

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND OLYMPIA SCHOOL DISTRICT
FOR
TRANSPORTATION SERVICES TO INSPIRE OLYMPIA FUNDED
ORGANIZATIONS**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract is authorized by the governing body of each party to the contract and states its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the City of Olympia's Inspire Olympia Cultural Access Program is funded by one-tenth of one percent of Olympia's sales tax, effective January 2023 for a period of seven years. Revenues are to be used to support the work of local nonprofit organizations who are mission-focused on the arts, science, culture, or heritage, and who offer public programming in Olympia; and

WHEREAS, the Cultural Access Advisory Board (CAAB) was established to advise City Council on implementation of Inspire Olympia, to recommend funding guidelines for cultural access programming consistent with state law, and to review grant applications for programming that meets criteria for providing public benefit (RCW 36.160.110); and

WHEREAS, pursuant to Olympia Municipal Code (OMC) 2.100.710(D)(5), and RCW [36.160.110](#), the CAAB recommends to the City Council a percentage of funds available annually to be reserved for a public school cultural access program established and managed by the City to increase opportunities for cultural activities and programming for public school students. Public school programs are recommended that benefit students and increase opportunities for cultural activities. Such programming may include expanded learning opportunities with before- or after-school classes, or summer classes, or school day or school break field trips to off-campus arts, culture, heritage, or science learning, including bus transportation.

WHEREAS, the funding guidelines and criteria for public benefit were developed by CAAB and presented to City Council in August 2023. At that time Council also approved a funding framework that includes two funding pathways, created to promote equity in the distribution of funding among a population of organizations that vary greatly in size, capacity, and experience.

A third funding reserve was identified to support Cultural Access in Olympia Public Schools (CAPS), including transportation;

WHEREAS, there is a need for transporting school-aged children to/from Inspire Olympia events. The City of Olympia, and the organizations it sponsors, lack vehicles, personnel, and expertise to provide that transportation. The Olympia School District has vehicles, personnel, and expertise to provide student transportation and is willing to provide transportation to/from Inspire Olympia programming on a reimbursement basis.

WHEREAS, the parties intend that an Olympia School District teacher or principal will request transportation services from the Olympia School District for transportation to/from an Inspire Olympia sponsored event that their students are attending and that the costs of those transportation services will be reimbursed to the Olympia School District by the City under this agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the City of Olympia (OLYMPIA) and Olympia School District (OSD) agree as follows:

I. Purpose/Objective

The purpose of this agreement is to facilitate OSD providing transportation services for Inspire Olympia funded off-site programming provided to OSD students and to facilitate OLYMPIA's reimbursement of OSD for transportation costs associated with such transportation services, pursuant to RCW 36.160.110.

II. Definitions

In this agreement, "field trip" means an off-site learning opportunity associated with Inspire Olympia funded organizations provided for students during regular school day hours.

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA are as follows:

- a. OLYMPIA shall provide OSD with a list of funded organizations, highlighting those that provide youth education programs and field trips for students.
- b. OLYMPIA shall reimburse OSD for transportation services, as provided below, provided funds allotted for such reimbursement remain.

B. Responsibilities of OSD are as follows:

- a. OSD shall receive transportation services requests from OSD teachers and/or school principals whose students require transportation to/from youth education programs,

including field trips, performances, and other cultural activities, put on by OLYMPIA approved organizations using Inspire Olympia funds.

- b. To the extent resources are available, OSD shall schedule and provide transportation services upon request from OSD teachers/principals for transportation to/from Inspire Olympia funded youth education programs.
- c. Invoice monthly. OSD shall track and provide Inspire Olympia staff data of participating schools and grades using transportation funding. Invoices provided by OSD to OLYMPIA must be in a form acceptable to Inspire Olympia staff.

IV. Payment (or Funding/Costs/etc.)

- A. Payment of up to \$90,000 may be used to reimburse for transportation costs incurred so that OSD schools and students can participate in offsite learning opportunities provided by Inspire Olympia funded organizations.
- B. Mileage: \$1.26 per mile (includes fuel and maintenance).
- C. Hourly Rate: \$45.62 per hour for drivers (includes salary and benefits).
Overtime Rate: \$68.43 per hour.
- D. Should OSD not have drivers available for a Field Trip, OSD may hire and be reimbursed for private transportation services charged at different rates than those listed in this section. Charges for private transportation services are not considered separate and must be counted toward the not to exceed amount of \$90,000 referenced in Subsection A of this Section.

V. Method of Payment

- A. OSD shall invoice OLYMPIA monthly.
- B. Upon completion of the work set forth in the invoice, OLYMPIA shall make payment within 30 days of receipt of an invoice from OSD upon completion of work.

VI. Indemnification & Insurance

OSD and OLYMPIA each shall defend, indemnify, and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the agreement, except to the extent such injuries and damages are caused by the negligence of the other.

