

1972659 MASON CO WA

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MASON CO TRANSPORTATION AUTH #45159 Rec Fee: \$65.00 Pages: 4



**AFTER RECORDING RETURN TO:**  
Mason County Transportation Authority  
PO Box 1880  
Shelton, WA 98584

**COPY**

## MEMORANDUM OF UNDERSTANDING

### INTERLOCAL AGREEMENT (Chapter 39.34 RCW)

This is an Interlocal Agreement (Agreement), dated this 11th day of January 2011, by and between the Mason County, a Washington county, (County) and Mason County Transit Authority, a Washington municipal corporation, (MTA) and collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

#### RECITALS

WHEREAS: The County, by and through its Parks department owns and operates Hunter County Park located at 220 NE State Route 300, Belfair, Washington;

WHEREAS: MTA desires to use Hunter Park as a Park and Ride facility for its patrons to provide temporary parking of vehicles while patrons are utilizing MTA's transportation system; and

WHEREAS: The Parties desire to set forth their respective agreement for the use, maintenance and repair of Hunter Park

Now, therefore it is agreed between the County and MTA as follows:

1. **DESCRIPTION OF FACILITY:** The County hereby grants to MTA a revocable license to utilize and maintain certain premises commonly known as Hunter Park located at 220 NE State Route 300, Belfair, Washington consisting of approximately .15 acres as a Park and Ride facility for use in the operation MTA's transit system.
2. **TERM:** The term of this agreement shall be one (1) year commencing on the effective date shown below. Either PARTY may terminate this agreement in writing forty-five (45) written notice to the other party. The agreement shall renew automatically on an

annual basis unless terminated by the PARTIES.

**3. RESPONSIBILITIES OF THE COUNTY:** The County will provide and support all of the following:

- a. Provide MCT with orientation and training on the tasks to properly maintain the Hunter Park.
- b. Provide garbage cans on location to aid in the cleanliness and maintenance of the premises.
- c. Be available to answer any questions regarding the maintenance operations.
- d. Provide MTA with all needed paperwork for inspections and ongoing work.
- e. Provide staffing and/or expertise for repairs.

**4. RESPONSIBILITIES OF MTA:** MTA will provide and support all of the following:

- a. Conduct safety inspections as needed and report any problems to the County.
- b. Bag and dump garbage.
- c. Mow and irrigate the park as needed.
- d. Pay for the costs for water annually, estimated cost of \$500 - \$600.
- e. Provide labor to implement repairs as needed or notify County.
- f. Meet periodically with County staff to review the maintenance operations for effectiveness.
- g. Provide other regular maintenance as needed.
- h. Utilize and maintain the transit stop at the park.

**5. APPROVAL FOR IMPROVEMENTS:** MCT shall obtain prior written permission from the County before undertaking any maintenance task or improvements which could permanently alter the condition of the Park. MCT shall at all times comply with applicable provisions of the Revised Code of Washington, Washington Administrative Code, and all other relevant federal, state and local laws.

6. **Limitation on Liability and Hold Harmless:** Each Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. To the extent permitted by law, each Party shall indemnify and hold all other Parties harmless from any Liability arising from such act or negligence to the extent caused by the indemnifying Party's act or negligence. Any Party seeking indemnification (the "Indemnified Party") under this provision shall give reasonable notice to the Party from whom it seeks indemnification (the "Indemnifying Party") in writing of any such Liability, permit the Indemnifying Party to assume the defense and settlement of any such claim or threatened claim, and reasonably assist the Indemnifying Party, at the Indemnifying Party's cost and expense, in investigating and defending against the Liability. In the event of any claim against any Party by any employee of another Party, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party employing the claimant under workers compensation acts, disability benefit acts, or other employee benefit acts; and the Party employing the claimant hereby specifically and expressly waives the immunity of the Party employing the claimant under such acts, and agrees that the foregoing waiver was mutually negotiated by the Parties; provided, however, that this waiver of immunity by the provisions of this section extends only to claims against a Party by or on behalf of the employee of another Party under or pursuant to this Agreement, and does not include, or extend to, any claims by the employees of any Party directly against that Party. In the case of joint or concurrent Liability, each Party shall be responsible for its share of the Liability.
7. **ENFORCEMENT:** If the premises have not been maintained in a condition acceptable to the County, the County shall contact the MCT and make a request for the desired maintenance. The County has the option to terminate this agreement if MCT does not properly maintain the park.
8. **Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Washington.
9. **Amendments and Waiver:** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any prior or subsequent such occurrence.
10. **No Third-Party Beneficiaries:** This Agreement shall not confer any rights or remedies upon any Person other than the Parties, their affiliates, employees, directors and officers, commissioners and council members and their respective successors and permitted assigns.

11. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
12. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the approval of the other Party.
13. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
14. **TERMINATION:** This agreement may be terminated by either party upon the giving of forty-five (45) days written notice.
15. **EFFECTIVE DATE:** This agreement shall be in full force and effect upon approval by the County official signing below on behalf of the Mason County Board of Commissioners and the MTA official signing below on behalf of the Mason Transit Authority Board.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written;

Dated this 11<sup>th</sup> day of January, 2011

**MASON COUNTY**

*Teri Sheldon*  
*Synda King Eucha*

**MASON COUNTY TRANSPORTATION  
AUTHORITY**

*John Campbell*