

**RESOLUTION NO. 2015-18**

**A RESOLUTION BY THE MASON TRANSIT  
AUTHORITY BOARD FOR AN INTERLOCAL AGREEMENT WITH THE OLYMPIC  
COLLEGE FOR THE PURPOSE OF COMMERCIAL TEACHING KITCHEN USE**

**WHEREAS**, Mason Transit Authority has the facility and the Olympic College has the need for a commercial kitchen for community culinary arts courses; and office space and storage for program equipment,

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

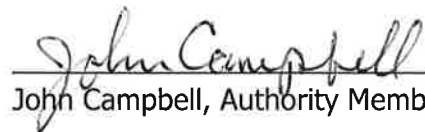
**NOW THEREFORE BE IT RESOLVED**, by the Mason Transit Authority Board that the Interlocal Agreement between Mason Transit Authority and the Olympic College for kitchen, office, and storage, which is attached hereto, is approved.

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

  
\_\_\_\_\_  
Mike Olsen, Chair

\_\_\_\_\_  
Deborah Petersen, Vice-Chair

  
\_\_\_\_\_  
Ginny Beech, Authority Member

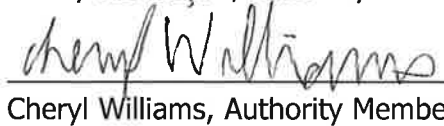
  
\_\_\_\_\_  
John Campbell, Authority Member

  
\_\_\_\_\_  
Terri Jeffers, Authority Member

\_\_\_\_\_  
Rick Johnson, Authority Member

  
\_\_\_\_\_  
Randy Neatherlin, Authority Member

  
\_\_\_\_\_  
Tim Sheldon, Authority Member

  
\_\_\_\_\_  
Cheryl Williams, 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: 8/18/15

**Mason Transit Authority Board Meeting**

**Agenda Item:** New Business – Item 6 – ***ACTION (signatures required)***  
**Subject:** Resolution No. 2015-18 - Interlocal Agreement – Olympic College  
Use of Transit-Community Center Kitchen, Office Space, and  
Storage Area  
**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 kitchen, an office, and storage of the Transit-Community Center for regularly-scheduled community culinary arts classes and to store equipment associated with those courses, and will remunerate Mason Transit Authority for its time used.

**Fiscal Impact:**

Estimated annual revenues of \$20,520

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2015-18 and the attached Interlocal Agreement with the Olympic College for use of the kitchen, an office, and storage at the Transit-Community Center.

## MTA INTER-LOCAL FACILITY USE AGREEMENT (KITCHEN)



### INTER-LOCAL FACILITY USE AGREEMENT (KITCHEN)

THIS FACILITY USE AGREEMENT is made this August 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 commercial teaching kitchen approximately 1311 square feet for community culinary arts classes along with office space and storage area for program equipment shown on Exhibit “A” 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 culinary arts classes and to store equipment associated with those courses.

During its regularly-scheduled program times, Monday thru Thursday 7:30 am to 7:30 pm and Saturdays 7:30am to 1:00pm. MTA shall not schedule other programs or events that conflict with Olympic College-sponsored community culinary arts classes. The Olympic College and MTA may mutually agree to allow the Olympic College use of the Premises for events not appearing on the regular schedule if the space is otherwise available.

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 (KITCHEN)

### USE FEES

The Olympic College shall pay to MTA a monthly rate of \$1,710.00 per month for the stated scheduled use of the Premises. Use fees shall 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 T-CC facility 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.

