

**RECREATION GRANT FUNDING AGREEMENT
BETWEEN
INDIAN VALLEY COMMUNITY SERVICES DISTRICT
AND
INDIAN VALLEY RECREATION AND PARKS DISTRICT**

This Recreation Grant Funding Agreement (“Agreement”) is entered into by and between Indian Valley Community Services District (“CSD”) and Indian Valley Recreation and Parks District (“RPD”), collectively referred to as the “Districts”.

- A. **PURPOSE.** The purpose of this Agreement is to enable the delivery of high-quality recreation programs within the Indian Valley by leveraging the unique abilities and resources of each District.
- B. **TERM.** The term of this Agreement shall be from June 1, 2024 through September 30, 2025.
- C. **CSD RESPONSIBILITIES.** The CSD shall be responsible for:
 - 1. Employing qualified staff to ensure the execution of safe and high-quality recreation programs. No less than once per year, the RPD shall transmit to the CSD the expected number and types of recreation programs planned for the year. The Districts shall agree on the number and classifications of staff to be hired or retained for such programs.
 - 2. Hiring, firing, payroll, and benefit administration (as applicable) for recreation employees. Hiring and firing decisions will be made only after consultation with the RPD.
 - 3. Providing all required insurance for recreation employees, including workers compensation.
 - 4. Maintaining and insuring the Indian Valley Community Pool in Taylorsville.
- D. **RPD RESPONSIBILITIES.** The RPD shall be responsible for:
 - 1. Upon presentation of an invoice by the CSD, making a grant payment to the CSD to cover all costs of the recreation employees and the CSD’s administration of the recreation program including those certain maintenance costs required to keep the Indian Valley Community Pool in safe working condition. Unless otherwise mutually approved in writing, the RPD shall not pay the CSD an administrative rate higher than 10% of the total actual costs of the services it provides.

2. Working cooperatively with the CSD to provide all relevant information regarding planned recreation programs to ensure adequate planning and staffing activities can take place.

E. INDEMINIFICATION. The RPD agrees to indemnify, defend, and hold the CSD harmless and free and clear from and against any liability, debt, obligation, claim, judgement, action, cause of action or cost of expense, of any amount and nature whatsoever incurred by or imposed upon the CSD as a result of, related to, or in any way connected with the operation of recreation programs, provided, however, that this indemnity provision does not apply to any negligent or other wrongful act or conduct of the CSD, or employee, agent, or officer thereof. Annually, the RPD shall provide to the CSD each year a certificate of insurance naming the CSD as additional insured with a minimum coverage of \$1,000,000 general liability coverage.

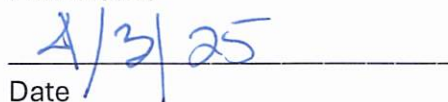
Indian Valley CSD



Board Chair



Print Name

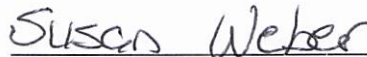


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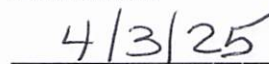
Indian Valley RPD



Board Chair



Print Name



Date