

## INTERLOCAL AGREEMENT

for

### SECURITY AND STAFFING SERVICES AT THE SPOKANE FALLS COMMUNITY COLLEGE TRANSIT STATION

This Interlocal Agreement ("Agreement") is between **Washington State Community College District #17**, hereinafter referred to as Community Colleges of Spokane or "CCS;" and the **Spokane Transit Authority**, a municipal corporation of the State of Washington providing public transportation services in accordance with Chapter 36.57A RCW, hereinafter referred to as "STA;" and jointly hereinafter referred to as the "Parties."

WHEREAS, pursuant to a Ground Lease Agreement executed on March 20, 2019; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes the Parties to enter into agreements for joint or cooperative action and to perform certain functions which each may legally perform.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which CCS will provide to STA the safety and security of passengers at the Spokane Falls Community College Transit Station ("Transit Station"). This Agreement shall also permit STA transit operators access to and use of designated restrooms in Building 7 on the Spokane Falls Community College ("SFCC") campus during STA operating hours and sets out the Parties' responsibilities related to such access.

#### 2. RESPONSIBILITIES.

##### A. CCS Responsibilities.

- i. As necessary, CCS security staff shall respond to damaging and/or disrupting events caused by STA employees, agents, guests, patrons, or invitees in and around the Transit Station. Additionally, CCS security staff shall respond to damaging and/or disrupting events caused by STA employees, agents, guests, patrons, or invitees on the SFCC campus if it can be mutually confirmed by CCS and STA security staff that the damaging and/or disrupting is caused by an individual with no affiliation to the SFCC campus and who traveled to SFCC's campus by STA public transportation service for the purpose of causing the damaging and/or disrupting event. Such mutual confirmation of causation shall be documented in writing and signed by CCS and STA security staff. If CCS and STA are not able to mutually confirm the above provisions, the dispute shall be resolved in accordance with Section 18 of this Agreement.
- ii. CCS shall immediately inform STA security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, or disruptive behavior within the Transit Station.

- iii. CCS shall not be responsible to regularly staff the Transit Station. A CCS limited commissioned officer may, however, obtain recorded video of the Transit Station by contacting the STA Security Office.

**B. STA Responsibilities.**

- i. STA shall pay CCS for the services detailed in Section 2(A) of this Agreement, including reimbursing CCS as necessary for all CCS security staff time required to respond, intervene, investigate and document all damaging/disrupting events caused by STA's employees, agents, guests, patrons, or invitees in and around the Transit Station or when CCS and STA security staff have determined a damaging and/or disrupting event was caused by an individual with no affiliation to the SFCC campus and who traveled to SFCC's campus by STA transportation for the purpose of causing the damaging and/or disrupting event.
- ii. STA shall install adequate lighting and a video surveillance system with image capture for the Transit Station.
- iii. STA shall immediately inform CCS's campus security staff by calling (509) 533-3333 of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, STA Rules of Conduct violations, or disruptive behavior within the Transit Station or any ridership-related incidents that move on to campus from the Transit Station.
- iv. STA shall be solely responsible for enforcing the STA Rules of Conduct.
- v. STA shall provide CCS a written monthly report of all incidents on the Premises to which STA security personnel responded in form necessary to allow CCS to meet its obligations under the Clery Act, 20 U.S.C. § 1092(f). This report shall be provided to CCS no later than the tenth (10<sup>th</sup>) day of each month. STA shall fully cooperate with any and all investigations initiated by CCS.
- vi. STA security staff shall work with CCS security staff to document and determine causation of damaging and/or disrupting events as referenced in Section 2(A) of this Agreement.

3. COMMUNICATION. CCS security officers may have direct communication with the STA Security Office. Additionally, any immediate security issues should be reported to this office (twenty-four hours a day, seven days a week) via (509) 444-6817.

4. DURATION / TERMINATION. Subject to its other provisions, the period of performance shall commence upon mutual execution by the Parties. This Agreement shall run concurrent with the Ground Lease Agreement (executed on March 20, 2019 and attached hereto as Attachment A) and be completed on March 20, 2039. This Agreement shall be reviewed annually beginning January 1, 2021.

5. COMPENSATION. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. STA shall pay CCS \$32.03 per hour for the services detailed in Section 2(A) of this Agreement. Compensation under this Agreement shall be recalculated on an annual basis beginning July 1, 2020.

6. PAYMENT. CCS shall submit quarterly applications for payment addressed to the address specified in Section 12 herein. Payment to CCS will be made by check within ten (10) days of receipt of invoice to the remittance address specified in Section 12 herein. Upon expiration of the Agreement, invoices shall be paid, if received within thirty (30) days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within thirty (30) days after the end of the fiscal year.

7. FUNDING CONTINGENCY. In the event funding from state, federal, or other sources for the services provided pursuant to this Agreement is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to termination or expiration of this Agreement, the Parties may mutually agree to:

- A. Terminate this agreement with 60 days advance notice. If this Agreement is terminated according to this provision, the Parties shall only be liable for services rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- B. Renegotiate the terms of the Agreement under any new funding limitations and conditions; or
- C. Pursue such other alternatives as the Parties mutually agree to in writing.

