

AGREEMENT BETWEEN THE
SHELTON METROPOLITAN PARK DISTRICT
AND THE
CITY OF SHELTON

THIS AGREEMENT made this 26th day of July, 2010, by and between the City of Shelton, an optional municipal code city and municipal corporation operating pursuant to Title 35A of the RCW and other statutes applicable thereto ("CITY") and the Shelton Metropolitan Park District, a municipal corporation acting pursuant to Chapter 35.61 RCW and other statutes applicable thereto ("DISTRICT") (collectively the "PARTIES").

1. INTENT. This Agreement is an exercise of the authority of the City and District to enter into an interlocal agreement pursuant to Chapter 39.34 RCW.
2. PURPOSE. The City and District desire to provide for the operation and funding of public parks and recreation within the City and the District.
3. TERM. This Agreement shall continue on an annual basis unless otherwise terminated by the City or the District as provided in paragraph 9.
4. AUTHORITY OF THE CITY. The City shall operate all parks and recreation programs within the City and the District. The City shall have the sole authority to determine the scope, variety, facilities, and programs for parks and recreation. The City shall have the authority to employ such employees or agents to carry out parks and recreation activities and to enter into contracts for all purposes it deems necessary for operation of parks and recreation.
5. CONSIDERATION.
 - a. Through December 31, 2010, the City of Shelton will continue to provide funding through the City's general fund for parks and recreation programs at no cost to the District.
 - b. Commencing January 1, 2011, in consideration of the City of Shelton's operation of parks and recreation programs, the District agrees to reimburse the City in an amount not to exceed the resources available in the annual parks and recreation budget approved by the District.

6. PROPERTY ASSETS. The City of Shelton shall hold title to all real property and personal property acquired by the City in furtherance of this Agreement. The District agrees that in the event of termination of this Agreement, all property acquired by the City during the terms of this Agreement shall be the property of the City of Shelton.
7. CITY AS DISTRICT AGENT. The District hereby appoints the City as its agent to apply for and accept grants of federal, state, private funds in order to accomplish the purposes of this Agreement. Provided that the City agrees to indemnify and hold the District harmless for the acts or omissions of the City with respect to all operations pursuant to this Agreement.
8. INDEMNIFICATION. District shall indemnify and hold the City and its respective officers, agents or employees, and each of them, harmless against liability costs and expense arising out of any and all claims or for loss or damage to property and for injuries to or deaths of any and all person or persons arising out of or resulting from the acts, errors or omissions of the City acting in accordance with this Agreement. The District agrees to give the City prompt notice of any claim made or suit instituted which in any way affects or might affect the City, and the City will have the right to compromise and defend same to the extent of its own interest.
9. TERMINATION. This Agreement may be terminated by either party giving at least 180-days written notice of termination.
10. NOTICE. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally or sent by certified mail, return receipt requested, to the addressees as follows:

CITY

Mayor, City of Shelton

525 West Cota St.

Shelton, WA 98584

DISTRICT

President

525 West Cota St

Shelton, WA 98584

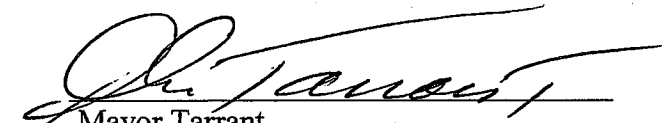
11. RATIFICATION AND FILING.

11.1 Ratification. Each of the participating parties will activate this Interlocal Agreement by passing an appropriate Resolution or Motion, which will incorporate by reference the provisions hereof.

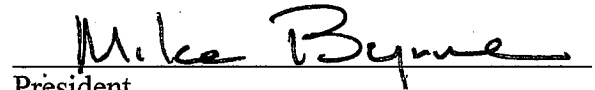
11.2 Filing. Upon the execution of this Interlocal Agreement by CITY and DISTRICT an original thereof shall be filed with the City Clerk for the City of Shelton, the Mason County Auditor, as required by the provisions of RCW 39.34.040 and DISTRICT.

CITY

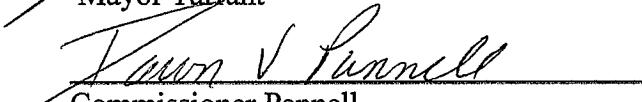
DISTRICT



Mayor Tarrant




President



Commissioner Pannell

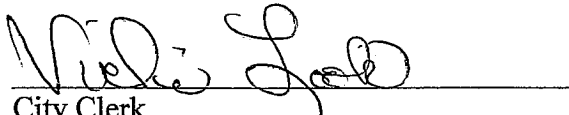


Clerk



Commissioner Byrne

ATTEST:



City Clerk