

**RESOLUTION NO. 2015-15**

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

**WHEREAS**, Mason Transit Authority has the facility and the Shelton School District 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 Shelton School District for facility and storage use, which is attached hereto, is approved.

**Dated this 18<sup>th</sup> 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 3 – ***ACTION (signatures required)***  
**Subject:** Resolution No. 2015-15 - Interlocal Agreement – Shelton School District 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 Shelton School District (Choice) intends to use the gymnasium of the Transit-Community Center to conduct community recreational activities and storage area for program equipment. The School District 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 \$2,880.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2015-15 and the attached Interlocal Agreement with the Shelton School District (Choice) for the use of the Transit-Community Center.



## **INTER-LOCAL FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT is made this 22nd day of December, 2014, by and between Mason Transit Authority (“MTA”) and the Shelton School District (Choice) 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 shown on Exhibit “A” located at 601 W. Franklin Street in Shelton, Mason County, Washington.

### **USE OF PREMISES**

The Shelton School District (Choice) may use the Premises for regularly-scheduled community recreational programs and to store equipment associated with those programs.

A list of the Shelton School District (Choice)’s current regularly-scheduled community recreation programs are attached as Exhibit B to this Agreement. The Shelton School District (Choice) 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 Shelton School District (Choice) shall be given priority for use of the Premises. The MTA shall not schedule other programs or events that conflict with Shelton School District (Choice)-sponsored community recreation programs without giving the Shelton School District (Choice) 30 days advance notice.

The Shelton School District (Choice) and MTA may mutually agree to allow the Shelton School District (Choice) use of the Premises for community recreation events not appearing on the regular schedule.

### **TERM**

The Shelton School District (Choice) shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning March 1, 2015, and shall retain that right until such time either party discontinues the agreement; provided that the Shelton School District (Choice)’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 Shelton School District (Choice) 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 Shelton School District (Choice) shall submit certificates evidencing compliance and at MTA's request shall provide MTA with the actual policies or copies thereof. The Shelton School District (Choice) shall furnish MTA with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

**INDEMNIFICATION:**

The Shelton School District (Choice) shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from the Shelton School District (Choice)'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 Shelton School District (Choice) control.

MTA shall defend, indemnify, and hold the Shelton School District (Choice) 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 Shelton School District (Choice) 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 Shelton School District (Choice) shall promptly repair any damage or injury done thereto caused by Shelton School District (Choice) during operation of its recreation programs.

