees, successors, and assigns from any liability arising out of the provision of services or programs, operation, maintenance or replacement of any improvements and facilities at the Waterparks and as a result of such third parties, including the obligation to indemnify the County, County of Riverside, its officers, employees, successors, and assigns and carry the necessary insurance.

9.1 Operator may enter into permits, contracts, sub-licenses or other agreements affecting or related to the Waterparks, but in no event shall the term of the any such agreement extend beyond the term of this Agreement and any extensions thereof.

10. UTILITIES: During the term of this Agreement. Operator agrees to pay, or cause to be paid for any and all utilities used upon the Waterparks including but not limited to electric, water, gas, sewer, phone, refuse collection, security and/or fire alarm monitoring or related fees, and all other services supplied to the Waterparks as depicted on Exhibit "D", attached hereto and by this reference incorporated herein.

11. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree and acknowledge that the County owns and installed furniture, fixtures and equipment for use by Operator and the ongoing operation of the Waterparks as described and set forth in Exhibit "E" ("Existing Furniture, Fixtures and Equipment Owned by County"), attached hereto and by this reference incorporated herein. Such equipment includes, but is not limited to kitchen equipment, appliances, cameras, computer equipment, tables and furniture etc. Operator shall, at its sole cost and expense, be responsible for any necessary maintenance, repair or replacement of the listed Equipment in Exhibit "E" with reasonable wear and tear expected.

12. COUNTY ONE-TIME REIMBURSEMENT FUND: County shall allocate and establish two (2) one-time reimbursement funds (collectively, the "Fund") in the amount of One Hundred Thousand Dollars (\$100,000) per Waterpark or a total of Two Hundred Thousand Dollars (\$200,000) to offset commencement and operations by the Operator at the Waterparks. The Fund will be available to reimburse actual operational costs incurred by the Operator for each Waterpark commencing and retroactive to March 1, 2017 and ending December 31, 2017. Operator shall utilize the Fund upon approval and commencement of this Agreement by

providing invoices and statements proving itemized actual expenses incurred separately for each Waterpark and requesting appropriate reimbursement of operational costs only. Such reimbursement by Operator shall be retroactive to expenses incurred commencing March 1, 2017 and during the Interim License and Operating Agreement dated March 1, 2017 by and between the County and the Operator for a transition period of the Waterparks. Reimbursement shall be for each Waterpark separately and such reimbursement shall only be made from the Fund covering the Waterpark for which that reimbursement is being sought. For example, if reimbursement is being requested for operating expenses of the Cove Waterpark, payment may only be made from the Cove Waterpark Fund. Payment may not be made from the Dropzone Waterpark Fund. Upon the depletion of all amounts from the applicable Fund, no further reimbursement shall be paid.

13. RENT: Operator shall pay County the Percentage Rent, without deduction, offset, prior notice, or demand, as follows:

(a) Commencing in the third calendar quarter of 2017 and continuing quarterly each and every year throughout the term of this Agreement, Operator shall pay the County for each Waterpark at the times and in the manner specified within this Agreement a Percentage Rent. Percentage Rent shall be calculated by multiplying Operators gross revenues from the Waterparks for the applicable quarterly period by a factor of 10 percent (10%). The Percentage Rent shall be paid quarterly, in arrears, within forty-five (45) days following the end of each calendar quarter. The Percentage Rent shall be calculated and paid separately for each waterpark. The County will then place five percent (5%) of such percentage rent received from the Operator into two separate and newly created capital improvement reserve accounts ("Reserve Accounts") which shall be used solely by the County for capital improvement and major repairs within each Waterpark. Use of this Reserve Account to improve and repair the Waterparks will be done in collaboration and coordination with the Operator.

14. RECORDS, REPORTS, AUDITS.

14.1 Sales Recording and Records. Operator shall record and report separately

for each Waterpark at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or registers, or a point of sale terminal or terminals, having a tape or internal memory that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger format. The Annual and Quarterly Gross Revenues Statements shall be furnished to the County as provided in Section 14.2 shall be prepared in accordance with generally accepted accounting principles. Operator shall keep:

(a) Full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied, including without limitation, a sales journal and all bank account statements showing deposits of Gross Revenues. Such records shall be kept and recorded separately each Waterpark;

(b) All cash register or point of sale terminal receipts with regards to the Gross Revenues, credits, refunds and other pertinent transactions made from or on the Waterparks separately for each Waterpark; and

(c) Detailed original records of any exclusions or deductions from Gross Revenues separately for each Waterpark.

14.2 Quarterly and Annual Gross Revenues Statements.

(a) Quarterly Gross Revenues Statements. Within forty-five (45) days following the end of each calendar quarter during the Term, commencing the first calendar quarter of the First Operating Year, Operator shall furnish to County with a quarterly gross revenues statement separately for each Waterpark certified as correct by Operator by an authorized manager or officer of Operator ("Quarterly Revenues Statement").

(b) Annual Gross Revenues Statements. Within sixty (60) days following the end of each Operating Year during the Term, including the last Operating Year of the Term, Operator shall furnish the County with an audited statement of Operator's annual gross revenues separately for each Waterpark on account of the previous Term Year, or any partial

Term Year, including any authorized deductions, certified as correct by Operator by an authorized manager or officer of Operator ("Annual Gross Revenues Statements").

(c) Each Quarterly Gross Revenues Statements and Annual Gross Revenues Statements shall set forth the total Gross Revenues for the preceding quarter or Term Year, as applicable, and shall show the method of computing the Percentage Rent due for such quarter, as applicable.

14.3 Audit and Examination Rights

(a) Audit Procedures. The County shall be entitled to question at any time and from time to time during the Term of this Agreement, the sufficiency or accuracy of any Quarterly Gross Revenues Statements and Annual Gross Revenues Statements. During the term of this Agreement, the County may cause an audit of the Operator's books and records by an independent accountant of the County's own selection or by the County's internal auditors and may, in connection with such audit, request that Operator (1) furnish the County with an Annual P&L Statement and (2) cause the books and records of Operators pertaining to the Waterparks to be made available for audit purposes as well. If any Annual Gross Revenues Statement for any operating year delivered by Operator to the County reports Gross Revenues that are found to be less than the amount of Operator's actual Gross Revenues, Operator shall immediately pay to the County earned but unpaid payments of Rent due to the County. If the audit reveals an understatement of Gross Revenues for such Operating Year by more than five percent (5%), Operator shall immediately pay to the County the cost of the audit. Otherwise, the cost of the audit shall be paid by the County. If, ten (10) days after written request therefore specifying Operator's failure to comply with the reporting obligations hereunder, Operator fails to provide to the County any Quarterly Gross Revenues Statements or Annual Gross Revenues Statements in the manner specified in this Agreement, the County shall have the right, in addition to any other rights or remedies it may have under this Agreement, to conduct an audit to enable the County independently to determine the Gross Revenues for each Waterpark. Operator shall reimburse the County for the cost of such audit on written demand by the County.

(b) Examination of Books. Recognizing that the County may require access to the books and records of Operator for reasons other than to question the sufficiency or accuracy of any Annual Gross Revenues Statement (which the County may do for a period of two years from delivery of the Annual Gross Revenues Statement as provided above), Operator shall, for a period of five (5) years following the delivery of each Annual Gross Revenues Statement, including the three year period following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required under this Section 13, and shall from time to time, upon request, make these records available to the County, the County's auditor, representative or agent for examination at any reasonable time on seven days advance written notice. The County shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all agreements. In addition, on request of the County or the County's representatives, Operator shall furnish copies of Operator's state and local sales and use tax returns.

(c) County Staff Inspections. County staff shall have the right from time to time, to visit and inspect the operations of the Waterparks to confirm compliance with this Agreement.

(d) Examination of Operator's Records. Operator shall make its books and records, as they relate to the Fees to be paid to the County hereunder, or operations at the Waterparks, available for inspection by the County or the County's representatives in accordance with the provisions of this Section 14. These books and records shall be made available to the County at the Waterparks.

