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 18th day of August, 2015.

Mike Olsen, Chair
Ginny Beech, Authority Member
Terri Jeffreys, Authority Member
Randy Neatherlin, Authority Member
Cheryl Williams, Authority Member
Deborah Petersen, Vice-Chair
John Campbell, Authority Member
Rick Johnson, Authority Member
Tim Sheldon, 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

[Signature]
[Signature]

Date: 2/9/15       Date: 2/4/15