8. AUDIT / RECORDS. The Parties shall maintain for a minimum of six (6) years following final payment all records related to their performance of this Agreement. Each Party shall provide access to authorized representatives of the other Party, the State Auditor's office, and federal officials so authorized by law at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

9. ORDER OF PRECEDENCE. In any event, of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes, and local laws, rules and regulations;
- B. March 20, 2019 Ground Lease Agreement (Attachment A);
- C. Interlocal Agreement for Security and Staffing Services at Spokane Falls Community College Transit Station;

D. Any other provisions of the Agreement, including materials incorporated by reference.

10. RESTROOM ACCESS.

- A. CCS hereby confers a non-exclusive right of access to STA to certain real property identified as Spokane County Parcel No. 25113.0024 (the "Premises"). CCS shall permit STA transit operators access to and use of its designated restrooms ("Restrooms") in Building 7 on the Spokane Falls Community College ("SFCC") campus during STA operating hours. A Map of the SFCC campus is attached hereto and incorporated herein as Attachment B.
- B. CCS shall issue STA "Prox" cards for use by transit operators to gain access to Restrooms, which shall be secured by CCS. STA shall reimburse CCS for its reasonable costs associated with the issuing of Prox cards to STA.
- C. SFCC doors are in "locked status" after 6:00 p.m. STA shall ensure that STA transit operators return the utilized door to locked status for any use past 6:00 p.m. STA shall be solely responsible for any and all damages resulting from the failure of a transit operator not returning the door to locked status.
- D. CCS agrees to provide STA access to and use of Restrooms without specific compensation for such access and use.
- E. CCS has no planned improvements that will impede STA's access to the Restrooms or Premises. Should CCS proceed with improvements or maintenance which may impede access for STA, CCS shall provide STA with thirty (30) days advanced written notice of such activity and provide STA access to alternative restrooms during such term until all improvements or maintenance is complete and access to the Restrooms is restored. Any costs of improvement, maintenance or repair to the Restrooms or Premises will be the sole responsibility of CCS.
- F. CCS shall be solely responsible for supplying all utilities; performing all janitorial services and providing restroom consumables; performing all maintenance and necessary repairs; and disposal of all refuse for the Restrooms.
- G. STA shall have the right to access and use Restrooms during STA service operating hours. STA shall make no other use of the Premises.

11. NOTICES. All notices, requests, claims, demands, and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

<b>Community Colleges of Spokane</b>	<b>Spokane Transit Authority</b>
Greg Stevens Chief Strategy Officer Community Colleges of Spokane 501 N. Riverpoint Blvd. Spokane, WA 99202  E: Greg.Stevens@ccs.spokane.edu P: (509) 434-5037	Robert West (or Successor) Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: rwest@spokanetransit.com P: (509) 325-6062

12. OPERATIONAL COMMUNICATIONS. Any operational and/or administrative communications required by the Parties hereunder shall be directed to the Parties' representatives below:

<b>Community Colleges of Spokane</b>	<b>Spokane Transit Authority</b>
Ken DeMello SFCC Director of Security Spokane Falls Community College 3410 W. Fort George Wright Dr. Spokane, WA 99203  E: Kenneth.DeMello@ccs.spokane.edu P: (509) 533-3407	Nancy Williams (or Successor) Director, Human Resources Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: nwilliams@spokanetransit.com P: (509) 325-6081

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the Parties' representative as set forth above, or as may be revised by written notice in accordance with Section 11 herein.

13. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

14. RELATIONSHIP OF THE PARTIES. No agent, employee, servant or representative of CCS shall be deemed to be an employee, agent, servant or representative of STA for any purpose. Likewise, no agent, employee, servant or representative of STA shall be deemed to be an employee, agent, servant or representative of CCS for any purpose.

15. RESPONSIBILITIES OF THE PARTIES. Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

16. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

Such insurance policy or policies shall not be reduced or cancelled without one hundred and eighty (180) days prior written notice.

17. ANTI-KICKBACK. No officer or employee of CCS, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

18. DISPUTES. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

19. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

20. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

21. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender expression or identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. In the event of a Party's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be immediately terminated.

## 22. MISCELLANEOUS.

- A. Non-Waiver. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

- B. Entire Agreement. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
- C. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

23. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section 1 above.
- B. Duration. See Section 4 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be Filed. CCS shall file this Agreement with the Spokane County Auditor or place it on its website or other electronically retrievable public source. STA shall file this Agreement with the Spokane County Auditor or place this Agreement on its website or other electronically retrievable public source.
- F. Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 4 above.
- H. Property Upon Termination. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signature page follows]

24. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**Community Colleges of Spokane**

**Spokane Transit Authority**



By: Dr. Christine Johnson  
Title: Chancellor

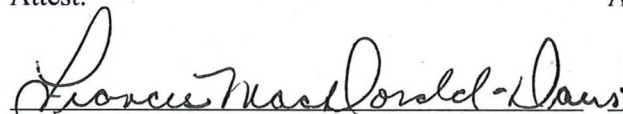
Date: 2/13/2020



By: E. Susan Meyer  
Title: Chief Executive Officer

Date: 3.17.2020

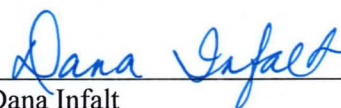
Attest:



