

MTA INTER-LOCAL FACILITY USE AGREEMENT (COMPUTER LAB)



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THIS FACILITY USE AGREEMENT is made this September 16, 2016 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 October 1, 2016 and run thru September 30, 2017.

The use agreement will be reviewed at the end of each year. A notice of four months will be given by either party prior to termination of the agreement.

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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. **At the end of the first year this rate will be reviewed and possibly adjusted and re-negotiation in order to be in compliance with the local market conditions.**

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 care of the floors 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 caused by Olympic College during the life of this agreement.

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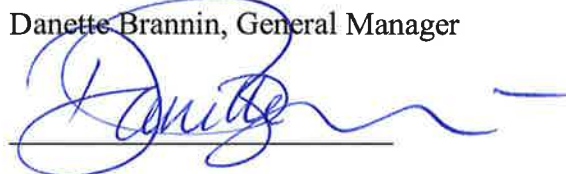
Shelton campus contact:

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Shelton T-CC contact

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asmith@olympic.edu
360-536-7727

MASON TRANSIT AUTHORITY
Danette Brannin, General Manager



Signature

Date: 10/3/16

OLYMPIC COLLEGE
Kay Ash, VP Administrative Services



Signature

Date: 9/21/2016