Insurance

- A. **Insurance Term.** OSD shall procure and maintain insurance for the duration of the agreement as required in this Section, without interruption from commencement of OSD's work through the term of the agreement, and for 30 days after the physical completion date, unless indicated therein.
- B. **No Limitation.** OSD's maintenance of insurance, its scope of coverage and limits as required in this agreement may not be construed to limit the liability of OLYMPIA to the coverage provided by such insurance or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.
- C. **Minimum Scope of Insurance.** OSD shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy must be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, and advertising injury, and liability assumed under an insured contract. OLYMPIA must be named as an additional insured under OSD's Commercial General Liability insurance policy with respect to the work performed for OLYMPIA using ISO Additional Insured endorsement CG 20 10 10 or substitute endorsements providing at least as broad coverage.

In the alternative, OSD may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if such self-insurance provides protection equal or greater than that specified herein. OSD shall provide a substitute form such as an *Evidence of Coverage* letter from the self-insurance pool it is a member of that satisfies the limits required under Section VI. Insurance.
 3. Worker's Compensation coverage as required by the industrial insurance laws of the State of Washington.
- D. **Minimum Amounts of Insurance.** OSD shall maintain the following insurance limits:
1. Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- E. Other Insurance Provisions. OSD's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they are primary insurance as respects OLYMPIA. Any insurance, self-insurance, or insurance pool coverage maintained by OLYMPIA must be excess of OSD's and must not contribute with it.
 - F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - G. Verification of Coverage. OSD shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including the additional insured endorsements, evidencing the insurance requirements of OSD before commencement of the work. Upon request of OLYMPIA, OSD shall provide certified copies of all required insurance policies, including endorsements, required in this agreement and evidence of all subcontractors' coverage.
 - H. Subcontractors' Insurance. OSD shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of OSD-provided insurance as set forth in this agreement, except OSD has sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. OSD shall ensure that OLYMPIA is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 for ongoing operations.
 - I. Notice of Cancellation. OSD shall provide OLYMPIA and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - J. Failure to Maintain Insurance. Failure on the part of OSD to maintain the insurance as required is a material breach of contract, upon which OLYMPIA may, after giving five business days' notice to OSD to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection with such insurance, with any sums so expended to be repaid to OLYMPIA on demand, or at the sole discretion of OLYMPIA, offset against funds due OSD from OLYMPIA.
 - K. OLYMPIA'S Full Access to OSD Limits. If OSD maintains higher insurance limits than the minimums shown above, OLYMPIA will be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by OSD, irrespective of whether such limits maintained by OSD are greater than those required

by this agreement or any certificate of insurance furnished to OLYMPIA evidences limits of liability lower than those maintained by OSD.

VII. Joint Board; Ownership of Property

A. This agreement creates no Joint Board and no separate legal entity. The parties will not jointly acquire or jointly own any real or personal property in the course of carrying out this agreement.

VII. Duration of Agreement

This agreement is effective until July 25, 2026, unless otherwise terminated in the manner described under the termination section of this agreement.

IX. Termination of Agreement

A. This agreement may be terminated after 60 days' notice to the other party using the method of notice provided for in this agreement.

X. Entire Agreement

This agreement sets forth all terms and conditions agreed upon by OLYMPIA and OSD and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed in this agreement.

XI. Counterparts

This agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one agreement; but in making proof of this agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this agreement are originals, but all such counterparts, when taken together, constitute one and the same agreement.

XII. Posting or Recording

Prior to its entry into force, this agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

XIII. Employment Relationship

Employees of each agency remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this agreement does not change that relationship for any purpose. Neither agency may be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries remain unchanged by this agreement.

XIV. Notice/Contract Representative

Any notice required under this agreement must be to the party at the address listed below and becomes effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA
Amelia Layton, Cultural Access Program Specialist
PO Box 1967
Olympia, WA 98507-1967
360.507.6035
alayton@ci.olympia.wa.us

OLYMPIA SCHOOL DISTRICT
Frank Wilson, Executive Director of Operations
1914 Wilson Street SE
Olympia, WA 98501
360.596.8564
fwilson@osd.wednet.edu

XV. Records

Each party shall maintain its own public records and is solely responsible for responding to records requests received about the subject matter of this agreement. Any public records request addressed to the group as if this interlocal created a separate legal entity, must be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XVI. Interpretation and Venue

This agreement is governed by the laws of the State of Washington as to interpretation and performance. Any lawsuit arising out of or relating to this agreement must be brought and maintained only in the Superior Court of Thurston County.

XVII. Effective Date

This agreement takes effect as of the date of filing or posting as required by RCW 39.34.040 or October 31, 2024, whichever occurs later.

CITY OF OLYMPIA

OLYMPIA SCHOOL DISTRICT

Steven J. Burney, City Manager

Frank Wilson

Frank Wilson, Executive Director of
Operations

Date: _____

Date: 09/12/2025

Approved as to form:

Michael Young

Senior Deputy City Attorney