

INTERLOCAL LEVY AGREEMENT

THIS INTERLOCAL LEVY AGREEMENT dated this 26 day of April, 2016 between MASON COUNTY, a legal subdivision of the State of Washington and having its principal place of business at 411 N 5th St., Shelton, Washington 98584, hereinafter referred to as "COUNTY", and SHELTON METROPOLITAN PARK DISTRICT a municipal corporation organized and existing under the laws of the State of Washington and having its principal place of business at 525 W Cota St., Shelton, Washington 98584, hereinafter referred to as "THE MPD".

RECITALS:

1. COUNTY is organized by act of the Washington State Legislature and conducts business and provides facilities as authorized by the laws of the State of Washington.
2. THE MPD is a municipal corporation, organized and operating pursuant to the laws of the State of Washington for the statutory purposes designated by the Washington State legislature. THE MPD is a taxing district in Mason County, Washington.
3. COUNTY is a taxing district and relies primarily on yearly tax levies for the necessary funding to conduct its operations.
4. COUNTY is limited by RCW 84.52.043 to a total of \$4.05 per \$1,000.00 of assessed value for regular *ad valorem* tax levies upon real and personal property. The total COUNTY levy is comprised of two different levies namely general county purposes and county road purposes. For the 2016 tax year, the COUNTY has chosen to shift funds from its road levy fund to its current expense fund.
5. Pursuant to RCW 39.67.020, any taxing district may transfer funds to another taxing district where the regular property tax levy rate of the second district may affect the regular property tax levy rate of the first district, and where such transfer is part of an agreement whereby proration or reduction of property taxes is lessened or avoided.
6. COUNTY may be unable to shift the full desired amount of its levy from its Road Fund to its Current Expense Fund unless it contracts with THE MPD to "buy down" THE MPD's levy rate pursuant to RCW 39.67.010 and 39.67.020.
7. The COUNTY and THE MPD agree that Road Levy Shifts are decided on an annual basis, and that in years subsequent to 2016 the levy limit shall be calculated using the highest lawful levy for each district as though the Road Levy Shift had not occurred.
8. The COUNTY and THE MPD hereby enter in this Agreement per RCW 39.67.010, .020 and Chap. 39.34 RCW.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – LEVY RESOLUTION/RELEASE OF LEVY RIGHTS: THE MPD has declared by resolution that a regular property tax is authorized for collection in 2016 in an amount equal to \$439,350, plus new construction and similar adjustments allowed under chapter 84.55 RCW. Notwithstanding the foregoing, if THE MPD's levy would cause the combined lawful levies within the COUNTY to exceed the constitutional and/or aggregate levy rate limitations under RCW 84.52.043, THE MPD shall instead levy a tax for collection in 2016 in an amount equal to the maximum amount which may be levied by THE MPD without causing any reduction to the levy of the COUNTY under RCW 84.52.010.

SECTION TWO – PAYMENT TO THE MPD: If THE MPD's regular tax levy is reduced pursuant to SECTION ONE of this Agreement, the COUNTY agrees to pay THE MPD an amount equal to the difference between (i) the amount actually levied for THE MPD due to a reduction of its levy, and (ii) the levy amount that would otherwise have been levied under THE MPD's levy resolution. ~~The COUNTY further agrees to pay THE MPD \$7,500 compensation for loss of future new construction taxing authority.~~

SECTION THREE – TIME OF PAYMENT: THE COUNTY is obligated to make any above payment(s) by a single cash payment on or before May 15, 2016.

SECTION FOUR – PROCEDURE FOR LEVY REDUCTION: THE MPD and COUNTY agree that the MPD will re-file its levy certification, consistent with the above terms, after the Assessor releases the MPD levy rate to the MPD.

SECTION FIVE – GOVERNING LAW AND VENUE: This contract shall be construed in accordance with and governed by Laws of the State of Washington. The parties hereto agree that any action relating to this contract shall be instituted in accordance with RCW 36.01.050 and Chap. 4.12 RCW.

SECTION SIX – RECORDING. Pursuant to RCW 39.34.040, this Agreement shall be recorded or posted on each Parties' website.

IN WITNESS HEREOF, the parties have duly executed this Contract the day and year first above written.

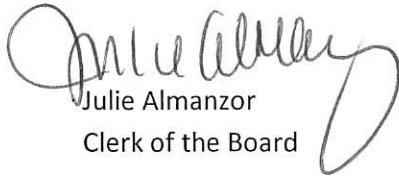
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Clerk of the Board

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ATTEST:


Sheda Squadri Pro-tem
Clerk of the Shelton Metropolitan Park District

