

AMENDMENT TO LEASE NO. 235

This AMENDMENT TO Lease ("Amendment") is entered into as of _____, 2019 between TACOMA COMMUNITY COLLEGE BOARD OF TRUSTEES ("Lessor" or "College") and the CITY OF TACOMA, a first class municipal corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 22, 2005, ("Lease") for the lease of two acres of real property located on or near the Lessor's college campus at 6315 South 19th Street, Tacoma, Washington, more specifically located between South 12th Street on the north, South 19th Street on the south, Pearl Street on the east and Mildred Street on the west, and more particularly described in Exhibit "A" of the Lease and incorporated by reference herein ("Premises").

WHEREAS, Lessor and Lessee desire to continue the Lease and extend the term.

WHEREAS Lessor agrees to continue to permit the City of Tacoma to maintain a building on the Premises for use by the Tacoma Area Coalition for Individuals with Disabilities (TACID) Center.

WHEREAS the Lessor and Lessee have agreed upon changes to the terms set forth in the Lease.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Lease shall remain in full force and effect.

WHEREAS, College agrees to seek approval of such lease from the State Board for Community and Technical Colleges.

NOW THEREFORE, Lessor and Lessee agree to the following amendments to the Lease:

AGREEMENT

1. Section 1 of the Lease is hereby deleted and replaced with the following:

2. Term. The Term of this Lease shall be extended for a period of five (5) years, commencing on April 15, 2019 and ending April 15, 2024. Thereafter, the Term may be extended in five (5) year increments, in perpetuity, by mutual written agreement by both the Lessor and the Lessee.

4. Condition Precedent. This Lease shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council. The Term of all future amended operating agreements between the City of Tacoma and TACID shall reflect the Term found within this Lease.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date set forth above.

LESSOR:

TACOMA COMMUNITY COLLEGE

President

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

Approved as to form:

Assistant Attorney General for TCC

LESSEE:

CITY OF TACOMA, a first class municipal corporation

Elizabeth A. Pauli
City Manager

Department Approval:

Neighborhood and Community Services Director

Approved as to form:

Deputy City Attorney

**SECOND AMENDMENT TO THE
OPERATION AND USE AGREEMENT
L-228 Amendment**

THIS OPERATION AND USE AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the **CITY OF TACOMA**, a municipal corporation (hereinafter referred to as the "City"), and the **TACOMA AREA COALITION OF INDIVIDUALS WITH DISABILITIES**, Inc., a Washington non-profit corporation (hereinafter referred to as the "Operating Agency").

WITNESSETH:

WHEREAS, on April 17, 1984, the City and the Operating Agency entered into an Operation and Use Agreement for the facility located at 6315 South 19th Street, in Tacoma, Washington, on the Tacoma Community College campus (hereinafter referred to as the "Center"), for an initial term of five years with the option to renew in five-year increments up to twenty-five years (hereinafter referred to as the "Master Agreement"), and

WHEREAS, on July 1, 1999 the City and the Operating Agency entered into an Amendment to the Master Agreement, that renewed the Master Agreement for an additional five-year period from April 17, 1999, through April 16, 2004, provided the Operating Agency continue to provide satisfactory performance of services to the disabled community and to remain fiscally and administratively sound (hereinafter referred to as the "Amendment to Master Agreement"), and

WHEREAS, on November 29, 2004, the City and the Operating Agency entered into an "Operation and Use Agreement", which effectively extended the Master Agreement through April 16, 2009, and superseded the terms therein, and

WHEREAS, on April 16, 2009, the aforementioned Operation and Use Agreement inadvertently expired by its terms, and

WHEREAS, on May 20, 2010, the City and the Operating Agency restated the effectiveness of the Operation and Use Agreement, and entered into the First Amendment thereto in order to extend retroactively the Term of the Agreement, and in order to amend Section 2 of the Agreement regarding 'Term' and Section 6 of the Agreement regarding 'Maintenance of the Premises':

WHEREAS, the City and the Operating Agency desire to enter into this Second Amendment thereto (hereinafter collectively "Agreement" and separately "Second Amendment") in order to extend the Term of the Agreement, and in order to amend Section 2 of the Agreement regarding 'Term', Section 9 regarding 'Liability Insurance', Section 11 regarding 'Indemnification', and to add new sections regarding Equity, Diversity, & Inclusion (EDI) and Conditions Precedent:

WHEREAS the City and Operating Agency have agreed upon changes to the terms set forth in the Operations Use Agreement.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Operation Use Agreement shall remain in full force and effect.