By: Ronce  
Title: Notary

Date: 02/13/2020

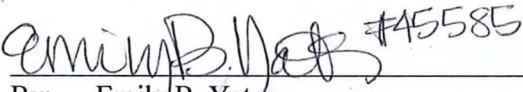
Attest:



By: Dana Infalt  
Title: Clerk of the Authority

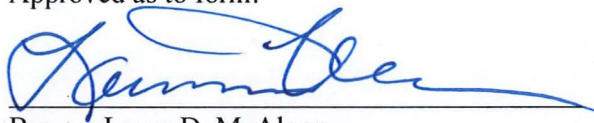
Date: 3-17-20

Approved as to form:

 #45585

By: Emily B. Yates  
Title: Assistant Attorney General

Approved as to form:



By: Laura D. McAloon  
Title: Legal Counsel

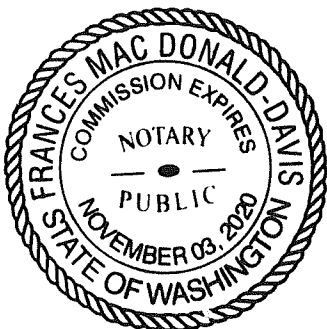


**Community Colleges of Spokane:**

State of Washington

County of Spokane

I certify that I know or have satisfactory evidence that Christine Johnson, Ph.D., Chancellor of, Community Colleges of Spokane, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Chancellor of Community Colleges of Spokane to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02/13/2020Signature of Notary Public: Frances MacDonald-Davis

Title: Frances MacDonald-Davis, Executive Assistant, CCS

License: 163270

My appointment expires: November 3, 2020.

ATTACHMENT A  
GROUND LEASE AGREEMENT  
EXECUTED MARCH 20, 2019

## GROUND LEASE AGREEMENT

### SFCC Transit Station

THIS GROUND LEASE AGREEMENT (hereinafter "Agreement") made and entered into this 20 day of March, 2019 ("Effective Date"), by and between Washington State Community College District #17 hereinafter referred to as Community Colleges of Spokane ("Lessor"), and Spokane Transit Authority ("STA"), a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW ("Lessee"). Lessor and STA are individually referred to as a Party and together as Parties. This Agreement supersedes all previous lease agreements between the Parties.

WHEREAS, the property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 in Spokane County, Washington known as Spokane Falls Community College (SFCC) is owned by the State Board for Community and Technical Colleges in fee simple for the benefit of the Lessor and used for the SFCC campus; and

WHEREAS, Lessor and STA desire to jointly provide for the availability of public transportation services and related uses on and immediately surrounding Lessor's SFCC campus; and

WHEREAS, STA desires to lease, as ground lessee, from Lessor land located on the SFCC campus for the sole purpose of constructing and operating a Transit Station, as further defined herein, to provide public transportation services to the campus and surrounding area; and

WHEREAS, Lessor desires to lease, as ground lessor, such real property to STA under the terms and provisions set forth in this Ground Lease;

NOW, THEREFORE, for and in consideration of the mutual promises covenants, and performances herein contained, the Parties agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide STA with the use of the Premises to construct and operate a Transit Station, and all similar and related activities for the benefit of Lessor's students, faculty and staff and other STA transit patrons. STA has no intention of using the Premises for any other activity.

## 2. DEFINITIONS

“Ground Lease Term” means the initial term of this Ground Lease and any subsequent renewal term as mutually agreed in writing by the Parties.

“Permitted Encumbrances” means, as of any particular time, (i) this Ground Lease; (ii) utility access and other easements and rights-of-way, restrictions and exceptions which will not interfere with the operation of the Transit Station or impair the marketability of title to the Premises or Transit Station; (iii) the continuing control of the Property by STA, to the extent required and necessitated by the Federal Transit Administration and subject to this Ground Lease; (iv) STA’s exclusive use of the Transit Station, as defined herein; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Premises and as do not, in the opinion of Lessor’s counsel, materially impair the operation or marketability of title to the Premises.

“Premises” means that certain real property located at 3410 W. Fort George Wright Dr., Spokane, WA 99224 on the SFCC campus. The legal description of the property is as follows:

Parcel number 2511.3.0022.