14.4 GROSS REVENUES DEFINED: Gross Revenues shall be calculated as provided below.

(a) "Gross Revenues" means and includes all receipts and revenues received by Operator or any Affiliate relating to or derived from the Properties. Gross Revenues shall include the gross receipts, less sales taxes and other adjustments set forth below, received by the Operator or any Affiliate. Gross Revenues include, without limitation, the following items:

- commissions, fees, or profit shares received by the Operator (or any Affiliate) from revenues generated from sales by vendors or concessionaires at the Properties where the gross revenues from such sales are not received by or payable to Operator or any Affiliate, including, for example, vending machine commissions, ATM commissions, etcetera;
- revenues from the sale of gift certificates, when such revenues are received;
- all service fees or other consideration, if any, paid to Operator as compensation for Operator's sale or distribution of lottery tickets, hunting and fishing licenses or in connection with any other local, state or federal lottery or licensing program similar to the foregoing;
- all charges for services, alterations or repairs made at, in, on or from the Properties; and
- the proceeds of business interruption insurance, if applicable in the event Operator elects to secure such insurance, with respect to the Properties.

(b) Items Not Included in Gross Revenues: the following shall not be included in Gross Revenues (or shall be deducted from Gross Revenues, as the case may be):

- the amount of all sales tax receipts required to be accounted for by Operator and paid to any government or governmental agency, but not the amount of any excise tax (except a consumer excise tax) or other governmental obligation in the nature of a tax on the privilege of doing business;
- the amount of any sales initially included in Gross Revenues that are subsequently subject to refund or credit;
- the amount of any revenues received by any licensee, contractor or concessionaire (unless such licensee, contractor or concessionaire is an Affiliate) operating in or from the Properties in or from the Properties

which are not paid or required to be paid to Operator, provided that such revenues are not derived from the sale of food or beverages;

- the amount of any revenues received by non-Affiliate special, corporate or group business events or tournament promoters, impresarios, outside catering companies or similar third party independent contractors (including revenues derived from the sale of food or beverages by them) involved in the promotion or conduct of special, corporate or group business events or tournaments, which revenues are not paid or required to be paid to Operator;
- gratuities paid or given by customers to employees of Operator or food and beverage gratuity service charges billed to group business clients and paid by Operator to its employees;
- proceeds of insurance other than business interruption insurance applicable to the Properties. Any business interruption insurance proceeds applicable to the Properties received by Operator shall only be used by Operator to pay for other expenses;
- loan proceeds, if any. (No loans secured by the Properties or any portion thereof may be obtained by Operator without the approval of the County Manager);
- credits or refunds received from vendors or other third parties as a result of damage claims made by Operator with respect to defective goods or services previously purchased; and
- checks or other instruments returned for insufficient funds.

15. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

(a) Operator shall, at its sole cost and expense, maintain, or cause to be maintained, the building and building systems, outdoor recreational areas, the parking lot and landscaping in good, clean condition and use as outlined above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws,

environmental regulations and such rules and regulations hereunder as may be binding upon Operator with reasonable wear and tear excepted throughout their useful life. Operator will be responsible for all recurring and normal maintenance of the premises, while County shall be responsible for any Capital Renewal and Capital Improvement project costs. County responsibility for Capital Renewal and Capital Improvement costs shall include any single maintenance item or need which exceeds ten thousand dollars (\$10,000) per occurrence. County may use the Reserve Accounts as a basis for paying such maintenance needs and occurrences. Operator must provide written notice and submit proof of such maintenance costs exceeding the ten thousand dollar (\$10,000) threshold for County consent and approval of such costs. Any maintenance item which does not exceed ten thousand dollars (\$10,000) per occurrence shall be the sole responsibility of the Operator.

(b) Improvements by Operator. Any alterations, improvements, installation of fixtures or major repairs to be undertaken by Operator shall have the prior written approval of County after Operator has submitted plan/work plan for any such proposed alterations, improvements, fixtures and major repairs to County in writing. Such consent shall not be unreasonably withheld by County.

(c) Custodial Services. Operator shall keep the Properties in a clean and neat condition. Operator shall at its sole cost and expense, be responsible for all custodial service and supplies necessary for the Waterparks and the associated grounds.

(d) Aquatic Management. Operator shall be responsible for all aquatics management functions for the facilities, to include preparation of seasonal opening, water purity and chemical balance, winterization, maintain adequate records which reflect safety and maintenance inspections, chemical levels, incidents, in-service trainings and any other information necessary to properly manage the Waterparks during this Agreement period.

(e) Inspection. County and its representatives, employees, agents or independent contractors may enter and inspect the Properties or any improvements thereon at any time and from time to time to verify Operator's compliance with the terms and conditions of this Agreement and inspect the overall maintenance of the Waterparks.

16. TAXES AND ASSESSMENTS: During the term of this Agreement, Operator shall pay, or cause to be paid, any and all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Waterparks, improvements to the Waterparks, or personal property owned by Operator located on or in the Waterparks by reason of Operator's operation of the Properties. Operator acknowledges that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

17. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable ordinances, state, local and federal laws, rules and regulations as well as industry standards related to pool and aquatic program operations. Operator shall be responsible for all permits, licensing and insurance, in addition to compliance with applicable regulatory agencies. Operator further agrees to use the Properties in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 7 above, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

18. COUNTY ACTIVITIES: The County shall have the right to use the Waterparks for County sponsored activities. No more than two County Activities may be held during any calendar year. County Activities shall be scheduled in conjunction with the Operator at mutually agreeable times that do not restrict the Operator from scheduling revenue producing events. The County shall propose dates for County Activities to Operator at least three months in advance, unless otherwise mutually agreed between the parties. The Waterparks shall be made available to the County free of any facility rental or admission charge for County Activities.

The County shall reimburse Operator (at the then current hourly salary or wage) for the cost of all personnel (other than Senior Staff and food and beverage personnel) employed to service County Activities and other third party out of pocket expenses Operator incurs which are attributable to the County Activities. The County may, however, elect to use its

own employees or volunteers to staff County Activities rather than employees of Operator, provided that only employees of Operator may engage in food handling activities requiring a license or permit, at no cost to the County.

Participants wishing to purchase or consume food or beverages during or in connection with County Activities shall do so only at the concession facilities operated by Operator, which shall not charge more than its regular food and beverage prices then in effect. On a not to exceed twice a year basis, however, the County may sponsor a County Activity which includes the sale or giveaway of food (but not beverages) as part of the County Activity or which permits participants to bring in their own food. (If such once in six months County Activity is an event primarily for County supervisors or employees, such as a staff picnic, attendees may bring their own beverages). No for profit company or organization shall be entitled to use the Waterparks as part of a County Activity for the benefit of its own employees or customers.

The County or County-designated promoter of each County Activity shall, at the County's or such promoter's expense, accept liability for, and furnish Operator with a certificate of insurance naming Standguard Aquatics, Inc., as an additional insured with respect to claims or damages arising from the County Activity in an amount and on terms comparable to the insurance promoters must furnish Operator to organize use at the Waterparks. The County or any County-designated promoter shall also be required to assume responsibility to repair or restore the Waterparks to its previous condition in the event of damage.

19. ASSIGNMENT: Operator shall not assign the rights and obligations of this Agreement without the prior written consent of the County. Such consent shall be in the sole and absolute discretion of the County.

(a) Joint Use Agreement: The County entered into an Assignment and Assumption of the Memorandum of Understanding with the Jurupa Unified School District dated April ____, 2017 and as set forth in Exhibit "F" attached hereto and by this reference incorporated herein. County hereby assigns said Joint Use Agreement to Standguard Aquatics, Inc., during the term and any extension of this Agreement. Operator shall bear all

obligations under that Joint Use Agreement and be entitled to all benefits from that Joint Use Agreement upon the effective date of this Agreement.

20. INSURANCE: Without limiting or diminishing Operator's obligation to the indemnify or hold the County and County harmless, Operator shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

(a) **Workers' Compensation.** If the Operator has employees as defined by the State of California, the Operator shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County and County, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Operator's performance of its obligations hereunder. Policy shall name, the County, County, its directors, officers, employees, appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the occurrence limit.

(c) **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Operator shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the occurrence limit. Policy shall name the County, County, its directors, officers, employees,

appointed officials, agents or representatives as Additional Insured.

(d) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A: 8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Operator's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Operator's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Operator shall cause Operator's insurance carrier(s) to furnish the County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein

is in full force and effect. Operator shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the Operator's insurance shall be construed as primary insurance, and the County's or County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Operator has become inadequate.

6) Operator shall pass down the insurance obligations contained herein to all tiers of Operator's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County's Risk Manager.

8) Operator shall notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Licensee within ten (10) days of receipt of notice thereof.