NOW THEREFORE, Lessor and **NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

- A. Section 2, 'Term' of the Operation and Use Agreement is hereby replaced and superseded in its entirety with the following language:

Term. The Term of this Operations Use Agreement shall be extended for a period of five (5) years, commencing on April 15, 2019 and ending April 15, 2024. Thereafter, the Term may be extended in five (5) year increments, in perpetuity, by mutual written agreement by both the Lessor and the Lessee.

- B. Section 9, "Insurance" of the Operations and Use Agreement is replaced and superseded in its entirety with the following language:

Liability Insurance. During the course and performance of the services herein specified, Operating Agency will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Agreement. The City of Tacoma Insurance Requirements document is fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Operating Agency or failure of City to demand verification of coverage or compliance by Operating Agency with these insurance requirements shall not be construed as a waiver of Operating Agency's obligation to maintain such insurance.

- C. Section 11, "Indemnification" of the Operations and Use Agreement is replaced and superseded in its entirety with the following language:

Indemnification. Operating Agency shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the City, or its officers, agents, or employees. This indemnification shall extend to and include attorney fees and the cost of establishing the right of indemnification hereunder in favor of the City. This indemnification shall survive the termination of this Agreement.

It is expressly agreed that with respect to services performed by Operating Agency herein, Operating Agency duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of Operating Agency negligence.

C. New section numbers 24, 25 are hereby added to the Operation and Use Agreement:

24. Equity, Diversity, & Inclusion (EDI). The Operating Agency agrees to support the CITY'S vision that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. The Operating Agency will undertake efforts to support an integrated system of culturally-appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

The Operating Agency **will choose an option to participate** in the Equity, Diversity, and Inclusion Initiative as outlined in Exhibit A to align with the City of Tacoma's Equity and Empowerment Priorities:

- A. Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
- B. Work with community partners to promote equity, diversity, and inclusion within Tacoma producing measurable improvements and disparity reductions.

25. Condition Precedent. This Operation Use Agreement shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council.

D. TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME: The parties agree that, except as specifically provided in this Amendment, the terms and conditions of the Operation and Use Agreement continue in full force and effect.

IN WITNESS THEREOF the parties hereto have executed this Operation and Use Agreement as of the day and year first written above.

City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

AMENDMENT TO LEASE NO. 227a

This AMENDMENT TO Lease ("Amendment") is entered into as of _____, 2019 between TACOMA COMMUNITY COLLEGE BOARD OF TRUSTEES ("Lessor") and the CITY OF TACOMA, a first class municipal corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 22, 2005, ("Lease") for the lease of one-half (1/2) acre of real property located on or near the Lessor's college campus at 6316 South 12th Street, Tacoma, Washington, more specifically located between South 12th Street on the north, South 19th Street on the south, Pearl Street on the east and Mildred Street on the west, and more particularly described in Exhibit "A" of the Lease and incorporated by reference herein ("Premises").

WHEREAS, Lessor and Lessee desire to continue the Lease and extend the term.

WHEREAS Lessor agrees to continue to permit the City of Tacoma to maintain a building on the Premises for purpose of operating the Tacoma Learning Communities facility (Washington PAVE and HopeSparks (formerly TLC)).

WHEREAS the Lessor and Lessee have agreed upon changes to the terms set forth in the Lease.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Lease shall remain in full force and effect.

WHEREAS, College agrees to seek approval of such lease from the State Board for Community and Technical Colleges.

NOW THEREFORE, Lessor and Lessee agree to the following amendments to the Lease:

AGREEMENT

1. Section 1 of the Lease is hereby deleted and replaced with the following:

2. Term. The Term of this Lease shall be extended for a period of five (5) years, commencing on April 15, 2019 and ending April 15, 2024. Thereafter, the Term may be extended in five (5) year increments, in perpetuity, by mutual written agreement by both the Lessor and the Lessee.

4. Condition Precedent. This Lease shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council. The Term of all future amended operating agreements between the City of Tacoma and the operators of the Tacoma Learning Communities facility (currently Washington PAVE and HopeSparks) shall reflect the Term found within this Lease.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date set forth above.

