



INTER-LOCAL FACILITY USE AGREEMENT

THIS INTER-LOCAL FACILITY USE AGREEMENT is entered into pursuant to Chapter 39.34 RCW on this 10th day of June, 2015, by and between Mason Transit Authority ("MTA") and the Olympic College ("OC"), an agency of the State of Washington, on the following terms and conditions:

PREMISES

This Agreement concerns that certain real property consisting of approximately 5238 square feet of open gym space for community programs and storage area for program equipment located at 601 W. Franklin Street in Shelton, Mason County, Washington.

USE OF PREMISES

OC may use the Premises for regularly-scheduled community programs and to store equipment associated with those programs.

OC shall provide MTA with a copy of each program schedule as soon as the schedule becomes available. During its regularly-scheduled program times, the OC shall be given priority for use of the Premises. The MTA shall not schedule other programs or events that conflict with OC-sponsored community programs without giving the OC 30 days advance notice. OC and MTA may mutually agree to allow the OC use of the Premises for community events not appearing on the regular schedule. MTA warrants that it has full right and authority to enter into this Agreement and so long as OC is not in default of any provision hereof, OC shall have quiet enjoyment of the Premises during the term of this Agreement.

OC's incidental use 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.

Continuing Control: OC's use of the Premises 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.

TERM

OC shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning July 7, 2015, and shall retain that right until such time either party discontinues the agreement; provided that OC's commencement of use is subject to the MTA's receipt of the required certificate of insurance in a form acceptable to MTA.

USE FEES

OC shall pay to the MTA an hourly rate of \$10.00 per hour of use of the Premises. Use fees shall be paid in monthly installments within 30 days of the use.

INSURANCE

Claims against OC 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. OC shall submit certificates evidencing compliance.

INDEMNIFICATION:

To the extent permissible under law, OC shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from the negligent acts or omission of OC, or its agents or employees, 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 OC's control.

MTA shall defend, indemnify, and hold the OC 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 OC's control.

In the case of negligence of both MTA and OC, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

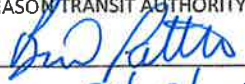
The provisions of this section shall survive the expiration or termination of this Agreement.


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) 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, including all utilities and other systems serving the Premises, the roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the HVAC system, which MTA shall maintain in good condition and repair at MTA's expense.

OC shall promptly repair any damage or injury done thereto caused by OC during operation of its programs.

MASON TRANSIT AUTHORITY

Date: 8/19/15

OLYMPIC COLLEGE

Director of Purchasing Services
Date: 8/19/15