

MEMORANDUM OF UNDERSTANDING

Between Youth Empowerment Strategies and Mason County Parks & Trails

1.1 PARTIES

This agreement is entered into between Youth Empowerment Strategies (YES) and Mason County Parks & Trails (MCPT). The above entities are collectively referred to as the PARTIES.

1.2 PURPOSE AND USE

The PARTIES agree that the purpose of this agreement establishes an Adopt a Park Agreement for the Mason County Parks Skatepark.

1.3 DESCRIPTION OF FACILITY

The PARTIES agree that the County will allow YES to maintain certain premises commonly known as the Mason County Skatepark located at 110 Wallace Kneeland Blvd, Shelton.

1.4 TERM

The term of this agreement shall be one (1) year commencing on the effective date shown below. Either PARTY may terminate this agreement in writing forty-five (45) days prior to the proposed termination date.

1.5 RESPONSIBILITIES OF THE COUNTY

The County will provide and support all of the following:

- Provide YES with orientation and training on the tasks to maintain the skatepark.
- Provide and maintain garbage cans on location to aid in the cleanliness and maintenance of the premises.
- Provide access to tools as needed for repairs.
- Be available to answer any questions regarding the maintenance operations.
- Provide YES with all needed paperwork for inspections and ongoing work.
- The County will conduct quarterly, or as requested, reviews of the park to check on the condition of the property in regards to the maintenance, safety, cleanliness, and litter control.
- Allow special activities to be held at skatepark such as competitions, clinics, special events or revenue generating events.
- Provide a selected area at the skatepark that would be open for public art.
- Provide staffing and/or expertise for repairs.
- Order supplies such as Skatelite Pro, plywood, or other repair parts.
- Erect a sign indicating YES has sponsored or adopted the skatepark.

1.6 RESPONSIBILITIES OF YES

YES will provide and support all of the following:

- Conduct weekly safety inspections and report any problems to the County.
- Will fill out and maintain safety inspection worksheets.
- Provide labor necessary to keep the skatepark clean and free of litter.
- Will transport bags of garbage to an approved dump site.

- Coordinate the assistance of other community groups willing to assist with the maintenance of the park. Schedule maintenance tasks with other community groups.
- Provide labor to implement repairs as needed.
- Coordinate annual or as needed fundraising efforts to provide funding for parts and supplies for the skatepark.
- Meet periodically with County staff to review the maintenance operations for effectiveness.
- Provide regular maintenance of the skatepark.
- Solicit assistance from users of the skatepark to assist in maintenance operations at the skatepark.
- Promote a positive atmosphere at the park for recreation and community use.
- Agree that no drugs, alcohol or tobacco produced will be used by representatives of YES at the skatepark.
- YES agrees to contact the Shelton Police Department in the event any criminal activity is noticed.

YES shall obtain permission from the County prior to undertaking any maintenance task which could alter the condition of the premises. YES shall at all times comply with applicable provisions of the Revised Code of Washington, Washington Administrative Code, and all other relevant federal, state and local laws.

1.7 ENFORCEMENT

If the premises have not been maintained in an orderly fashion, the County shall contact the YES and request the area to be cleaned in a satisfactory manner. It is understood that the County has the option to terminate this agreement if YES is delinquent in upholding their obligations as detailed in this agreement. Note: It is not the County's intent to hold the YES responsible for the results of criminal activities within the park or within park boundaries.

1.8 TERMINATION

This agreement may be terminated by either party upon the giving of forty-five (45) days written notice.

1.9 EFFECTIVE DATE

This agreement shall be in full force and effect upon approval by the County official signing below on behalf of the Mason County Board of Commissioners.

Dated this _____ day of _____, 2010

MASON COUNTY

YES

By _____

