

**JOINT POWERS AGREEMENT FOR**  
**THE USE OF GOVERNMENTAL FACILITES**  
**AND EXERCISE OF GOVERNMENTAL POWERS**

**Riverside Swimming Pool**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made this \_\_\_\_ day of October, 2020 by and between the **CITY OF GRAND FORKS**, (hereinafter referred to as the "City") and the **GRAND FORKS PARK DISTRICT** (hereinafter referred to as the "Park District").

**RECITALS**

Whereas, the parties to this agreement have determined that an intergovernmental approach should be undertaken concerning the rehabilitation, repair, and operation of the Riverside Swimming Pool (the "Pool") located on Lot 3, Block 1, Riverside Park Resubdivision.

Whereas, the parties have agreed to utilize their resources in a joint and collective governmental response to provide recreational facilities and opportunities in the form of the Pool to the residents of and visitors to the City of Grand Forks.

Whereas, the Pool has been affected by the establishment and development of the flood protection system and the greenway. As a result of such establishment and development, the Pool is now located on the wet side of the flood protection system in Riverside Park. This placement presents circumstances for planning of redevelopment, rehabilitation, repair and operation of the Pool.

Whereas, this Agreement will permit the participating parties to jointly utilize staff, facilities, equipment, and resources.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

- 1. Ownership of Pool.** By way of that Warranty Deed dated March 4, 2014 and recorded with the Grand Forks County Recorder's Office on June 12, 2014 as Document No. 743461, the City is the owner of the Pool, located on Lot 3, Block 1, Riverside Park Resubdivision to the City of Grand Forks.
- 2. Management and Operation of Pool.** The Park District shall provide all management and operation of the Pool, including the provision of management services, operational services, maintenance services, staff and supplies.

**3. Budget, Costs of Operation, Utilities, Capital Maintenance and Promotions.**

- a. An annual budget shall be prepared by the City for approval by the Grand Forks Park District Commission and the Grand Forks City Council.
- b. The costs of operation, utilities, maintenance, marketing, and promotion shall initially be borne by the Park District subject to the provisions of this Agreement. Such costs shall be first paid out of anticipated sources of revenue identified by paragraph 4(a). In no event is the Park District obligated to make payment in excess of its maximum annual contribution of \$20,000.00.
- c. The Park District will manage and oversee all maintenance, including capital maintenance, for facilities at the Pool. For purposes of this Agreement capital maintenance shall include such improvements or projects which are identified as capital maintenance items in any agreed upon budget and shall be items of non-routine and/or non-recurring basis outside of operation or maintenance of the Pool. Work necessary to keep the pool operating as a result of vandalism, equipment failure or other unanticipated events or circumstances exceeding \$1,000.00 may be deemed capital maintenance upon agreement of both parties. The cost of capital maintenance shall be borne exclusively by the City. The costs of routine maintenance shall be borne as provided in this Agreement.

**4. Gifts and Donations: Order of Contribution and Payments.**

- a. It is the intent of the parties to this Agreement that the order of contribution of funds for the operation, utilities, maintenance, marketing, and promotion of the Pool shall be in the following order:
  - (1) Gifts, donations, grants and/or bequests;
  - (2) Park District and City of Grand Forks will split costs up to \$40,000 equally; and
  - (3) If necessary, the remaining balance shall be contributed by the City.

**5. Flood Cleanup and Flood Preparation.**

- a. All decisions and activities regarding flood preparation and flood cleanup for the Pool shall be made at the sole discretion of the City after consultation and coordination with the Park District.
- b. All costs of flood cleanup and/or flood preparation shall be borne by the City.

6. **Public Meetings.** The parties to this Agreement shall meet as requested by either party. The purpose of the meetings shall be to discuss operation, maintenance, marketing and promotion of the Pool and to receive comments from neighborhood residents, city residents, donors, pool users, and other interested persons regarding the operation, maintenance, marketing and promotion of the Pool.

7. **Assumption of Liabilities.** Each party hereto agrees to assume such liability as may be imposed under law for any and all claims of any nature, including all costs, expenses and attorney fees which may in any manner result from or arise out of this agreement or the services and facilities provided hereunder. However, nothing in this agreement shall be interpreted as a waiver of any exemptions, limitations, protections, defenses, and/or immunities provided by law.

8. **Insurance.**

- a. The Park District shall secure, and keep in force during the term of this agreement, insurance or equivalent coverage from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, in the following amounts:
  - i. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000.00 per occurrence.
  - ii. Workers compensation coverage meeting all statutory requirements.
  - iii. Business Personal property insurance for such Park District property located on or around the Pool.
  - iv. Any costs for additional insurance incurred by the Park District directly related to the operation of the Pool shall be paid from the sources identified in paragraph 4(a) and in the order set forth therein. It is the intent of the parties that the costs for any additional insurance shall also be governed by the maximum Park District contribution of \$20,000.00.
- b. The City shall secure, and keep in force during the term of this agreement, insurance or equivalent coverage from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, in the following amounts:
  - i. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if

applicable), with minimum liability limits of \$2,000,000.00 per occurrence.

- ii. Workers compensation coverage meeting all statutory requirements.
- iii. Property insurance insuring the full and true value of real property owned by the City and located on or around the Pool.

9. **Contact Information.** Each party shall designate an individual as the primary contact for the parties with respect to the subject matter of this Agreement. Each party shall be responsible to update any changes with respect to their contact person.

10. **Term.** This Agreement shall expire on December 31, 2025. This Agreement shall automatically be renewed annually unless notice is given by either party thirty (30) days before the expiration date. All terms and conditions of the Agreement as renewed shall be the same as those in this Agreement unless otherwise agreed to in writing by both parties.

11. **Amendments.** This Agreement may be amended in writing upon the joint approval of both parties.

12. **Employment Status.** All staff or employees shall continue to be employees of the respective agencies.

13. **Governmental Purposes.** Any and all services or activities performed or undertaken pursuant to this Agreement shall be deemed for public and governmental purposes only. It is the intention that all privileges, protections, defenses, immunity and damage limitations afforded to political subdivisions shall extend to the parties to this Agreement and to the services performed hereunder.


14. **No Limitations.** This Agreement shall not be construed, in any manner, to aggregate or limit the rights, defenses, immunities, exemptions, powers, duties or functions of any of the parties hereto.

15. **Authority for Agreement.** This Agreement is made under the authority and pursuant to Chapter 54-40 of the North Dakota Century Code relating to joint exercise of governmental authority.

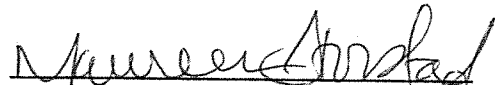
16. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of North Dakota.

17. **Amendment of Previous Agreement.** This Agreement supersedes all previous agreements between the City and Park District related to the Pool.


**CITY OF GRAND FORKS**, a North Dakota municipal corporation

  
\_\_\_\_\_  
Brandon Bochenski, Mayor

ATTEST:

  
\_\_\_\_\_  
Maureen Storstad, City Auditor

**GRAND FORKS PARK DISTRICT**

  
\_\_\_\_\_  
By: Bill Palmiscno  
Its: Director