11-25-42 PTN OF SW1/4 DAF; BEG AT SW COR OF SE1/4 OF SEC 10 -25-42 TH S89DEG 15MIN E ALG SLN SD SEC 2433.5FT TO INTERSEC WITH C/L OF GNRY CO 100FT R/W SD P T BEING 186.2FT WLY FROM SE COR OF SD SEC10 TH ALG SD C/L NWL Y AT ANG OF 59DEG 01MIN WITH S L N OF SD SEC 10 N30DEG 14MIN W 9 .78FT THN41DEG 14MIN 30SDS E 84.70FT TO JUNCTION OF C/L S OF GOV WAY WITH C/L OF FT GEO WRIGHT DR AT WLY TERMINUS OF SD DR TH CONT ALG SD C/L N41DEG 14MIN 30SDS E 145.9FT TO BEG OF CURVE CONC TO RT HAVING RAD OF 573FT TH AL G SD CURVE NELY 392.21FT THRU C/ A OF 39DEG 13MIN TH N80DEG 27MIN 30SDS E 321.57FT TO BEG OF CURVE CONC TO LEFT HAVING RAD OF 1572.09FT TH ALG SD CURVE NELY DIST OF 597.68FT THRU C/A OF 21DEG 46MIN 53SDS TO INTERSEC WITH CENTER LN OF RANDOLPH RD SD C/L BEI NG NON-TANG CURVE CONCAVE TOWEST HAVING RAD OF 2109.28FT & C/A OF 18DEG 55MIN 17SDS LONG CH BEARS N13DEG 57MIN 23SDS W 693.44FT FROM SD PT OF INTERSEC & SD PT BEING THE TRUE POB TH ALG SD CURVE NLY 695.63FT THRU SD C/A OF 18DEG 55MIN 17SDS TH N21DEG 27MIN 12SDS E 733.37FT TH N 5DEG 10MIN 30SDS E 351.66FT TO I NTERSEC WITH S/L OF ELLIOTT DR SD C/L BEING NON-TANG CURVE CONC TO N HAVING RAD OF 955.37FT TH ALG SD C/L ALGSD CURVE ELY 100.58FT THRU C/A OF 6DEG 02 MIN TO BEG OF TANG CURVE CONC TO LEFT HAVING RAD OF 2864.93FT LONG CH 955.37FT RAD CURVE BEARING N89DEG 20MIN E 100.56FT FROM SD PT OF INTERSEC ALG SD 2864.93FT RAD CURVE ELY 357.52FT THRU C/A OF 7DEG 09MIN TH N78DEG 19MIN E 297.30FT TO BEG OF

CURVE CONC TO LEFT HAVING RAD OF 819.02FT TH ALG SD CURVE NELY 116.26FT THRU C/A OF 8DEG 08MIN TH S27DEG50MIN E 339.07FT TO C/L OF FT GEO WRIGHT DR TH ALG SD C/L S62DEG 10M IN W 207FT TO NON-TANG CURVE CONC TO W HAVING RAD OF 1994.73F T TH ALG SD CURVE SLY 557.03FT THRU C/A OF 16DEG 0MIN LONG CH BEARSS15DEG 39MIN 30SDS W 555.22FT FROM BEG OF SD CURVE TH S 0DEG 04MIN 13SDS E 1009.97FT TO INTERSEC WITH C/L OF UNNAMED RD SD C/L BEING A NON TANG CURVE CONC TO N HAVING A RAD OF 533FT TH ALG SD CURVEWLY 114. 73FT THRU C/A 12DEG 20MIN LONG CH BEARS N87DEG 01MIN W 114.51FT FROM SD PT OF INTERSEC TH N80DEG 51MIN W 675.39FT TO AN INTERSEC WITH C/L OF FT GEO WRIGHT DR SD C/L BEING NON TAN CURVE CONCTO NW HAVING RAD OF 1572.09FT TH ALG SD C/L CURVE SWLY 39.46FT THRU C/A OF 1DEG 26MIN 18SDS TO TRUE POB EXC PTN DEEDED TO CENTRAL PRE-MIX BY DOC 330398C EXC ROADS.

The Property is to be utilized by STA for purposes of constructing and operating its Transit Station, and as further described and depicted in Exhibit A, attached hereto and fully incorporated herein by reference.

“Reasonable Time” shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching Party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

“Transit Station” means the transit facilities, amenities and appurtenant improvements constructed by STA on the Premises, consisting of transit travel lanes, bus bays and bay posts, platforms, shelters, route signage and posts, interior and exterior lighting, electronic real-time arrival and departure signage and post(s), benches, and walkways necessary to provide public transportation services; fare validation and fare procurement systems, and transit service information displays/kiosks as depicted in Exhibit A, attached hereto and fully incorporated herein by reference. A Transit Station serves as a point of origination or destination for riders, rather than a transit center served by multiple routes and utilized for transfers in addition to a point of origination or final destination.

3. DEMISING CLAUSE

Lessor does hereby lease to STA, subject only to Permitted Encumbrances, the Premises, in accordance with the terms of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein, for the sole purposes of designing, constructing and operating public transportation services on the Premises. STA shall make no other use of the Premises without the prior written consent of Lessor.

4. TERM

This Ground Lease shall commence and be effective as of [DATE]. The initial term of the Ground Lease shall be for a period of twenty (20) years from the commencement date unless terminated sooner as authorized herein. After completion of the initial term, the Parties may renew the Ground Lease by mutual written agreement for subsequent renewal terms as agreed. Any agreement to extend the lease will contain a provision allowing the Lease to be terminated with twelve (12) months written notice by Lessor.

5. RENT

The STA shall pay to Lessor an annual rent equal to \$6,970.00 per year. Rent shall be due and payable by STA on the initial effective date of the Ground Lease and on each one year anniversary thereafter. STA may prepay all or some of the rent for the initial term and any subsequent term(s) as defined in Section 3 herein.

Rent under this Ground Lease shall be recalculated every three (3) years as of the anniversary of the effective date set forth herein. Rent shall be calculated based on the number of parking spaces lost by Lessor due to construction multiplied by the current cost of a parking permit.