21. INDEMNIFICATION: Operator shall indemnify and hold harmless the County, its directors, officers, employees, appointed or elected officials, agent or representatives from any liability whatsoever, to the extent based or asserted upon acts, omissions or any services of Operator, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to Property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of

Operator, its officers, agents, employees, agents or representatives from this Agreement. Operator shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County, its directors, officers, employees, appointed officials, agents or representatives in any claim or action to the extent based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by Operator. Operator shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without compromise in no manner whatsoever limits or circumscribes Operator indemnification to County as set forth herein.

(b) Operator's obligation hereunder shall be satisfied when Operator has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

(c) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Operator's obligation to indemnify and hold harmless the County herein from third party claims.

(d) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil code 2782. Such interpretation shall not relieve Operator from indemnifying the County to the fullest extent allowed by law.

22. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Center that could result in destruction of habitat or the contamination or pollution of said Center. Operator shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

23. HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations of the Waterparks and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. Operator shall immediately notify County in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against Operator alleging environmental damage. Operator shall indemnify and hold County harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by Operator or any person or entity under its control. County represents and warrants to Operator that, to the best of County's knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or Properties prior to the effective date of this Agreement. In the event that Operator discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or Properties prior to the effective date of this Agreement, then Operator shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and County shall indemnify, defend and hold harmless Operator from any and all liability of any type related thereto.

24. DEFAULT:

24.1 Operator's Default: The occurrence of any of the following shall constitute a default by the Operator:

- (a) Operator shall be deemed in default of this Agreement if Operator uses

the Properties for any purpose other than that authorized in the Agreement, fails to maintain the Properties or the improvements in the manner provided for in the Agreement, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Agreement, abandons the Properties, allows the Properties to be attached, levied upon, or seized under legal process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Properties, or commits or permits waste on the Properties.

(b) Operator shall cure any defaults within thirty (30) days of receipt of a written notice by the County to remedy any and all defaults. In the event that any default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion. In the event that Operator's fails to cure the noticed default, County shall have the right to terminate this Agreement and retake possession of the Properties together with all additions, alterations, and improvements thereto by providing Operator thirty (30) days' notice of its intent to terminate. County shall also retain all rights to seek any and all remedies at law or in equity available in the event Operator is in default. Upon the giving of notice of termination, all Operator's rights in the Properties and improvements shall terminate. Promptly after notice of termination, Operator shall surrender and vacate the Properties and all improvements in good and clean condition.

24.2 County's Default: The occurrence of any of the following shall constitute a default by the County:

(a) The County's failure to perform any covenant or provision under this Agreement, if the failure to perform is not cured within thirty (30) days after delivery by the Operator to the County of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, the County shall not be in default of this Agreement if the County commences to cure the failure to perform

within thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

25. TERMINATION:

(a) County's Right to Terminate.

1) If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County shall have the option, but shall not be obligated to make the repairs necessary to restore the Waterparks and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage occurred. However, County may determine in its sole discretion, that if it is not feasible to make the necessary repairs or restoration, County shall have the right to terminate this Agreement.

2) County may terminate this Agreement, in its sole and absolute discretion, without cause and for any reason by giving one hundred eighty (180) days written notice to Operator.

3) Upon such termination, Operator must surrender the County Properties including all County owned furniture, fixtures, equipment and improvements constructed within the Waterparks. The Waterparks are to be left in good and clean conditions and all improvements fixed to the properties shall become the property of County at no cost or expense to the County.

(b) Operator's Right to Terminate. Operator may terminate this Agreement, in its sole and absolute discretion, without cause and for any reason by giving one hundred eighty (180) days written notice to County. Upon such termination Operator must surrender the Properties and all County furniture, fixtures and equipment and including any and all improvements affixed thereon. Waterparks and all Property must be returned in good and clean condition.

26. NOTICES: All notices, requests, demands, waivers, consents and other communications herein provided to be given, or which may be given by either party to the

other, shall be deemed to have been fully given when made in writing and transmitted by electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail, postage prepaid and addressed as follows:

If to County: County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 92501
Attn: Robert Field
951-955-4820

If to Operator: Standguard Aquatics, Inc.
5665 Atlanta Highway
Suite 103-168
Alpharetta, Georgia 30004
Attn: Matt Satterly
844-651-1990

27. SEVERABILITY: Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

28. WAIVER: Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other party, shall not constitute a waiver of such Party's rights to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

29. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and construed in accordance with the laws of the State of California. The County and Operator

agree that the Agreement has been entered into in Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the State of California, in Riverside, California.

30. INTERPRETATION: The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against County solely because it prepared this Agreement in its executed form.

31. NONDISCRIMINATION: During the performance of this agreement, the recipient, contractor, and its subcontractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

32. AMENDMENT: This Agreement shall not be modified or amended without the written consent of both the Operator and the County. Said amendment shall be incorporated into a formal written amendment to the Agreement.

33. BINDING ON SUCCESSORS: The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the parties hereto.

34. AUTHORITY TO EXECUTE: The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to bind the respective Parties to this Agreement to the

performance of its obligations herein.

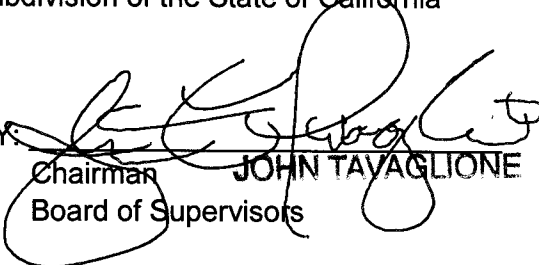
35. ENTIRE LICENSE: This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the Parties to this Agreement any rights or remedies under this Agreement.

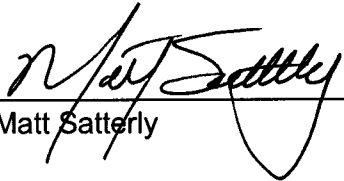
Signature Provisions on Following Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be as of the date written.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision of the State of California

LICENSEE & OPERATOR:
Standguard Aquatics, Inc.

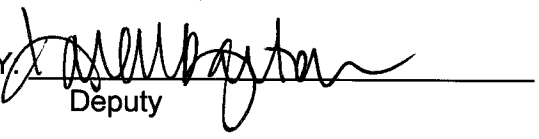
BY: 
Chairman **JOHN TAVAGLIONE**
Board of Supervisors

By: 
Matt Satterly

DATED: 4/18/17

DATED: 3/1/17

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board
BY: 
Deputy

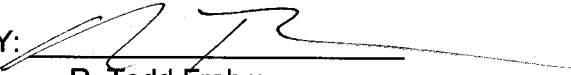
APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel
BY: 
R. Todd Frahm
Deputy County Counsel