LESSOR:

TACOMA COMMUNITY COLLEGE

President

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

Approved as to form:

Assistant Attorney General for TCC

LESSEE:

CITY OF TACOMA, a first class municipal corporation

Elizabeth A. Pauli
City Manager

Department Approval:

Neighborhood and Community Services Director

Approved as to form:

Deputy City Attorney

THIRD AMENDMENT OPERATION AND USE AGREEMENT

THIS OPERATION AND USE AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the **CITY OF TACOMA**, a municipal corporation (hereinafter referred to as the “City”), and **HOPESPARKS**, a Washington non-profit corporation, and **WASHINGTON STATE PARENTS ARE VITAL IN EDUCATION**, also a Washington non-profit corporation (the latter of two are collectively hereinafter referred to as the “Operating Agency”, both of which are successors in interest to **TACOMA LEARNING COMMUNITY**, Inc., a Washington non-profit corporation.

WITNESSETH:

WHEREAS, on June 1, 1987, the City and the Operating Agency entered into an Operation and Use Agreement for the facility located at 6316 South 12th Street, in Tacoma, Washington, on the Tacoma Community College campus (hereinafter referred to as the “Center”), for an initial term of five years with the option to renew in five-year increments up to twenty-five years (hereinafter referred to as the “Master Agreement”), and

WHEREAS, on January 28, 2004, the City and the Operating Agency entered into a First Amendment to the Operation and Use Agreement, that renewed the Master Agreement through August 31, 2010, (hereinafter referred to as the “First Amendment”), and

WHEREAS, on August 31, 2010, the aforementioned Operation and Use Agreement inadvertently expired by its terms,

WHEREAS, on February 9, 2011, the City and the Operating Agency entered into this Second Amendment thereto in order to extend the Term of the Agreement, and in order to amend Section 2 of the Agreement regarding “Term”, Section 4 regarding “Condition Precedent”, Section 5 regarding “Liability Insurance”,

WHEREAS the City and Operating Agency have agreed upon changes to the terms set forth in the Operation Use Agreement.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Operation Use Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

A. Section 2, 'Term' of the Operation and Use Agreement is hereby replaced and superseded in its entirety with the following language:

2. Term. The Term of this Operation Use Agreement shall be extended for a period of five (5) years, commencing on April 15, 2019 and ending April 15, 2024. Thereafter, the Term may be extended in five (5) year increments, in perpetuity, by mutual written agreement by both the City and the Operating Agency.

B. Section 4, "Condition Precedent" of the Operation and Use Agreement is replaced and superseded in its entirety with the following language:

Condition Precedent. This Operation Use Agreement shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council.

C. Section 5, "Insurance" of the Operation and Use Agreement is replaced and superseded in its entirety with the following language:

Liability Insurance. During the course and performance of the services herein specified, Operating Agency will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Agreement. The City of Tacoma Insurance Requirements document is fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Operating Agency or failure of City to demand verification of coverage or compliance by Operating Agency with these insurance requirements shall not be construed as a waiver of Operating Agency's obligation to maintain such insurance.

C. New section numbers 23, 24 are hereby added to the Operation and Use Agreement as follows:

23. Equity, Diversity, & Inclusion (EDI). The Operating Agency agrees to support the City's vision that all Tacoma residents have access to the opportunities and pathways that will lead them to well-being and prosperity. The Operating Agency will undertake efforts to support an integrated system of culturally-appropriate services that are equitable, easy to access and navigate, and are available in locations where the needs exist.

The OPERATING AGENCY **will choose an option to participate** in the Equity, Diversity, and Inclusion Initiative as outlined in Exhibit A to align with the City of Tacoma's Equity and Empowerment Priorities:

- A. Actively work to eliminate racial and other disparities and provide accommodations for people with disabilities in contracting.
- B. Work with community partners to promote equity, diversity, and inclusion within Tacoma producing measurable improvements and disparity reductions.

24. Indemnification. Operating Agency shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the City, or its officers, agents, or employees. This indemnification shall extend to and include attorney fees and the cost of establishing the right of indemnification hereunder in favor of the City. This indemnification shall survive the termination of this Agreement.

It is expressly agreed that with respect to services performed by Operating Agency herein, Operating Agency duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of Operating Agency negligence.

D. TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME: The parties agree that, except as specifically provided in this Second Amendment, the terms and conditions of the Operation and Use Agreement continue in full force and effect.

IN WITNESS THEREOF the parties hereto have executed this Operation and Use Agreement as of the day and year first written above.

City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____