6. INSURANCE

In addition to the base monthly rent, if the Lessor's property insurance premiums should increase due to the construction and operation of the Transit Station, the Lessee agrees to pay a pro-rata share of insurance premium costs assessed against the property. Lessor shall provide Lessee with documentation from its insurance carrier or risk pool of any actual increase in property insurance premiums as a result of the construction and operation of the Transit Center. Upon acceptance of such documentation, Lessee shall increase the annual rent due Lessor by the amount

of the increased property insurance premium. Lessee retains the right to seek review of any such premium increase with the insurance carrier or risk pool.

## 7. TRANSIT STATION IMPROVEMENTS AND CONSTRUCTION

A. STA shall plan, construct and operate on the Premises its Transit Station subject to the following terms and conditions:

(1) Design, Bid, Contract and Supervise Construction. STA, at its sole expense, shall design, bid, enter into all contracts for, and supervise the design and construction of the Transit Station. STA shall obtain or verify the acquisition of any and all required licenses, permits, bonds, authorizations and other documentation as required by law, prior to issuance of the notice to proceed to STA's Contractor.

(2) Construction or Mechanics Liens Prohibited. STA shall keep the Transit Station and the improvements free from any liens arising out of work or services performed, materials furnished, or any other obligations incurred by STA as a result of such construction. Other than Permitted Encumbrances, STA shall not permit the property to become encumbered or otherwise alienated without prior written approval of Lessor. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after date of filing.

(3) Construction Site. All construction activities and ingress/egress to the construction site will be confined to such geographical areas as will be designated by the Parties on a map to be appended to this Ground Lease prior to commencement of construction. During construction Lessor agrees to grant all necessary temporary and/or permanent easements for all activities, contractors, sub-contractors, staging, ingress and egress related to construction. STA shall provide at their own expense portable toilet facilities on the construction site. SFCC facilities shall not be used by STA employees, contractors, and subcontractors during the term of this Lease.

(4) During design and construction, STA shall be responsible for risk of loss or injury to persons or property within the construction area and arising out of STA's construction activity on the Premises or arising from STA's planning and preparation for construction. STA does hereby indemnify, defend, and hold the Lessor harmless from

any claims, demands, costs, charges, and expenses arising from STA's planning, preparation and/or construction activity on the Premises.

(5) STA, at its expense, shall comply with all applicable state and local laws in the planning and construction of any improvements on the Premises. STA will assume full responsibility for complying with all requirements of the State Environmental Policy Act and will assume lead agency status thereunder.

(6) SFCC and Lessor Plan Approval. At all times during each phase of planning, design and construction of the Transit Station, STA shall consult with Lessor and SFCC. STA shall obtain prior approval of the final plans and designs for the Transit Station from Lessor prior to the issuance of the notice to proceed to STA's contractor. STA's designs and plans shall be consistent with current and future planned SFCC architectural designs. Transit Station signage, building's façades, surfaces and landscaping shall be consistent with the overall SFCC campus design and standards. Proposed plans and designs may be rejected, and approval withheld, only where the proposals presented are aesthetically or physically incompatible with the physical surroundings or functionally incompatible with the mission and/or Master Plan of the Lessor. Lessor shall respond to requests for approval in not more than seven (7) business days. The approval required by this paragraph shall not apply to routine maintenance or emergency repairs which are necessary for the preservation of life or property. Lessor shall also have right of approval over landscaping design, provided that such approval may be withheld only where the proposed landscape design is aesthetically or functionally incompatible with the surroundings or inconsistent with overall campus design/standards.

(7) As part of the construction phase, STA shall at their own expense, make the necessary improvement to the entrances/surface roadways in order to sustain an increase in bus traffic. STA shall pay all costs associated with ongoing repairs and or maintenance necessary to sustain ongoing bus traffic to the satisfaction of the Lessor.

B. Lessor hereby authorizes STA to have installed such utility services as may be required for STA's construction of the Transit Station and the use of the Premises during the term of this Ground Lease. STA shall pay all costs of such utility installations and associated charges and fees. Lessor agrees to grant such easements as are necessary for the installation and



maintenance of utility services to the Transit Station provided only that such be installed in coordination with Lessor on the least disruptive route possible.

C. STA shall carry and maintain in full force and effect throughout the term of this lease public liability and property damage insurance with the Washington State Transit Insurance Pool, a risk pool authorized by the State of Washington, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Lease. This insurance shall cover such claims as may be caused by any act, omission or negligence of the Lessee or its officers, agents, representatives or assigns. The limits of liability insurance, which may be increased from time to time as deemed necessary by the State, shall not be less than as follows:

General Aggregate Limits:	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit	\$5,000

Such insurance policy or policies shall not be reduced or cancelled without one hundred and eighty (180) days prior written notice to Lessor. Written proof of such insurance shall be provided within ten (10) days of the commencement of this Lease for an initial one (1) year period. Lessee shall annually provide to Lessor proof of continuation of said insurance in the amounts and terms indicated above.

Please be advised that all SFCC, District 17 (which includes Lessor) employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or SFCC, District 17. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.1320.

As between Lessee and Lessor only, each of these Parties agree to be responsible for damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, officers, agents, or invitees. Neither of the Parties to this Lease assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation, not a party to this Lease. Additionally, for the purposes of this Lease only, neither of the Parties to this Lease shall be considered the agent of the other party.

D. STA agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to

comply with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

E. STA is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Transit Station.

F. Governmental Fees: All fees due to the City, County or State on account of any inspections made on the Transit Station by any officer thereof shall be the responsibility of and paid for by the Lessee for the duration of the lease.