Exhibit A
The Cove Waterpark

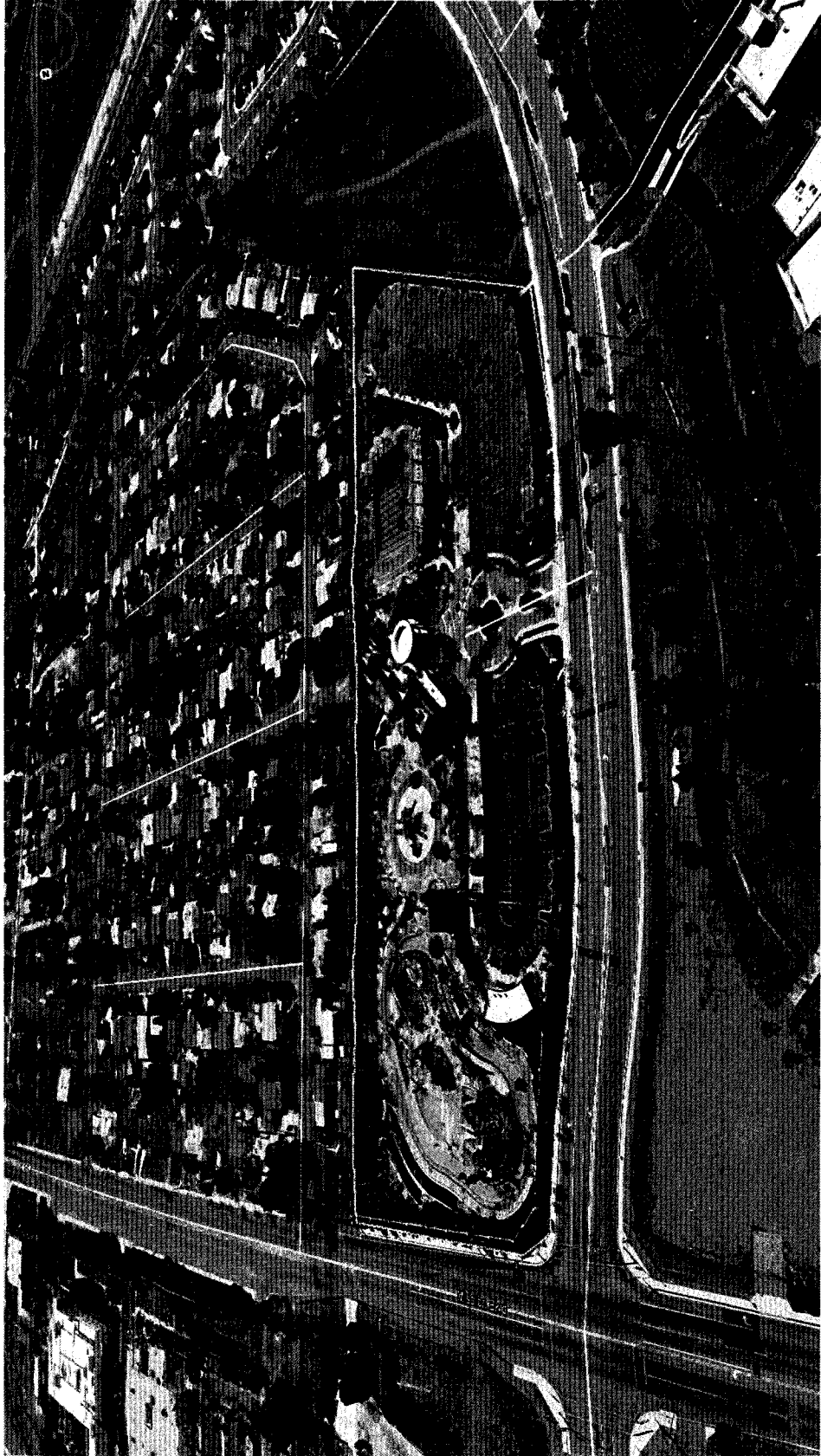


EXHIBIT "B"
DROPZONE WATERPARK SITE MAP

Exhibit B
Dropzone Waterpark



EXHIBIT "C"
SCOPE OF OPERATOR OBLIGATIONS INCLUDING
REPAIRS/MAINTENANCE/OPERATIONS

EXHIBIT "C"

Scope of Operator Obligations

- A. Operator shall maintain the pools, water areas and amenities, pool deck, storage areas, offices, restrooms, locker rooms and entrance areas in a clean, safe and inviting manner, parking and landscaping related thereto the waterparks, but not limited to air-conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows and structural parts, including the collection and disposal of trash and debris.
- B. Operator shall conduct all routine maintenance of the pools and associated mechanical systems in accordance with the manufacturer's recommendations. The Operator shall test safety equipment and water quality and vacuum the pool as necessary. The Operator shall provide routine maintenance and clean all pumps, drains, filtering devices, associated equipment, and backwash the filter system as required by the manufacturer.
- C. The Operator shall provide sufficient and appropriate staffing levels at all times of operation and management of the Facilities, ensuring all persons employed by the Operator and the Operator itself are licensed to do the work being performed in accordance with all federal, state and local laws and regulations.
- D. Operator shall determine operational dates and times for each season of the Waterparks and as acceptable by the County. Operator shall provide the daily schedule for cleaning, opening, and closing the pool and grounds.
- E. The competition pools shall remain open year-round for use by the community as per any existing or new agreements for use which are acceptable to the County.
- F. Operator will work with the County and any designated school district or club swim or water polo teams on special hours and needs, as required. Swim team and water polo practices, including home meets, will be coordinated with each respective school district or club/recreational team.
- G. Operator is to propose and provide a full program plan or supplemental programs for the community to include swimming lesson program for all ages offering a full summer season and early fall & early spring lesson program.
- H. Operator shall explain the steps to be taken as well as licenses to assure that only properly qualified and licensed persons perform services under the term of this contract.
- I. Operator shall be responsible for all aquatics management functions for the facilities, to include seasonal opening, water purity and chemical balance, end of season closing and winterization, including personnel management.
- J. Operator shall maintain a positive, controlled environment and provide for the enforcement of Facility rules and regulations.
- K. Operator shall keep and maintain adequate records, which reflect safety and maintenance inspections, chemical levels, incidents, in-service trainings and any other information necessary to properly manage the Facilities. These records are to be available for review by the County upon notification.

EXHIBIT "C"

Scope of Operator Obligations

- L. The repair or replacement and restoration of any damaged area by careless or accidental use of equipment or machinery. Operator will be responsible to repair or replace site amenities such as but not limited to, fences, signs and/or appurtenances, i.e., toilets, damaged or destroyed by careless labor or careless or accidental use of equipment or machinery in the performance of the contract, to the satisfaction of the County.
- M. Operator shall develop and implement an emergency management plan and demonstrate facility preparedness for all possible emergencies.
- N. Operator shall be responsible for meeting and maintaining all health and safety standards, regulations and conditions of the pool water as set forth by applicable Federal, State or local Health Codes relating to fire, health and safety for the operation of these types of Facilities.
- O. Operator shall pay for all costs for associated with utility services in connection with the operation of the Facilities.
- P. Operator shall provide a compliance plan for all vendors/subcontractors to ensure compliance with all applicable law. Such a plan will include a checklist of compliance items such as certification, licensure, and any other related compliance items. Operator shall work with all vendors/subcontractors to aid in compliance.
- Q. Operator shall make guest satisfaction a priority in providing services at the Facilities. It is the County's desire to ensure a safe and enjoyable experience for all guests. Operator shall train its employees to be customer service oriented and to positively and politely interact with guests when performing services. Operator's employees shall be clean, courteous, professional, efficient, and neat in appearance and committed to offering the highest quality of service to the public.
- R. Operator shall ensure that public safety is always considered and enhanced throughout its operations of the Waterparks. Operator will provide and manage the proper levels of security and security enhancements necessary to ensure safety at the Waterparks.
- S. Operator shall consider community outreach and engagement a key priority and shall reach out to surrounding communities and cities to engage them in program development.

Exhibit D

LOCATION	Service Address	Name	Vendor Contact Information
COVE	4310 Camino Real, Jurupa Valley, CA	AT&T CALNET 3	(916) 657-9150, CIOSTNDCCSU@state.ca.gov
COVE	4310 Camino Real, Jurupa Valley, CA	Burrtec Waste Industries Inc	1850 Agua Mansa Rd, Riverside, CA 92509 (951) 786-0639, rivmail@burrtec.com
COVE	4310 Camino Real, Jurupa Valley, CA	IE Alarm Systems	1175 Center St, Riverside, CA 92507 (951) 686-2029
COVE	4310 Camino Real, Jurupa Valley, CA	Jurupa Community Services District	11201 Harrel St, Jurupa Valley, CA 91752 (951) 685-7434
COVE	4310 Camino Real, Jurupa Valley, CA	Pyro Com Systems Inc	15531 Container Lane, Huntington Beach, CA 92649, (714) 902-8000
COVE	4310 Camino Real, Jurupa Valley, CA	Southern California Edison Company	1-800-655-4555
COVE	4310 Camino Real, Jurupa Valley, CA	The Gas Company	1-800-427-2000
DROPZONE	2165 Trumble Road Perris, CA 92570	CR&R Inc	1706 Goetz Rd, Perris, CA 92570 1-800-755-8112, (951) 943-1991
DROPZONE	2165 Trumble Road Perris, CA 92570	Eastern Municipal Water District	2270 Trumble Rd, Perris, CA 92570 (951) 928-3777
DROPZONE	2165 Trumble Road Perris, CA 92570	Frontier	1-866-954-2557
DROPZONE	2165 Trumble Road Perris, CA 92570	San Bernardino & Riverside Counties	
DROPZONE	2165 Trumble Road Perris, CA 92570	Southern California Edison Company	1-800-655-4555
DROPZONE	2165 Trumble Road Perris, CA 92570	The Gas Company	1-800-427-2000
DROPZONE	2165 Trumble Road Perris, CA 92570	Troy Alarm Inc C/O AFA Redemption Center	5981 Republic St, Riverside, CA 92504 (951) 352-7589, customerservice@troyalarm.com

