

RESOLUTION NO. 2015-14

**A RESOLUTION BY THE MASON TRANSIT
AUTHORITY BOARD FOR AN INTERLOCAL AGREEMENT WITH THE CITY OF
SHELTON FOR THE PURPOSE OF FACILITY USE**

WHEREAS, Mason Transit Authority has the facility and the City of Shelton Parks and Recreation Department has the need for gymnasium and storage facility use;

WHEREAS, in consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW,

NOW THEREFORE BE IT RESOLVED, by the Mason Transit Authority Board that the Interlocal Agreement between Mason Transit Authority and the City of Shelton for facility and storage use, which is attached hereto, is approved.

Dated this 18th day of August, 2015.

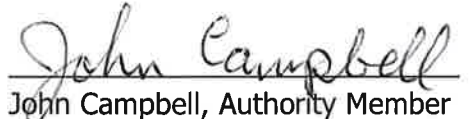


Mike Olsen, Chair

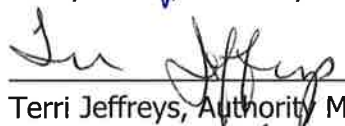
Deborah Petersen, Vice-Chair



Ginny Beech, Authority Member



John Campbell, Authority Member



Terri Jeffreys, Authority Member

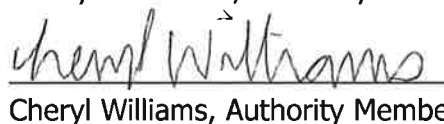
Rick Johnson, Authority Member



Randy Neatherlin, Authority Member



Tim Sheldon, Authority Member



Cheryl Williams, Authority Member

APPROVED AS TO CONTENT: 

Brad Patterson, General Manager

APPROVED AS TO FORM: 

Robert W. Johnson, Legal Counsel

ATTEST: 

Jeri A. Wood, Clerk of the Board

DATE: 8/18/15

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 2 – ***ACTION (signatures required)***
Subject: Resolution No. 2015-14 - Interlocal Agreement – City of Shelton
Parks & Recreation Use of Transit-Community Center
Prepared by: Kathy Geist, T-CC Manager
Approved by: Brad Patterson, General Manager
Date: August 18, 2015

Summary for Discussion Purposes:

The Parks and Recreation Department of the City of Shelton intends to use the gymnasium of the Transit-Community Center to conduct community recreational activities and storage area for program equipment. The City will provide the T-CC with a calendar of events for its scheduled activities and will remunerate Mason Transit Authority for its time used.

Fiscal Impact:

Estimated annual revenues of \$10,200

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2015-14 and the attached Interlocal Agreement with the City of Shelton Parks & Recreation Department for the use of the Transit-Community Center



INTER-LOCAL FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made this 13th day of January, 2015, by and between Mason Transit Authority (“MTA”) and the City of Shelton (“City”), on the following terms and conditions:

PREMISES

This Agreement concerns that certain real property consisting of approximately 5238 square feet of open gym space for community recreation programs and storage area for program equipment located at 601 W. Franklin Street in Shelton, Mason County, Washington.

USE OF PREMISES

The City may use the Premises for regularly-scheduled community recreational programs and to store equipment associated with those programs.

The City shall provide MTA with a copy of each recreation program schedule as soon as the schedule becomes available.

During its regularly-scheduled program times, the City shall be given priority for use of the Premises. The MTA shall not schedule other programs or events that conflict with City-sponsored community recreation programs without giving the City 30 days advance notice.

The City and MTA may mutually agree to allow the City use of the Premises for community recreation events not appearing on the regular schedule.

TERM

The City shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning February 1, 2015, and shall retain that right until such time either party discontinues the agreement; provided that the City’s commencement of use is subject to the MTA’s receipt of the required certificate of insurance in a form acceptable to MTA.

USE FEES

The City shall pay to the MTA an hourly rate of \$10.00 per hour of use of the Premises. Use fees shall be paid in monthly installments within 30 days of the use.

INSURANCE

Bodily Injury/Death: Combined Single Limit \$1,000,000 each occurrence.

Property Damage per Occurrence: \$500,000.

The City shall submit certificates evidencing compliance and at MTA's request shall provide MTA with the actual policies or copies thereof. The City shall furnish MTA with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

INDEMNIFICATION:

The City shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from the City's use of the MTA Premises, except for claims arising from the negligence or wrongful conduct of MTA employees, contractors, or agents, or from a condition of the Premises that is not under City control.

MTA shall defend, indemnify, and hold the City harmless from all claims for injury or damage arising from the negligence or wrongful conduct of MTA or its agents, contractors, or employees, or from a condition of the Premises that is not under City control.

The provisions of this section shall survive the expiration or termination of this Agreement.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

MAINTENANCE AND REPAIR:

MTA shall, at its sole expense, maintain the entire Premises including without limitation the roof surface and normal repairs and maintenance to all heating, ventilation, and air conditioning (HVAC) equipment at the Premises, in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises, the roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the HVAC system, which MTA shall maintain in good condition and repair at MTA's expense.

The City shall promptly repair any damage or injury done thereto caused by City during operation of its recreation programs.

MASON TRANSIT AUTHORITY

CITY OF SHELTON


Date: 1/23/15


Date: 1/13/15