G. The provisions of this section shall apply to the Transit Station constructed by STA on the Premises and to any subsequent alterations, remodeling, additions or further improvements to the Transit Station or the Premises constructed by STA.

#### 8. MAINTENANCE OF TRANSIT STATION

STA, at its own expense, shall maintain the Transit Station, including landscaping, and any improvements constructed thereon, in a presentable manner comparable to the condition of other facilities of the Lessor on its college campus during the term of this Lease. Additionally, STA, at its own expense, shall endeavor to ensure student/bus traffic safety by maintaining the crosswalks both within the Transit Station and immediately adjacent to the Transit Station. STA shall be responsible for the removal of snow and ice from lanes, sidewalks and public walkways located on the Transit Station and for keeping the Transit Station free from litter and debris. STA shall permit no waste, damage or injury to the Premises. If at any time Spokane Clean Air Authority or another mutually agreed upon enforcement agency, determines that bus emissions are affecting campus building air quality, the Parties agree that the Transit Station operations shall cease and/or be curtailed pending the identification and implementation of a solution that will mitigate the air intake/emission issue. STA is responsible and must pay for any repairs necessary to the Premises and all buildings, fixtures and improvements at any time during the term of the Lease to the satisfaction of the Lessor. During the hours when the Transit Station is not operating Lessor shall

have the right to access the Transit Station in the case of any emergency, to take whatever action it deems necessary for the public health, safety, welfare or interest, to maintain, repair or shut down the Transit Station. In such event, Lessor shall give STA the earliest notice practicable.

#### 9. SECURITY OF TRANSIT STATION

STA shall install adequate lighting and a video surveillance system with image capture for the Transit Station. Additionally, STA shall reimburse Lessor for all security staff time required to respond and intervene to damaging/disrupting events caused by STA's employees, agents, guests, patrons, or invitees. STA acknowledges that the Transit Station is located on SFCC's campus and accordingly students and faculty are subject to the rules, policies, and procedures of the Lessor, as well as the laws, rules and regulations of STA, the City of Spokane and the state regarding the conduct of persons using public transportation. Lessor shall immediately inform STA security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior within the Transit Station. STA shall immediately inform Lessor's campus security staff of any potential or current Transit Station security incidents including, but not limited to, any potential or current criminal activity, breaches of the peace, conduct code violations, or disruptive behavior at the Transit Station or any ridership-related incidents that move on to campus from the Transit Station. STA security personnel shall provide Lessor with a written monthly report of all incidents on the Premises involving STA security personnel in form necessary to allow Lessor to meet its obligations under the Clery Act, 20 U.S.C. § 1092(f). Such report shall be provided to Lessor not later than the 10<sup>th</sup> day of each month. STA will fully cooperate with any and all investigations initiated by the Lessor.

Smoking shall be prohibited except in designated areas. The use and possession of alcoholic beverages and/or controlled substances shall be prohibited and not tolerated. STA recognizes that the Transit Station is located on a college campus and will take reasonable measures to ensure and comply with the Federal Drug-Free Workplace Act of 1988 and Drug Free Schools and Communities Act of 1989.

#### 10. COMPLIANCE WITH LAW

STA, at its own expense, shall keep and use the Transit Station, and any improvements or facilities constructed thereon, in accordance with applicable federal, state, and local laws, and specifically including the health, safety and building ordinances and regulations of the City of Spokane and Spokane County.

#### 11. STA USE AND CONTROL OF TRANSIT STATION

Subject to the provisions of this Ground Lease, the control and administration of the Premises, Transit Station and any transit facilities, buildings, fixtures or other improvements constructed on the Premises by STA are solely and exclusively in STA control during the Ground Lease Term.

#### 12. ASSIGNMENT/SUBLEASE

STA may not assign this Lease or sublet the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessors shall respond to approve or disapprove a request for consent within sixty (60) days of receipt of the request. If such response is not received within sixty days, it will be considered approved and STA will proceed with sublease. Where assignment is permitted, such assignee assumes, in full, the obligations of Lessee under this Ground Lease Agreement. Dissolution of Lessee by the voters pursuant to RCW 36.57A.160 shall initiate the judicial administration of STA's obligations under this Ground Lease Agreement pursuant to Ch. 53.48 RCW.

#### 13. EXPENSES

During the term of this Agreement, Lessor shall pay all real estate taxes, all property assessments and storm water fees. STA shall pay all public utility costs associated with the operation of the Transit Station which shall be used in or charged against the leased Premises during the full term. All utility service to the Transit Station needed for STA operations shall be separately metered.

Lessee shall be solely responsible for maintenance and trash removal to the Transit Station.

#### 14. HAZARDOUS SUBSTANCES

Lessee will not cause or permit any activities on the Premises that directly or indirectly could result in the Premises or surrounding property being contaminated with Hazardous Substances. Hazardous Substances shall mean any substance or material designated as hazardous or toxic waste or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance in effect presently or in the future.

Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. Lessor shall indemnify, protect, defend, and hold Lessee, its agents, employees and the Premises, harmless from and against any and all losses, damages, liabilities, judgments, costs claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising during or after the Lease term out of or in any way relating to the presence of any Hazardous Substance that was not brought onto the Premises or surrounding property by or for the Lessee.