EXHIBIT E
EXISTING FURNITURE, FIXTURES & EQUIPMENT

Exhibit "E"

Equipment, Furniture and Fixtures

Cove Waterpark

- Coordinator's Office: chairs, cisco telephone, desk, filing cabinets, mounted boards, Dell computer, HP printer
- Supervisor's Office: chairs, cisco telephone, Dell computer, HP printer
- Break Room: Whirl Pool washer and dryer, GE microwave, Toshiba copy machine, Ammana Refrigerator/Freezer, Cuisinart coffee maker, chairs and tables
- First Aid Room: Cisco phone, FA/Trainers bench, chairs
- Front Lobby: filing cabinets, chairs, display case, lounge customer chairs
- Closet #1 (hallway): back boards, head mobilizers, rescue tubes, CPR manikins, rescue dummy, mega phones, river tubes, flow rider boards, body boards, noodles, Colorado pace clocks
- Closet #2 (hallway): safe box, copy machine toner, Colorado timing computer, Colorado starting unit and cables
- Sales Office: cisco telephone, desk and chairs
- Competition Pool Area: picnic tables, water polo goals, pool cover reels/covers, kickboards, smoothie machine, flat top grill, stinger vacuum, tables and chairs
- Kitchen Equipment: large capacity mixer, Otis Spunk Meyer oven, drink dispenser, refrigerators, soda fountain with ice bin, toast master toaster, churro/pretzel/nacho warmer, natural gas floor fryer, dean food warmer, electrical food fryer, ice machine with reserve container, rationale oven, Dippen Dots freezers, natural gas flat top griddle with oven, natural gas 4 top burner, grill, tables, dish washer
- Kitchen Storage (deck): soft serve ice cream machine
- Waterpark Area: park tables, umbrella stands and frames, Maxi Sweep vacuum, lounge chairs, deck chairs, plastic table chairs, marble tables, plastic drink tables, barrel trash cans, lifejacket racks, Shepard's Crooks, tables
- Multipurpose Room: chairs, tables, TV's with mounting brackets, DVD/Blue Ray player, desks, filing cabinets
- Multipurpose Store Room: filing cabinets, shelving units
- Women's Locker Room: luxury cabana single and double chairs, luxury cabana tables, lifejackets, umbrella covers, inner tubes
- Janitor's Storage Closets: shelves, carts, mop buckets

Exhibit "E"

Equipment, Furniture and Fixtures

Dropzone Waterpark

- Multipurpose Room: wooden tables, chairs
- Conference Room: chairs, tables, Samsung TV, cisco telephone
- Break Room: LG washer and dryer, Kenmore refrigerator/freezer, Panasonic microwave, chairs and tables, stretcher, medic table with drawers
- Office 1: chairs, cisco telephones, Dell computer, HP printer
- Office 2: chairs, cisco telephones, POS system with drawer, keyboard, scanner, pin and receipts
- Kitchen: POS system with drawer, keyboard, scanner, pin and receipts, metal shelf racks, metal food prep table, Coca Cola bottle fridge/soda machine, Panasonic microwave, deep freezer, soft serve ice cream machine, coffee warmer, food warmer/chiller, nacho machine, cup dispenser, large ice crest, rolling food carts, trays, dishes, cutting boards, mixing bowls, water canister, deep fryer, freezer, stove, pizza cooker, individual fryer, churro warmer, folding freezer/fridge, dish washer, ice machine, cisco telephone, chairs, umbrellas, e-z ups
- Men's Restroom (waterpark): fill station, mats, umbrellas, guard umbrellas, life jackets, inner tubes
- Island: ez-up skeletons, life jacket holders
- Cabanna Area: black bases, white bases, tables, dining tables, chairs, lawn chairs, dip n'dots cart, ez-up
- Multipurpose Room: 42 inch TV, tables
- Competition Pool Area: tables, benches, chairs, kickboards, pool cover reels, pool covers, water polo goals, lifeguard stands, pool ladders, pace clock, storage bins, rescue tubes, dive boards, wave vacuum, maxi sweep vacuum, stinger vacuum, umbrellas, tables
- Electronic's Room: flat screen TV, projection screen, projector cart, Sony Blue Ray/DVD player

EXHIBIT F
JOINT USE AGREEMENTS
JURUPA UNIFIED SCHOOL DISTRICT

EXHIBIT "F"

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this ____ day of _____, 2017 ("Effective Date") by and between Jurupa Unified School District ("District") and the Riverside County Regional Park and Open-Space District ("Parks"), ("Assignor"), and County of Riverside, a political subdivision of the State of California, ("Assignee").

RECITALS

WHEREAS, the Assignor and District entered into that certain Memorandum of Understanding dated _____ ("Original MOU") and that certain First Amendment to Memorandum of Understanding dated _____ ("First Amendment") whereby the parties agreed to terms and conditions for the joint use and share in costs of the Jurupa Valley Aquatic Center, located at 4310 Camino Real, Jurupa Valley, California (hereinafter collectively the Original MOU and First Amendment are collectively referred to as the "MOU"); and

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor all of Assignor's rights, benefits, duties, responsibilities and obligations in the MOU;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, benefits, duties, responsibilities and obligations in and to the MOU to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, benefits, duties, responsibilities and obligations under the MOU attached as Exhibit "A" and shall be bound by all the terms and conditions thereof.
2. Effective Date. The Effective Date of this Agreement shall be the date upon which this Assignment is fully executed by Assignee and Assignor. In the event that this Assignment is not fully executed, then this Assignment and Assumption Agreement shall be null and void.
3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs this Agreement.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

7. Notices. Any notices should be made directly to the Assignee at the following address:

Economic Development Agency for the County of Riverside
3403 Tenth St., Suite 400
Riverside, CA 92501

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ASSIGNOR:
Riverside County Regional Park &
Open-Space District

ASSIGNEE:
County of Riverside, a political subdivision of the
State of California

By: _____
Scott Bangle
General Manager

By: _____
Robert Field
Assistant County Executive Officer

Dated: _____

Dated: _____

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties, responsibilities and obligations as set forth in the Memorandum of Understanding, and releases Assignor from all duties and obligations under the Memorandum of Understanding. District acknowledges Assignee replaces Parks as party to the MOU upon the Effective Date of this Assignment. District acknowledges Assignee has the capability and authority to operate, maintain and provide programs through a contract with a qualified operator.

Dated: _____

Jurupa Unified School District

By: _____
Elliot Duchon
Superintendent

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 9/3/17
R. TODD FRAHM DATE

EXHIBIT A

MEMORANDUM OF UNDERSTANDING FOR JOINT USE OF THE JURUPA VALLEY AQUATIC
CENTER DATED JULY 1, 2011

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR JOINT USE OF THE
JURUPA VALLEY AQUATIC CENTER DATED JUNE 28, 2016

3 **MEMORANDUM OF UNDERSTANDING**
4 **FOR JOINT USE OF THE JURUPA VALLEY AQUATIC CENTER**

5 This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of
6 July, 2011, by and between JURUPA UNIFIED SCHOOL DISTRICT ("District") and the
7 RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT ("Parks"), collectively referred to as
8 Parties.

9 WHEREAS, the District and the Redevelopment Agency for the County of Riverside
10 ("Agency") have entered into that certain Shared Use Agreement, dated January 5, 2009, ("Agreement"),
11 pursuant to which the Parties have set forth the terms and conditions and actions the parties agreed to
12 take in connection with the use of the Jurupa Valley Aquatic Center ("Center"), as more particularly
13 described in the Agreement; and

14 WHEREAS, the Agreement acknowledged that the Agency intends to convey the Center to
15 the County of Riverside ("County") upon completion of the Center with the intent to enter into a
16 maintenance and operation agreement with the Parks; and

17 WHEREAS, the Agreement required that the conveyance of the Center to the County would
18 be consistent with the Agreement and not interfere with the District's permitted use of the Center; and

19 WHEREAS, Agency, as owner of the Center, and Parks have entered into that certain Lease
20 Agreement ("Lease"), dated July 13, 2010, prior to Agency conveying the Center to the County and in lieu
21 of a maintenance and operation agreement, for the purpose of Parks to maintain and operate the Center
22 including the provision of swimming activities to the community; and

23 WHEREAS, the Lease acknowledged the Agreement; and

24 WHEREAS, on December 14, 2010, the First Amendment to the Lease was entered into
25 between Agency and Parks whereby Agency assigned Parks the right to enter into this MOU and the right
26 to receive funding for District's proportionate share of the Maintenance Costs of the Shared Space; and