The Olympic College shall promptly, clean and sanitize all surfaces used and all areas used by The Olympic College programs, staff and students. Olympic College will repair any damage to those areas and equipment used by Olympic College 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 (KITCHEN)**

MASON TRANSIT AUTHORITY  
Brad Patterson, General Manager

OLYMPIC COLLEGE  
Bruce Riveland, VP Administrative Services

\_\_\_\_\_

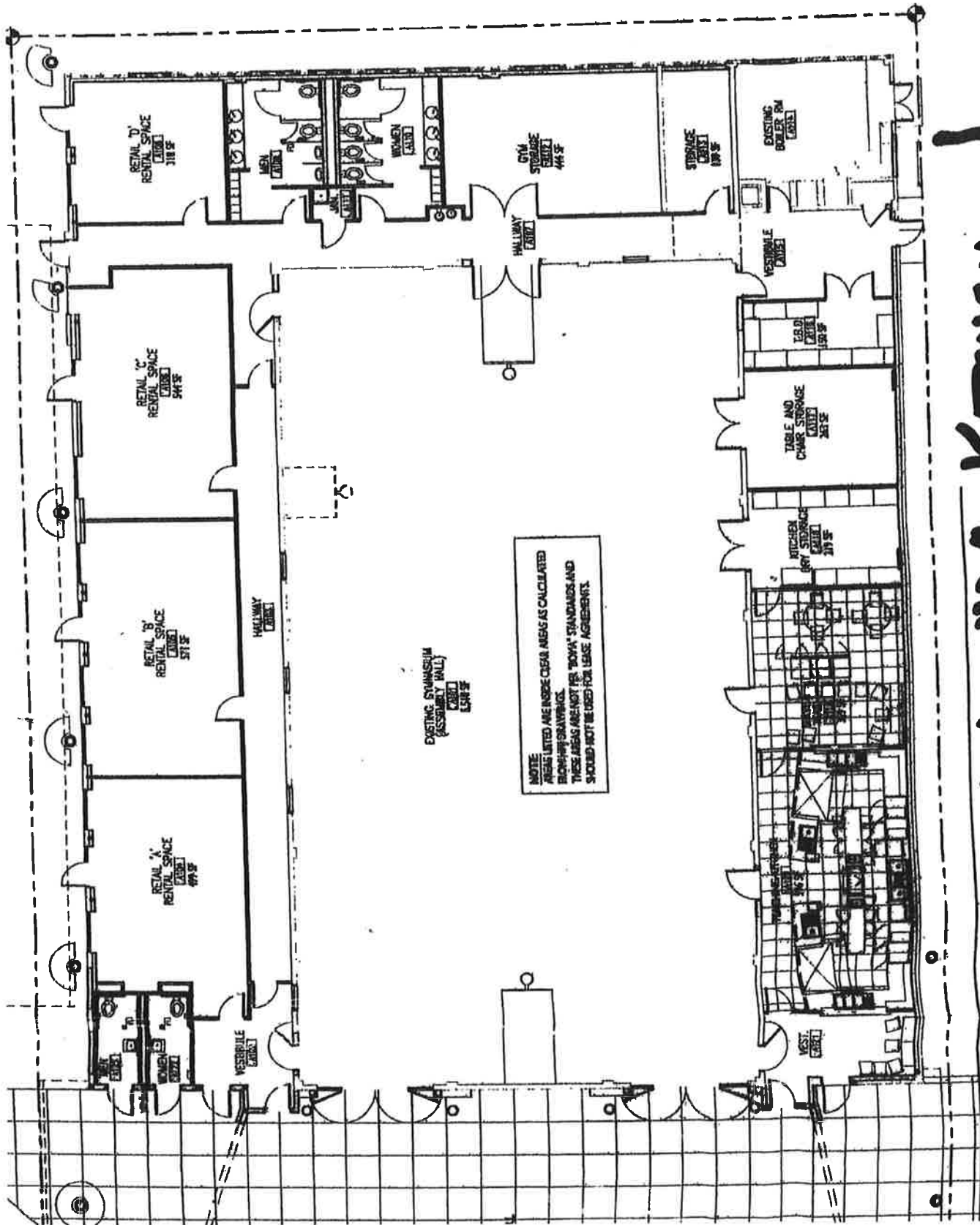
Signature

\_\_\_\_\_

Signature

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

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



# Exhibit "A" Kitchen

MAIN FLOOR PLAN  
SCALE 1/8" = 1'-0"

ALLEY