No termination, cancellation, or release agreement entered into by Lessee and Lessor shall release Lessee and Lessor from their respective obligations under this Lease with respect to Hazardous Substances.

#### 15. REIMBURSEMENT FOR DAMAGE

STA hereby agrees to reimburse the Lessor for property damages and disruption to the SFCC property caused by the negligence or actions of its employees, agents, guests, patrons, or invitees. Lessor hereby agrees to reimburse STA for property damage to the Premises or Transit Station caused by the negligence or actions of Lessor's employees, agents, guests, patrons, or invitees. Additional reimbursement would include security staff time required to respond and intervene in such damaging/disrupting events. Damages payable under this section shall be limited to actual damages, as demonstrated by invoices, vouchers or other supporting documents.

#### 16. WAIVER OF SUBROGATION

Lessee and Lessor each hereby waive any right of recovery against the other due to loss of or damage to the property of either party when such loss or damage to property arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured, or non-insured.

#### 17. DUTY TO CURE

Upon receiving notice of a condition requiring cure, the non-breaching Party shall initiate and complete cure or repair of such condition within a Reasonable Time. A condition requiring cure includes any condition resulting from a breaching Party's failure to carry out any obligation under the Lease.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within the applicable Reasonable Time, the breaching Party shall immediately notify the non-breaching Party. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within the applicable Reasonable Time and provide the earliest date that the work can be completed. It is not a justifiable ground for delay that the Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts either the operations of STA or Lessor, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises. All other conditions shall be a "non-emergency condition." Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness of a condition independent of any such notice.

#### 18. SELF HELP

If the breaching Party does not cure within a Reasonable Time, the nonbreaching Party may cure all or part of the default after providing notice to the breaching Party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. The nonbreaching Party will submit properly executed vouchers and proof of payment of the actual

costs of the cure to the breaching Party, who shall remit payment to the non-breaching Party within thirty (30) days of receipt.

The nonbreaching Party is under no obligation to cure some or all of the default of the breaching Party. To the extent that the nonbreaching Party does not cure the default, the nonbreaching Party may pursue its legal and contractual remedies against the breaching Party. The nonbreaching Party's failure to cure the breaching Party's default does not waive the nonbreaching Party's rights to relief. Nothing herein removes or lessens either Party's obligation to mitigate damages.

19. LESSOR'S ACCESS/USE OF PREMISES

The Lessor shall have and retain the non-exclusive right to use the Premises for ingress, egress, parking and vehicle and pedestrian circulation, provided Lessor shall not impede the operations of STA's public transportation services and operations. Neither Party shall use the Premises in such a way as to deny or impede mutual access thereto except as provided herein.

20. GOVERNING LAW

This Ground Lease is governed by and interpreted under the laws of the State of Washington, and venue, in the event of litigation, shall be in Spokane County Superior Court.

22. LAWS

STA agrees to comply with all applicable ordinances and regulations for use of said property. Lessor acknowledges the authority of STA, through its commissioned security personnel, to enforce all applicable laws, city ordinances and STA's Rules of Conduct on the Premises during the term of this Ground Lease.

23. MERGER AND MODIFICATION

This Agreement constitutes the sole agreement between the Parties and there are and will be no oral representations which will be binding upon any of the Parties hereto. No amendment or modification of this Agreement shall be effective unless executed in writing by the respective Parties.

24. TERMINATION

A. STA may terminate this lease at any time by giving twelve (12) months advance written notice to Lessor, said notice to be sent by regular mail to Lessor at the address listed for notices

herein. In the event this lease is not renewed at the conclusion of the initial term or terminated pursuant to the procedures set forth herein, STA shall remove the Transit Station from the Premises at its own expense before the termination date and restore the Premises to their former condition. If any facilities, equipment or improvements are not so removed, Lessor shall have the right to either remove, dispose of or keep any such facility equipment or improvements provided, however, that actual costs incurred for such removal and restoration of the Premises to their former condition shall be paid to Lessor by STA within sixty (60) days of written request therefore. Said request shall identify Lessor's material costs, personnel wage rates and hours required for said removal or restoration to the satisfaction of STA.

B. Lessor may terminate this Lease by giving twelve (12) months advance written notice to STA, said notice to be sent by regular mail to STA at the address listed for notices herein.

## 25. RENEGOTIATION

Prior to any decision by STA to expand the Transit Station to a transit center served by multiple routes, the Parties agree to enter into an automatic negotiation of a new ground lease. This Ground Lease will remain in full force and effect during any negotiation pursuant to this section until a successor Ground Lease is executed by the Parties. If the parties cannot reach an agreement through negotiation, the Ground Lease shall be terminated.

## 26. CONDEMNATION

If any of the Premises as may be required for the Transit Station, are taken by eminent domain, this Lease shall automatically terminate as of the date STA is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, not required for the Transit Station, at STA's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except STA shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits. Neither Party shall institute eminent



domain proceedings regarding the Premises or the Ground Lease during the term of this Ground Lease.