27 WHEREAS, pursuant to and as defined in the Agreement, District shall provide an annual
28 Joint Use Schedule ("Schedule") for the shared use of the Center, and for the District and Agency, now its

1 assignee, Parks, to enter into an annual MOU with respect to the District's proportionate share of the
2 Maintenance Costs of the Shared Space; and

3 WHEREAS, the Schedule shall be provided to Parks no less than sixty (60) days prior to the
4 start of the schedule and notification of drastic changes to said Schedule by the District will be provided to
5 Parks no less than sixty (60) days prior to change; and

6 WHEREAS, while District is under no obligation to permit the use of its school parking lot
7 located across the street from the Center in the event there is a need for additional parking to support the
8 use of the Center, Parks desires that District's school parking lot be available to support such use;
9 however, the Parties have agreed to defer discussion of this issue and to enter into a separate agreement
10 at a later date; and

11 NOW, THEREFORE, for the mutual promises contained herein, the Parties hereto agree as
12 follows:

13 1. Term. This MOU shall become effective upon the date of its full execution by the Parties
14 hereto. If the Parties sign the MOU on more than one date, then the last date the MOU is signed by a
15 party shall be the effective date. The term of this MOU shall be for the District's school calendar year,
16 commencing on July 1, 2011, and ending on June 30, 2012, with specific use as defined by the Schedule.
17 Thereafter, this MOU will automatically renew, annually for the entire District school calendar year from
18 July 1 to June 30, with the submission and signed approval of the Schedule by all Parties for a term of 10
19 years.

20 2. Amendments to MOU. This MOU may be amended at any time with the written concurrence
21 of all Parties.

22 3. Extension of Term. This MOU may be extended at any time with the written consent of all
23 Parties. All extensions will be effectuated through written amendments to this MOU.

24 4. Termination. Parties may terminate participation in this MOU by providing thirty (30) days
25 prior written notice to the Parties. Termination of the MOU will take effect thirty (30) days following receipt
26 of the written notice of termination.

1 5. Maintenance Costs. The District's proportionate share of the Maintenance Costs of the use
2 of the Shared Space is not-to-exceed six-hundred thousand dollars (\$600,000) during the annual Term as
3 specified in Section 1 above.

4 6. Invoicing. Parks shall send monthly invoices to the District for the actual proportionate
5 share of Maintenance Costs associated with the District's use of the Shared Space pursuant to the
6 Agreement. The invoice shall separately list all actual costs for the preceding calendar month by line item
7 number, including each utility cost, utility and maintenance cost for the separately metered competition
8 pool, and wear and tear repair costs. Parks shall retain all records, receipts and documents which
9 evidence or relate to the charges invoiced to the District for a minimum of three (3) years. District shall
10 have the right to inspect all such records associated with the invoices submitted to District. Upon request
11 by District, the Parties shall meet to review and discuss to resolve any issues or questions that may arise
12 from the invoicing. Payment of undisputed charges shall be due and payable on or before the forty-fifth
13 calendar day after the date of mailing.

14 7. Joint Use Schedule. The Schedule attached hereto as Exhibit "A" is hereby approved and
15 shall remain in effect during the Term specified in Section 1, above, subject to changes by the Parties.
16 Nothing in this MOU prohibits the Parties from mutually agreeing, either orally or in writing by Parties'
17 designees, to make changes to the Joint Use Schedule from time to time to meet their needs. Such
18 changes or modifications shall not require an amendment to this MOU; provided, however, that the
19 District continues to only be liable for its proportionate share of the Maintenance Costs of the use of the
20 Shared Space.

21 8. Approval of Lease. The District consents to the Lease and the First Amendment to the
22 Lease between the Agency and Parks. By and through the assignment by Agency to Parks, the
23 Indemnification and Insurance provisions of the Agreement shall apply to the Parties as though Parks
24 was the original party to the Agreement.

25 9. Agency's Obligations. Notwithstanding of the assignment to Parks for the purposes
26 described above, Agency continues to be responsible for all obligations, duties and commitments under
27 the Agreement and this MOU, including indemnification and insurance requirements.
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10. Parks shall not be responsible for the safety of the students of the District by providing for all supervision, lifeguard responsibilities and the provision of trained crossing guards, including all related costs thereof, for the students of the District during the Term of this MOU.

11. Prior Agreement. Except as specifically referenced herein, all other provisions of the Agreement remain unmodified and in full force and effect.

12. Notice. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties and the Agency as set forth below:

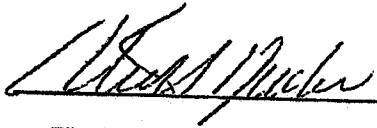
Jurupa Valley School District	Riverside County Regional Park & Open-Space District
Elliot Duchon, Superintendent	Scott Bangle, General Manager
48050 Pedley Road	4600 Crestmore Road
Jurupa Valley, CA 92509	Jurupa Valley, CA 92509
Redevelopment Agency for the County of Riverside	
Assistant Director	
3403 Tenth Street, Suite 500	
Riverside, CA 92501	

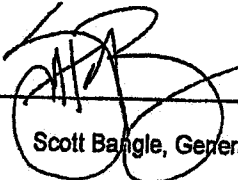
13. Execution. Pursuant to Lease, Parks is authorized to approve and execute this MOU on behalf of Agency.


IN WITNESS WHEREOF, this MOU is hereby mutually approved and executed by the Parties on the date first above written.

JURUPA UNIFIED SCHOOL DISTRICT

RIVERSIDE COUNTY
REGIONAL PARK & OPEN-SPACE DISTRICT

By: 
Elliott Duchon, Superintendent

By: 
Scott Bangle, General Manager

FOR APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 2/2/12

1 EXHIBIT A

2 JOINT USE SCHEDULE

3 Jurupa Unified School District

4 2011/2012 Patriot High School Swim Schedule for use of the Aquatic Center Competition Pool

5
6 **First Semester of 2011/2012 School Year**

7 August 15, 2011 - September 18, 2011

8 1:15-4:00pm Swim Team Practice

9 September 19, 2011 - October 27, 2011

10 7:15am-1:15pm Physical Education Classes

11 1:15-4:00pm Swim Team Practice

12 October 28, 2011 - December 9, 2011

13 1:15-4:00pm Swim Team Practice

14 **Second Semester of 2011/2012 School Year** (To be finalized no later than Mid-November, 2011)

15 January 10, 2012 - February 19, 2012

16 1:15-4:30pm Swim Team Practice

17 February 20, 2012 - April 10, 2012

18 Morning Practice Times/Schedule TBD

19 7:15am-1:15pm Physical Education Classes

20 1:15-4:00pm Swim Team Practice

21
22 * Once the schedule of meets for the 2011/2012 school year has been received from CIF, the District will
23 provide a copy to Parks as an attachment to this schedule.

24 ** Locker Rooms will only be used during meets and competitions by the visiting team. PHS students will
25 be required to check in and dress at the school's locker room facilities.

26 *** Patriot High School is scheduled to host the 2012 Spring Invitational Tournament on one Saturday
27 between March 1, 2012 and May 1, 2012. Once the specific date has been determined, the District will
28 notify Parks.

