

THIRD AMENDMENT TO THE 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 **TACOMA AREA COALITION OF INDIVIDUALS WITH DISABILITIES, Inc. (a.k.a. TACID)**, 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 (hereinafter referred to as the “Master Agreement”) for the facility located at 6315 South 19th Street, Tacoma, Washington, on the Tacoma Community College (hereinafter referred to as “TCC”) campus, for an initial term of five years with the option to renew in five-year increments up to twenty-five years;

WHEREAS on July 1, 1999, the City and the Operating Agency entered into an Amendment to Operation and Use Agreement that amended certain terms and extended the term of the Master Agreement through April 16, 2004;

WHEREAS on November 29, 2004, the City and Operating Agency entered into a new Operation and Use Agreement that effectively extended the Master Agreement for a five-year term through April 17, 2009, and superseded the terms therein;

WHEREAS on May 20, 2010, the City and Operating Agency entered into the First Amendment to, and Restatement of, Operation and Use Agreement that amended certain terms and extended the term of the Operation and Use Agreement through April 15, 2019;

WHEREAS on April 9, 2019, the City passed a Resolution and the City and the Operating Agency entered into the Second Amendment to the Operation and Use Agreement that amended certain terms and extended the term of the Operation and Use Agreement through April 15, 2024;

WHEREAS the City’s ability to provide the Operating Agency a building facility under the Operation and Use Agreement has always been dependent on the City being granted a Ground Lease by TCC on TCC campus;

WHEREAS, TCC has agreed to renew its Ground Lease with the City on TCC campus through April 15, 2029, with no further extensions. Thereafter, the Ground Lease will expire and the property will be returned to Tacoma Community College;

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

NOW THEREFORE in consideration of 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 and Use Agreement shall be for a period of two (2) years commencing April 15, 2024, and ending April 15, 2026. The Operating Agency is hereby granted an option to extend the term of this agreement for additional one-year periods up to a maximum of three (3) years provided the Operating Agency is (a) not in breach of this agreement, (b) remains fiscally and administratively sound, and (c) the City is satisfied with the performance of the Operating Agency, specifically in rendering services to the public during the previous term. If the Operating Agency elects to exercise its option to extend this agreement, it shall do so by written notice delivered to the City no less than ninety (90) days prior to the current term expiration. In any event, the term shall not be extended past April 15, 2029, and there shall be no extensions of this agreement thereafter.

- B. *Section 25. Condition Precedent* to the Operation and Use Agreement that Section C of the Second Amendment to the Operation and Use Agreement references is hereby deleted.

IN WITNESS THEREOF the parties have executed this **Third Amendment to the Operation and Use Agreement** as of the date first written above.

City of Tacoma:

Elizabeth A. Pauli
City Manager

Allyson Griffith
Neighborhood and Comm. Serv. Director

APPROVED AS TO FORM:

Deputy City Attorney

Operating Agency:

Nalani Linder
Tacoma Area Coalition of
Individuals with Disabilities

FOURTH AMENDMENT TO THE 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** (a.k.a. PAVE), also a Washington non-profit corporation (HOPESPARKS and PAVE hereinafter collectively 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 (hereinafter referred to as the “Master Agreement”) for the facility located at 6316 South 12th Street, Tacoma, Washington, on the Tacoma Community College (hereinafter referred to as “TCC”) campus, for an initial term of five years with the option to renew in additional five-year increments up to twenty-five years;

WHEREAS on January 28, 2004, the City and the Operating Agency entered into a First Amendment to the Operation and Use Agreement that amended certain terms and revised the term of the Master Agreement through August 31, 2010;

WHEREAS on February 9, 2011, the City and the Operating Agency entered into a Second Amendment to the Operation and Use Agreement that amended certain terms and extended the term of the Master Agreement through April 15, 2019;

WHEREAS on April 15, 2019, the City and the Operating Agency entered into a Third Amendment to the Operation and Use Agreement that amended certain terms and extended the term of the Master Agreement through April 15, 2024;

WHEREAS the City’s ability to provide the Operating Agency a building facility under the Master Agreement has always been dependent on the City being granted a Ground Lease by TCC on TCC campus;

WHEREAS TCC has agreed to renew its Ground Lease with the City on TCC campus through April 15, 2029, with no further extensions. Thereafter, the Ground Lease will expire and the property will be returned to Tacoma Community College;

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

NOW THEREFORE in consideration of 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 and Use Agreement shall be for a period of two (2) years commencing April 15, 2024, and ending April 15, 2026. The Operating Agency is hereby granted an option to extend the term of this agreement for additional one-year periods up to a maximum of three (3) years provided the Operating Agency is (a) not in breach of this agreement, (b) remains fiscally and administratively sound, and (c) the City is satisfied with the performance of the Operating Agency, specifically in rendering services to the public during the previous term. If the Operating Agency elects to exercise its option to extend this agreement, it shall do so by written notice delivered to the City no less than ninety (90) days prior to the current term expiration. In any event, the term shall not be extended past April 15, 2029, and there shall be no extensions of this agreement thereafter.

- B. Section B of the Third Amendment to the Operation and Use Agreement is hereby deleted and *Section 4. Operational Requirements and Scope of Services* as originally stated in the Master Agreement is restated and understood to have been in full force and effect during the term of the agreement.

IN WITNESS THEREOF the parties have executed this **Fourth Amendment to the Operation and Use Agreement** as of the date first written above.

City of Tacoma:

Elizabeth A. Pauli
City Manager

Allyson Griffith
Neighborhood and Comm. Serv. Director

APPROVED AS TO FORM:

Deputy City Attorney

Operating Agency:

Tracy Kahlo
Washington State Parents
are Vital in Education

Joseph LeRoy
Hope Sparks