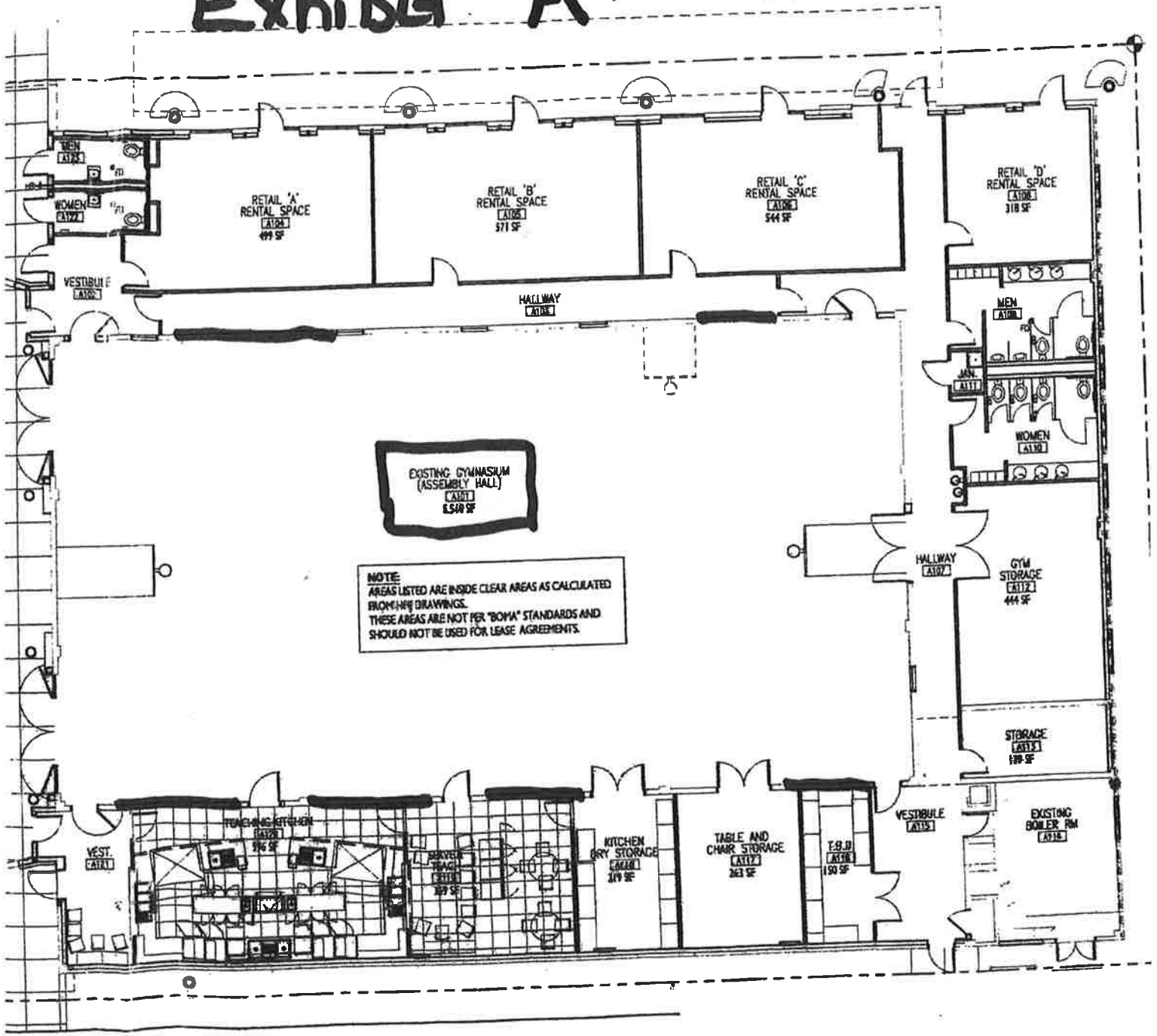
MASON TRANSIT AUTHORITY

SHELTON SCHOOL DISTRICT

  
Date: 2/9/15

  
Date: 2/4/15

# Exhibit 'A'



**NOTE:**  
 AREAS LISTED ARE INSIDE CLEAR AREAS AS CALCULATED FROM THE DRAWINGS. THESE AREAS ARE NOT PER "BOMA" STANDARDS AND SHOULD NOT BE USED FOR LEASE AGREEMENTS.

**A MAIN FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

ALLEY

**TRANSIT-COMMUNITY CENTER  
 MASON TRANSIT AUTHORITY**

901 FRANKLIN STREET  
 SHELTON, WA  
 PROJECT NUMBER: 12AA-612

Revisions	Phase



# Shelton School District 2014-2015 School Calendar

*Adopted  
March 11, 2014*

August 2014						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2015						
S	M	T	W	T	F	S
				H	N	3
4	5	6	7	8	ER	10
11	12	13	14	15	16	17
18	H	20	21	22	ER	24
25	26	27	T	29	30	31

June 2015						
S	M	T	W	T	F	S
	1	2	3	4	ER	6
7	8	9	10	11	12	13
14	15		17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September 2014						
S	M	T	W	T	F	S
	H	T		4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	ER	20
21	22	23	24	25	26	27
28	29	30				

February 2015						
S	M	T	W	T	F	S
1	2	3	4	5	ER	7
8	9	10	11	12	13	14
15	H	N	18	19	ER	21
22	23	24	25	26	27	28

- = First/Last Day for Students
- = Non-School Day
- = Holiday—No School
- = Early Release: 3 hours
- = Early Release: 1 1/2 hours for Professional Learning Time \*\*
- = Training Day for Staff—No School

October 2014						
S	M	T	W	T	F	S
			1	2	ER	4
5	6	7	8	9	10	11
12	13	14	15	16	T	18
19	20	21	22	23	ER	25
26	27	ER	ER	ER	ER	

March 2015						
S	M	T	W	T	F	S
1	2	3	4	5	T	7
8	9	10	11	12	ER	14
15	16	17	18	19	20	21
22	23	ER	ER	ER	ER	28
29	30	31				

- Aug. 26 New Teacher Day
- Sept. 1 Labor Day
- Sept. 2 Learning Improvement Day
- Sept. 3 First Day of School
- Sept. 19 1 1/2 hour early release \*\*
- Oct. 3 1 1/2 hour early release \*\*
- Oct. 17 No School—Staff Training Day
- Oct. 24 1 1/2 hour early release \*\*
- Oct. 28-31 3 hour early release for conferences
- Nov. 11 No School—Veteran's Day
- Nov. 14 1 1/2 hour early release \*\*
- Nov. 26 3 hour early release
- Nov. 27-28 No School—Thanksgiving Break
- Dec. 5 1 1/2 hour early release \*\*
- Dec. 19 3 hour early release
- Dec. 22-Jan. 2 No School—Winter Break
- Jan. 9 1 1/2 hour early release \*\*
- Jan. 19 No School—Martin Luther King Jr. Day
- Jan. 23 1 1/2 hour early release \*\*
- Jan. 27 End of 1st Semester
- Jan. 28 No School—Staff Training/Prep Day
- Feb. 6 1 1/2 hour early release \*\*
- Feb. 16-17 No School—Mid-Winter Break
- Feb. 20 1 1/2 hour early release \*\*
- Mar. 6 No School—Staff Training Day
- Mar. 13 1 1/2 hour early release \*\*
- Mar. 24-27 3 hour early release for conferences
- Apr. 6-10 No School—Spring Break
- Apr. 24 1 1/2 hour early release \*\*
- May 8 1 1/2 hour early release \*\*
- May 22 1 1/2 hour early release \*\*
- May 25 No School—Memorial Day
- June 5 1 1/2 hour early release \*\*
- June 16 Last Day of School
- June 17-19 Snow make-up days—if needed

November 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	H	12	13	ER	15
16	17	18	19	20	21	22
23	24	25	ER	H	N	29
30						

April 2015						
S	M	T	W	T	F	S
			1	2		4
5	N	N	N	N	N	11
12	13	14	15	16		18
19	20	21	22	23	ER	25
26	27	28	29	30		

December 2014						
S	M	T	W	T	F	S
	1	2	3	4	ER	6
7	8	9	10	11	12	13
14	15	16	17	18	ER	20
21	N	N	N	H	N	27
28	N	N	N			

May 2015						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	ER	9
10	11	12	13	14	15	16
17	18	19	20	21	ER	23
24	H	26	27	28	29	30
31						

55 total days this year Exhibit B