

**RESOLUTION NO. 2015-17**

**A RESOLUTION BY THE MASON TRANSIT  
AUTHORITY BOARD FOR AN INTERLOCAL AGREEMENT WITH THE OLYMPIC  
COLLEGE FOR THE PURPOSE OF COMPUTER LAB USE**

**WHEREAS**, Mason Transit Authority has the facility and the Olympic College has the need for a computer lab comprised of a physical space and computer work stations for community computer technology courses;

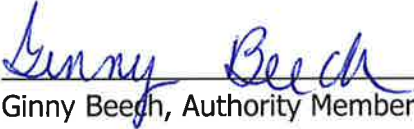
**WHEREAS**, in consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW,

**NOW THEREFORE BE IT RESOLVED**, by the Mason Transit Authority Board that the Interlocal Agreement between Mason Transit Authority and the Olympic College for computer lab and computer work stations use, which is attached hereto, is approved.

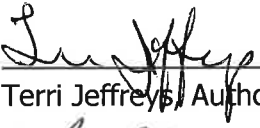
**Dated this 18<sup>th</sup> day of August, 2015.**



Mike Olsen, Chair




Ginny Beech, Authority Member



Terri Jeffreys, Authority Member

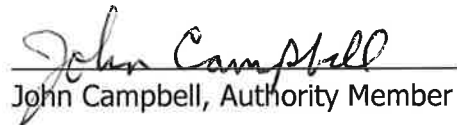


Randy Neatherlin, Authority Member



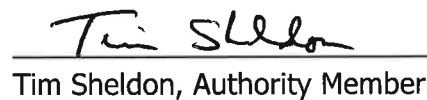
Cheryl Williams, Authority Member

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:



**Mason Transit Authority Board Meeting**

**Agenda Item:** New Business – Item 5 – ***ACTION (signatures required)***  
**Subject:** Resolution 2015-17 - Interlocal Agreement – Olympic College Use of Transit-Community Center Computer Lab  
**Prepared by:** Kathy Geist, T-CC Manager  
**Approved by:** Brad Patterson, General Manager  
**Date:** August 18, 2015

**Summary for Discussion Purposes:**

The Olympic College intends to use the computer lab of the Transit-Community Center for community computer technology courses, and will remunerate Mason Transit Authority for its time used.

**Fiscal Impact:**

Estimated annual revenues of \$13,860

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2015-17 and the attached Interlocal Agreement with the Olympic College for the use of the Transit-Community Center Computer Lab.

## MTA INTER-LOCAL FACILITY USE AGREEMENT (COMPUTER LAB)



### INTER-LOCAL FACILITY USE AGREEMENT (COMPUTER LAB)

THIS FACILITY USE AGREEMENT is made this September 1, 2015 by and between Mason Transit Authority (MTA) and the Olympic College (Shelton campus) on the following terms and conditions:

#### **PREMISES**

This Agreement concerns that certain real property consisting of a technology lab of 16 computer stations for community computer technology courses. The space is approximately 755 square feet located at 601 W. Franklin Street in Shelton, Mason County, Washington.

#### **USE OF PREMISES**

The Olympic College may use the Premises for regularly-scheduled community computer technology courses.

Olympic College will provide community computer technology courses during the specified times, approximately Monday thru Thursday 9:00 am to 7:30 pm and Saturday 9:00am to 1:00 pm. The Olympic College and MTA mutually agree to allow the Olympic College use of the Premises for said programs during the specified times. Olympic College will have use of the desk top IT equipment. MTA will maintain the computer equipment thru this use agreement.

Incidental uses of property that continues to be needed and used for the operation of Mason Transit's projects or community programs must not interfere or hamper the operation and use of such property for transit purposes.

The use must not compromise the safe conduct of the intended transit purpose and activity of the initial public transit project activity.

The use must not in any way interfere with MTA's continuing control over the use of the property or adjacent property or MTA's continued ability to carry out the project or program of transit.

#### **TERM**

The Olympic College shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning September 1, 2015, and shall retain that right until such time either party discontinues the agreement. The use agreement will be reviewed and renewed annually. A notice of four months will be given by either party prior to termination of the agreement.

## MTA INTER-LOCAL FACILITY USE AGREEMENT (COMPUTER LAB)

### USE FEES

The Olympic College shall pay to MTA a monthly rate of \$1,155.00 per month for the sole “program” use of the Premises during the specified times. Use fees will be paid on a quarterly basis within 30 days of invoice received from MTA.

### INSURANCE

School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against school and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

### INDEMNIFICATION:

The Olympic College shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from the Olympic College’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 Olympic College control.

MTA shall defend, indemnify, and hold the Olympic College 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 Olympic College control.

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), appliances and other 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. MTA agrees to repair and/or replace broken or disabled computers within a two week period of time.

The Olympic College shall promptly repair any damage thereto caused by Olympic College during the life of this agreement.

### Shelton campus contacts:

Teresa McDermott  
Director of Shelton Campus  
937 Alpine Way, Shelton WA98584  
360-432-5404 or 360-475-7484  
[tmcdermott@olympic.edu](mailto:tmcdermott@olympic.edu)

Allison Smith  
Special Projects Assistant  
937 Alpine Way, Shelton WA 98584  
[asmith@olympic.edu](mailto:asmith@olympic.edu)  
360-432-5413

**MTA INTER-LOCAL FACILITY USE AGREEMENT (COMPUTER LAB)**

MASON TRANSIT AUTHORITY  
Brad Patterson, General Manager

OLYMPIC COLLEGE  
Bruce Riveland, VP Administrative Services

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

Date: \_\_\_\_\_