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:

Jen 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 indemnnified 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

Date: 1/23/15

CITY OF SHELTON

Date: 1/3/15