



MEMORANDUM OF UNDERSTANDING Indian Valley Community Services District

Providing services for our community health, well-being, and prosperity

INDIAN VALLEY COMMUNITY SERVICES DISTRICT
INDIAN VALLEY RECREATION AND PARK DISTRICT

JOINT POWERS AGREEMENT

FOR OPERATION, PROGRAMMING AND ADMINISTRATION OF THE INDIAN VALLEY
COMMUNITY POOL IN TAYLORSVILLE, INCLUDES LEASE AGREEMENT

Whereas, the agencies entering into this agreement are the Indian Valley Community Services District (herein after referred to as **IVCSD**), and the Indian Valley Recreation and Park District (herein after referred to as **IVRPD**) and their governing Boards find and determine that;

1. California Government Code Section 6500 et seq. (The joint exercise of powers act), authorizes California public agencies to enter an agreement to any power common to the contracting parties; and pursuant to section 65030, the purpose of this agreement is to establish by joint cooperation, financial and participation, a community pool and programming of said pool to be located in Taylorsville, CA.
2. The parties undertake this joint exercise of powers for the public purpose of providing recreation programming, management and administration for activities associated with Chuck Clay Park and the Indian Valley Community Pool (**Park**).
3. The term of this agreement will be from the date of signing to September, 2026.

Now, therefore, it is agreed upon by and between the parties as follows:

- a. IVCSD owns the physical property that includes the Indian Valley Community Pool and Chuck Clay Memorial Park (APN 120-072-004-000) and is responsible for all repairs and maintenance of the facilities during the non-pool months (Day After Labor Day – June 14) for the safe and efficient operations of the Park. IVCSD will pay for and make every reasonable attempt to complete all repairs and maintenance of the facilities and have the pool ready for operation prior to June 15 of each year. The General Manager will approve all expenditures for the Park.

Board of Directors

Wanda Carpenter | Dan Kearns | Roger Cherry | Andy Meyers | Susan Doran General
Manager, Jamie Little

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- b. IVRPD will take possession of the Park on the Monday prior to June 15 each year and operate until Labor Day. In no case will the pool operation be open more than 59 days during this time period.
- c. IVRPD is responsible for all programming, administration, repairs, and maintenance of all activities and facilities within the Park during their 59 days of operation. All electrical bills will be paid by IVRPD. Any expenses incurred by IVCSD during this time for work approved by IVRPD will be billed back to IVRPD.
- d. All actual costs associated with the pool programming and operations during the 59 days of operations including lifeguard wages, laborer wages, utilities, chemicals, liability insurance, supplies, repairs and maintenance, will be funded by donation and revenue from user fees and other programming, and will be paid by IVRPD. A list of repairs will be kept by IVRPD and presented to IVCSD at the end of the 53rd day of operation. IVCSD will inspect such repairs to insure workmanship prior to taking back possession of the park. Any repairs found not to be satisfactory will be repaired by IVRPD to the satisfaction of IVCSD at the expense of IVRPD. IVRPD will not be billed a sewer fee.
- e. Either party may terminate this agreement in writing with a ninety-day (90) notice. Amendments may be executed with written consent of both parties.
- f. IVRPD will send to IVCSD each year a certificate of insurance showing IVCSD as additionally insured with a minimum coverage of \$1,000,000 in general liability coverage.

INDEMNIFICATION

IVCSD and IVRPD shall hold harmless and indemnify the other agency for any costs or expenses attributable to any alleged injury or damage, or any claim or lawsuit arising out of circumstances related to the operations of the Indian Valley Community Pool, except as to negligent conduct by the other parties, jointly or severally. IVRPD will name IVCSD as an additional insurer on their insurance policy.

Indian Valley Community Services District

Indian Valley Recreation and Park District

Board Chair

Board Chair

Print Name

Print Name

Date

Date