The Cove Schedule/Fall 2016

8/15-PHS/PE, AAA

8/16-RHS Water Polo practice

8/17-PHS/PE

8/18-RHS Water Polo practice

8/19-PHS/PE, AAA

8/22-PHS/PE, AAA, PHS Swim

8/23-PHS Swim, RHS Water Polo practice

8/24-PHS/PE, PHS Swim

8/25-PHS Swim, RHS Water Polo practice

8/26-PHS/PE, AAA, PHS Swim

8/29-PHS/PE, AAA, PHS Swim

8/30-PHS Swim, RHS Water Polo practice

8/31-PHS/PE, PHS Swim

9/1-PHS Swim, RHS Water Polo practice

9/2-PHS/PE, AAA, PHS Swim

9/6-PHS Swim, RHS Water Polo practice

9/7-PHS/PE, PHS Swim

9/8-PHS Swim, RHS Water Polo practice

9/9-PHS/PE, AAA, PHS Swim

9/12-PHS/PE, AAA, PHS Swim

9/13-RHS Water Polo match

9/14-PHS/PE, PHS Swim

9/15-PHS Swim, RHS Water Polo practice

9/16-PHS/PE, AAA, PHS Swim

9/19-PHS/PE, AAA, RHS Water Polo match

9/20-PHS Swim, RHS Water Polo practice

9/21-PHS/PE, PHS Swim

9/22-PHS Swim, RHS Water Polo practice

9/23-PHS/PE, AAA, PHS Swim

9/26-RHS Water Polo match

9/27-PHS Swim, RHS Water Polo practice

9/28-PHS Swim

9/29-PHS Swim, RHS Water Polo practice

9/30-PHS Swim

10/3-PHS Swim

10/4-PHS Swim, RHS Water Polo practice

10/5-PHS Swim

10/6-PHS Swim, RHS Water Polo practice

10/7-PHS Swim

10/10-RHS Water Polo match

10/12-RHS Water Polo match

10/13-PHS Swim, RHS Water Polo practice

10/14-PHS Swim

10/17-RHS Water Polo match

10/18-PHS Swim, RHS Water Polo practice

10/19-PHS Swim

10/20-PHS Swim, RHS Water Polo practice

10/21-PHS Swim

10/24-RHS Water Polo match

10/25-PHS Swim, RHS Water Polo practice

10/26-PHS Swim

10/27-PHS Swim, RHS Water Polo practice

10/28-PHS Swim

11/1-PHS Swim, RHS Water Polo practice

11/2-RHS Water Polo match

11/3-PHS Swim, RHS Water Polo practice

11/4-PHS Swim

11/7-PHS Swim

11/8-PHS Swim, RHS Water Polo practice

11/9-PHS Swim

11/10-PHS Swim, RHS Water Polo practice

11/11-PHS Swim

PHS/PE swim times are 7:30a-1p

AAA swim times are 12:15p-1p

PHS swim practice times are as follows:

1:20p-2:15p on the following dates (8/22-26, 8/30, 9/1, 9/6, 9/8, 9/15, 9/20, 9/22, 9/27, 9/29, 10/4, 10/6, 10/13, 10/18, 10/20, 10/25, 10/27, 11/1, 11/3, 11/8, 11/10)

2:45p-5p on the following dates (8/29, 8/31, 9/2, 9/7, 9/9, 9/12, 9/14, 9/16, 9/21, 9/23, 9/28, 9/30, 10/3, 10/5, 10/7, 10/14, 10/19, 10/21, 10/26, 10/28, 11/4, 11/7, 11/9, 11/11)

RHS Water Polo practice times are 3:15p-5:30p

RHS Water Polo match times are 3:30p-5:30p

Perris Unified High School District Schedule
Scheduled Use

Paloma Valley High School:

Monday-Friday: 4pm-6pm

Heritage High School:

Monday-Friday: 3:45pm-5:45pm

Yearly Fee Collected for Usage:

\$48,000 to 50,000 total for both high schools per year (that 48-50K includes both high schools).

- Both schools start using the pool once the school year starts (August).
- For summer months their water polo practice Monday – Thursday for 3 hours each day.

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR JOINT USE OF THE JURUPA VALLEY AQUATIC CENTER**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR JOINT USE OF THE JURUPA VALLEY AQUATIC CENTER ("1st Amendment"), dated as of June 28, 2016, is entered into by and between the Jurupa Unified School District ("District"), and the Riverside County Regional Park and Open-Space District ("Parks"), sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the District and the Redevelopment Agency for the County of Riverside ("Agency") have entered into that certain Shared Use Agreement, dated January 5, 2009, ("Agreement"), pursuant to which the Parties have set forth the terms and conditions and actions the parties agreed to take in connection with the use of the Jurupa Valley Aquatic Center ("Center"), as more particularly described in the Agreement; and

WHEREAS, the Agreement acknowledged that the Agency intends to convey the Center to the County of Riverside ("County") upon completion of the Center with the intent to enter into a maintenance and operation agreement with Parks; and

WHEREAS, the Agreement required that the conveyance of the Center to the County would be consistent with the Agreement and not interfere with the District's permitted use of the Center; and

WHEREAS, Agency, as owner of the Center, and Parks have entered into that certain Lease Agreement ("Lease"), dated July 13, 2010, which acknowledged the Agreement, prior to Agency conveying the Center to the County and in lieu of a maintenance and operation agreement, for the purpose of Parks to maintain and operate the Center including the provision of swimming activities to the community; and

WHEREAS, on December 14, 2010, the First Amendment to the Lease was entered into between Agency and Parks whereby Agency assigned Parks the right to enter into an MOU with District and the right to receive funding for District's proportionate share of the Maintenance Costs of the Shared Space; and

WHEREAS, the District and Parks have entered into that certain Memorandum of Understanding dated July 1, 2011, (the "Original MOU") pursuant to which the Parties have agreed to terms regarding the joint use and proportionate share of costs related to the competition pool at the Jurupa Valley Aquatic Center; and

WHEREAS, the Parties desire to amend the MOU to change terms, among other things, associated with allocation of maintenance costs, invoicing and scheduling;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **TERM.** Section 1 of the Original MOU is hereby amended by the following:

The MOU will automatically renew, annually, for the remaining years of the Original MOU through June 30, 2022.

2. **MAINTENANCE COSTS.** Section 5 of the Original MOU is hereby deleted in its entirety and replaced by the following:

5. **Maintenance Costs.** The District's annual proportionate share of expenses for the competition pool is shown in Exhibit "B". The District and Parks have agreed upon a total of \$179,750 for the District proportionate share of expenses for the 2015-16 fiscal year based on previously established budgets. The amount of the proportionate share of expenses shall be increased annually after 2016-17 fiscal year by the change in price and population factors for Riverside County as reported annually by the State of California's Department of Finance to cover rising costs of operation. District will make two payments annually to Parks to total the amount due. 50% on August 1st and 50% on February 1st. This maintenance cost will be all inclusive to the District. Parks will be responsible for all maintenance, care, capital improvements, and repairs to the facility. Parks will in good faith take all actions feasible to maintain the facility operational and open for use.

3. **INVOICING.** Section 6 of the Original MOU is hereby amended to change the section title heading and add the following after the first paragraph in the Original MOU:

6. **Invoicing and Additional Services.**

Parks can provide additional staff for the District use of the competition pool as needed and requested by the District. Additional staff requests made within 14 days of event cannot be guaranteed, but every effort will be made to fulfill request.

Rate for additional staff time will be \$20 per hour per staff member.

Functional Skills Classes: Parks will provide staff, programming, equipment, and use of smaller water park pool for functional skills classes as requested by the District provided qualified staff is available.

Fee for functional skills classes will be as follows:

Moderate Disabilities: Up to 1 hour pool time plus use of locker rooms before and after. Max 3 groups per session. Per Group of up to 5 Students = \$75

Sever Disabilities: Up to 20 Minutes pool time per student. Up to 3 students per session. Use of locker rooms before and after included. Per Session.= \$75

Lifeguards: 2 lifeguards will be provided for all Functional Skills Class sessions. Minimum charge of 2 hours per guard for each session at additional staff time rate.

Cost per session = \$80

Parks shall send monthly invoices to the District for all additional staff time and Functional Skills Classes provided during the period. Payment of charges shall be due on or before the forty-fifth calendar day after the date of mailing.

4. **JOINT USE SCHEDULE.** Section 7 of the Original MOU and Exhibit "A" of the Original MOU is hereby deleted in its entirety and replaced by the following:

7. Joint Use Schedule. District shall have first priority use of the competition pool during the school calendar year from 5am – 5:30pm. DISTRICT shall provide a monthly use schedule to Parks a minimum of 45 days prior to first day of each month.

Any changes to schedule requested within the 45 day notice period cannot be guaranteed but all efforts will be made by Parks to accommodate requests of District.

Nothing in this MOU prohibits the Parties from mutually agreeing, either orally or in writing by Parties' designees, to make changes to the Joint Use Schedule from time to time to meet their needs. Such changes or modifications shall not require an amendment to this MOU.

5. Section 10 of the Original MOU is hereby deleted in its entirety and replaced by the following.

10. Responsibilities.

10.1 District.

The District will at all times be responsible for the supervision of students while at the Cove Competition Pool located at the Center and during travel to and from JUSD school sites and will be responsible for any damaged caused by neglect or abuse of facility.

District maintains the option to provide Lifeguard personnel during scheduled use of the Cove Competition Pool and in such instance be responsible for the safety of all students and staff at the pool facility.

District shall indemnify and hold harmless Parks, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any actions of District, its officers, employees, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of District, its officers, employees, agents or representatives Indemnitors from this MOU.

