

MEMORANDUM OF UNDERSTANDING

Between City of Shelton, Shelton School District and Mason County Facilities, Parks & Trails Regarding Skatepark Operation

1.1 PARTIES

This agreement is entered into between the City of Shelton ("City"), Shelton School District ("District") and Mason County Parks & Trails ("County"). The above entities are collectively referred to as the PARTIES.

1.2 PURPOSE AND USE

The PARTIES agree that the purpose of this agreement is to facilitate a lease agreement and management responsibilities of the Shelton Skatepark, located at 110 Wallace Kneeland Blvd, Shelton, from County to the City. The lease agreement concerns the skateboard ramps, concrete pad, and fencing. The Shelton School District retains ownership of the land.

1.3 DESCRIPTION OF PROJECT

The PARTIES agree that the project objective is to form a partnership primarily between County and the City to operate the skatepark with the City as the lessee and the District as the lessor. Under the terms of this agreement, the PARTIES agree to the following:

- 1) The City will enter into a lease agreement with the District to operate the skatepark for a term of five (5) years.
- 2) The County will pledge up to but not exceeding \$5,000 annually to the City for operations and will also provide staff expertise needed for structural and ramp repairs.
- 3) During the five year lease period, the City and the County agree that they will partner to write grants and fundraise to either rebuild the skatepark at the present location or find a new location to build a new skatepark and decommission the existing skatepark. The City will assume complete operational responsibilities of a new or rebuilt facility.
- 4) The City and the County agree that if, by the end of the five year lease, funding has not been raised to either re-build or re-locate the skatepark, the City and the County will negotiate an extension to this agreement or jointly close and decommission the skatepark and return the grounds to a condition agreeable to the District, with costs of closure being shared 50/50 between the City and the County.

1.4 TERM

The term of this agreement shall commence immediately upon signatures of all PARTIES.

Effective date Mason County will transfer the skatepark ramps located at 110 Wallace Kneeland Boulevard, Shelton, WA 98584 to City of Shelton and will remove skatepark from the County's property and liability insurance.

Feb 24 2015.

Effective date the City of Shelton accepts full responsibility of skatepark located at 110 Wallace Kneeland Boulevard, Shelton, WA 98584 on the City's property and liability insurance.

Feb 24 2015

1.5 RESPONSIBILITIES OF THE COUNTY

The County will provide and support all of the following:

- Assist the City with transfer of skatepark to City management.
- Provide any agreed monetary and non-monetary support required during lease period.
- Mobilize community groups to help with fundraising, maintenance and clean up of the facility.
- Jointly write grants with the City to either construct a new skatepark or renovate the existing skatepark.
- Mobilize cleanup work parties for the skatepark when available.
- Transfer any spare parts or supplies for the skatepark to the City.
- Provide any technical advice and/or services as requested.

1.6 RESPONSIBILITIES OF the City

The City will provide and support all of the following:

- Assume management of the skatepark fixtures including ramps, concrete pad, and fencing.
- Enter into a lease agreement with the District for management and ownership of the skatepark.
- Assume primary maintenance and operations responsibilities for the skatepark.
- Coordinate with County for site cleanup.
- Request staff assistance from County for repairs as needed
- Jointly write grants with County to either construct a new skatepark or renovate the existing skatepark.
- Mobilize community groups to help with fundraising, maintenance and clean up of the facility.
- Request assistant from County for technical advice on the maintenance and operations of the skatepark as needed
- All persons on the said Leased Premises shall be at the risk of the City. The County shall not be liable to City for any damage to persons or property resulting from the carelessness, negligence or improper use occurring at the Premises. The City agrees

to defend and hold harmless the County from any claim, action and/or judgment for injury or damage to persons or property arising from use of the Premises.

1.7 RESPONSIBILITIES OF DISTRICT

District will provide and support the following:

- Support transfer of operations from MPTD to City
- Prepare a new ground lease for the City
- Provide direction on acceptable site conditions should the skatepark operation cease.

1.8 TERMINATION

Any Party may terminate its participation in this agreement with a minimum 180 days prior written notice to the other parties, and in accordance with the termination provisions of the Lease Agreement. Provided, however, that if the County's decision to terminate its participation in this Agreement results in closure of the skatepark or termination of the City's Lease with the District, the County and City shall share equally in the cost of any removal of improvements and site restoration that need to be performed.

1.9 EFFECTIVE DATE

This agreement shall be in full force and effect upon approval by the City, County and School officials signing below on behalf of all the PARTIES.

Dated this 24 day of February, 2015

MASON COUNTY

City of SHELTON

By Randy Neal

Gary H. Counce

SHELTON SCHOOL DISTRICT

By BHiederli 3/10/15