10.2 Parks. Parks shall provide certified and trained lifeguards when requested in accordance with this MOU by the District. All Parks lifeguards have the following certifications:

- Lifeguarding which includes First Aid Issued by the American Red Cross (ARC)
- CPR for the Professional Rescuer (ARC) or the American Heart Association CPR equivalent. (annual certification required)
- California Administrative Code, Title 22, First Aid for Public Safety Personnel (within one year of hire)

Parks shall indemnify and hold harmless the Jurupa Unified School District, its respective directors, officers, Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any actions of Parks, its officers, employees, agents or representatives arising out of or in any way relating to Park's obligations under this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Parks, its officers, employees, agents or representatives Indemnitors from this MOU.

6. CAPITALIZED TERMS. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the MOU, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the MOU, as heretofore amended, and shall supplement the remaining provisions thereof.

7. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original MOU shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the MOU as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this 1st Amendment or the MOU shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the MOU and all such other provisions shall remain in full force and effect. The language in all parts of the MOU shall be construed according to its normal and usual meaning and not strictly for or against either of the Parties. Neither this Amendment, nor the Original MOU, nor any notice nor memorandum regarding the terms hereof, shall be recorded by either of the Parties.

8. EFFECTIVE DATE. This First Amendment to MOU shall not be binding or consummated until it has been approved and fully executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this 1st Amendment as of the date first written above.

JURUPA UNIFIED SCHOOL DISTRICT

By: _____

Elliott Duchon, Superintendent

RIVERSIDE COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT

By: _____

Scott Bangle, General Manager

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____

Synthia M. Gunzel
Deputy County Counsel



Exhibit B
Jurupa Aquatic Center - Competition Pool Shared Expenses

TOTAL COMPETITION POOL COSTS		PROPORTIONAL SHARE			
Expense Category	Total Annual Cost	JUSD SHARE	%	Average Previously Invoiced	CHANGE
Salaries & Benefits					
Management & Supervision	80,000	5,000	10%	30,325	(25,325)
Maintenance	86,000	43,000	60%	37,350	5,650
Attendants / Lifeguards	33,500	11,725	35%	20,950	(9,225)
Total Salaries & Benefits	169,500	59,725	35%	88,625	(28,900)
Operating Costs					
Chemicals	22,600	16,875	75%	11,125	5,750
Security, Trash, Phone, Misc	17,500	13,125	75%	26,000	(12,875)
Total Operating Costs	40,000	30,000	75%	37,125	(7,125)
Maintenance					
Parts, supplies, tools, water quality management, landscaping	13,500	10,125	75%	11,000	(875)
Utilities					
Water	25,000	18,750	75%	9,650	9,100
Gas	40,000	30,000	75%	18,000	11,000
Electricity	60,000	45,000	75%	11,200	33,800
Sewer	8,500	7,125	75%	3,150	3,975
Total Utilities	134,500	100,875	75%	43,000	57,875
TOTAL DIRECT COSTS	\$ 357,500	\$ 200,725	66%	179,750	20,975
Parks Administrative Overhead (15%) <i>Administrative support services - Finance, HR, IT, District Admin</i>	53,625	30,109	56%		30,109
Capital Replacement Allowance <i>Repair and replacement of facility equipment and structures according to estimated useful lives</i>	45,000	33,760	75%		33,760
GRAND TOTAL COSTS	\$ 456,125	\$ 264,584	68%	179,750	84,834

Annual Usage Allocation			
	TOTAL	JUSD	RIVCO
<i>School Year Usage</i>			
Daily Use Hours	14.0	12.5	1.5
Hours per Week	98	88	11
School Year Weeks	44	44	44
School Year Hours	4,312	3,850	462
<i>Summer Usage</i>			
Daily Use Hours	14.0	0.0	14.0
Hours per Week	98	0	98
Summer Weeks	8	8	8
Summer Hours	784	0	784
TOTAL HOURS	5,096	3,850	1,246
% Share	100%	75.5%	24.5%

Annual JUSD Proportionate Share	
Fiscal Year	JUSD SHARE
2015-2016	\$ 179,750
2016-2017	\$ 264,584



REGIONAL PARK AND OPEN-SPACE DISTRICT
Jurupa Aquatic Center - Competition Pool
Equipment Replacement Schedule & Costs

Qty	Description	Life Span	EXPENSE		Years	ANNUAL AMORTIZATION		Category
			All	Each		All	Each	
	Plumbing Repairs		3,000	-	1	3,000	-	
2	Backstroke pennant lines	2-3 yrs.	4,920	2,460	3	1,640	820	Deck Equipment
2	Commercial Pool Vacuum Cart, Eko3 Systems	5-8 yrs.	8,000	4,000	5	1,600	800	Safety, Maintenance
77	White LED light, Pentair 600112 IntelliBrite	5-8 yrs.	10,100	131	5	2,020	26	Underwater Lights
15	Competitor 25 yd. lane lines	3-5 yrs.	10,140	676	5	2,028	135	Deck Equipment
2	Competitor 25 yd. lane lines, waterpolo	3-5 yrs.	3,944	1,972	5	789	394	Deck Equipment
2	Competitor 25 yd. lane lines, waterpolo stationary	3-5 yrs.	1,352	676	5	270	135	Deck Equipment
30	Stainless Steel Lane line extension hooks	3-5 yrs.	1,320	44	5	264	9	Deck Equipment
2	Stainless Steel Lane line reel	5-8 yrs.	6,840	3,420	5	1,368	684	Deck Equipment
3	6' Movable Lifeguard chair	5-8 yrs.	19,350	6,450	5	3,870	1,290	Deck Equipment
6	Grab Rails, Paragon 30102	5-8 yrs.	5,712	952	5	1,142	190	Deck Equipment
3	Cross Braced Ladder, Paragon 42123	5-8 yrs.	5,298	1,766	5	1,060	353	Deck Equipment
17	Custom Hand Rails, 72"	5-8 yrs.	5,474	322	5	1,095	64	Deck Equipment
76	Stainless Steel Escutcheon plates	3-5 yrs.	3,648	48	5	730	10	Deck Equipment
3	16 feet diving board	5-7 yrs.	18,978	6,326	5	3,796	1,265	Deck Equipment
1	Odyssey Floating Waterpolo Goals	5-8 yrs.	7,388	7,388	5	1,478	1,478	Deck Equipment
8	Custom waterpolo goal tethers w/ reel kit	3-5 yrs.	3,648	456	5	730	91	Deck Equipment
2	Stationary waterpolo goals w/ nets	5-8 yrs.	18,372	9,186	5	3,674	1,837	Deck Equipment
3	Reducing strainer w/same as above, 10 x 8	5-8 yrs.	3,880	1,293	5	776	259	Circulation/ Filtration
2	Motor driven chlorine feed pump, w/ shelf bracket	3-5 yrs.	6,144	3,072	5	1,229	614	Circulation/ Filtration
	Heater Booster Pumps	7 years	3,000	-	7	429	-	
	Heat Exchanger	7 years	15,000	-	7	2,143	-	
	Filter Pressure Amp System	7 years	3,000	-	7	429	-	
	Chemical Metering Pumps	7 years	6,000	-	7	857	-	
	New Deck Plates and Installation	7 years	7,200	-	7	1,029	-	
4	Backstroke Stanchion Posts, Paragon 38106, 8'	8-10 yrs.	1,484	371	8	186	46	Deck Equipment
4	Recall Stanchion Posts, Paragon 38105	8-10 yrs.	948	237	8	119	30	Deck Equipment
4	Sliding collar w/ eyebolt for posts	8-10 yrs.	188	47	8	24	6	Deck Equipment
1	Thermal Pool Cover system w/ reels	5-8 yrs.	31,208	31,208	8	3,901	3,901	Deck Equipment
12	Starter Platforms, Paragon 24527 Tract Start	10 yrs.	19,000	1,583	10	1,900	158	Deck Equipment
1	Handicap Lift, Gallatin Extended	8-10 yrs.	4,860	4,860	10	486	486	Deck Equipment
2	1 Meter Dive Stand w/ double rails	20-25 yrs.	14,050	7,025	25	562	281	Deck Equipment
1	3 meter Dive Stand w/ double rails	20-25 yrs.	13,577	13,577	25	543	543	Deck Equipment
TOTAL			267,023	109,547		45,163	15,907	

33,872
 USD 75% Share