## 27. NOTICES

Any written notice that is provided for or given concerning this Lease may be served on the Party to whom it is intended in person or by sending it by regular mail addressed to such Party as follows:

<b>Ground Lessor</b>	<b>Ground Lessee</b>
Chief Administrative Officer Community Colleges of Spokane 501 N. Riverpoint Blvd, MS - 1004 Spokane, WA 99217-6000  Ph: 509-434-5037  With a copy to: State Board for Community and Technical Colleges Attn: Capital Budget Department 1300 Quince St. SE, 4 <sup>th</sup> floor Olympia, WA 98504	Director of Planning and Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  Ph: 509-325-6089  With a copy to: Contract Compliance Specialist Spokane Transit Authority 1230 W. Boone Ave Spokane, WA 99201

Either Party may change their address by giving written notice of such change to the other Party. Mailed notice shall be deemed received three (3) days after the date of mailing, postage prepaid.

## 28. REPRESENTATIONS AND WARRANTIES

The Lessor, through the State Board for Community and Technical Colleges, has and owns all rights, title and interest in and to the Premises. The Lessor, through the State Board for Community and Technical Colleges, has full power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Lessor does not require any approval or if approval is required it has been duly granted. The Lessor's execution and performance does not contravene any law, regulation, rule or order binding upon it.

29. ARTICLES AND SECTION HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

30. SEVERABILITY

If any clause, provision, paragraph, or sentence of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision, paragraph, or sentence shall not affect any of the remaining clauses, provisions, paragraphs, or sentences hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected, and the obligations hereby be enforced, as if such illegal or invalid clause, provision, paragraph, or sentence had not been contained herein.

31. NON-WAIVER OF BREACH

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenants or agreements; but the same shall be and remain in full force and effect.

32. ESTOPPEL CERTIFICATES

Lessee and Lessor agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, the contents of such modifications), whether any party is in default or breach of this Lease, and the dates to which the rent and other charges have been paid in advance, if any.

33. AMENDMENTS

This lease and any provision thereof may be amended by mutual written agreement of the Parties hereto and said amendments shall be deemed incorporated herein.

### 34. TRADEMARKS AND LOGOS

The Parties are each prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining the written consent of the other Party.

During the construction phase of this Ground Lease Agreement, STA will publicize the upcoming improved transit operations at the Transit Station and Lessor authorizes STA to utilize the trademarks and logos of Lessor for the Transit Station's public information materials. The Parties acknowledge that this Ground Lease Agreement constitutes Lessor's written consent for such use.

### 35. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the Washington State Auditor's office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail. Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OF THIS GROUND LEASE.

LESSEE:

SPOKANE TRANSIT AUTHORITY

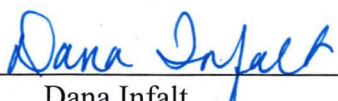
E. Susan Meyer  
By: E. Susan Meyer  
Title: Chief Executive Officer  
Date: 3.27.19

LESSOR:


COMMUNITY COLLEGES OF SPOKANE

Christine Johnson  
By: Christine Johnson  
Title: Chancellor  
Date: 3/20/19

Attest:

  
By: Dana Infalt  
Title: Clerk of the Authority

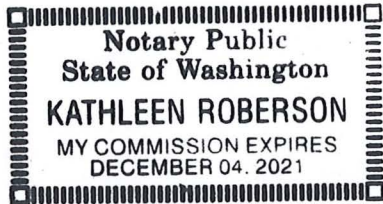
STATE BOARD FOR COMMUNITY AND  
TECHNICAL COLLEGES

  
By: Jan Yoshiwara  
Title: Executive Director  
Date: 4-19-19

**LESSEE SPOKANE TRANSIT AUTHORITY:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **E. Susan Meyer** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Chief Executive Officer** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.



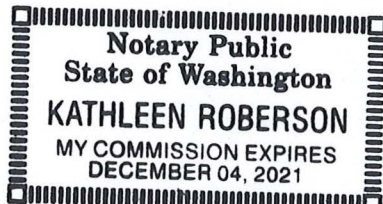
Dated: 3.27.19

Kathleen Roberson  
Signature of Notary Public

My appointment expires 12.04.2021

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Dana Infalt** signed this document on oath, stated that she was authorized to execute it and acknowledged it as the **Clerk of the Authority** of the **Spokane Transit Authority**, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes therein mentioned.



Dated: 3.27.19

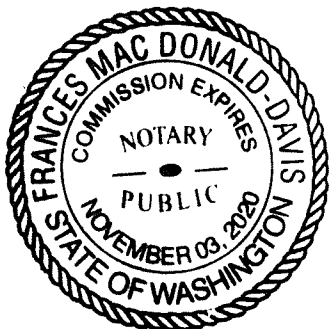
Kathleen Roberson  
Signature of Notary Public

My appointment expires 12.04.2021

**LESSOR COMMUNITY COLLEGES OF SPOKANE:**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that **Christine Johnson, PhD** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Chancellor** of **Community Colleges of Spokane** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.



Dated: 3-20-19

Frances Mac Donald-Davis  
Signature of Notary Public

My appointment expires 11-3-20

Lic # 163270

**STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES:**

STATE OF WASHINGTON  
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that **Jan Yoshiwara** signed this document on oath, stated that she was authorized to execute it and acknowledged it as **Executive Director** of the **State Board for Community and Technical Colleges** to be the free and voluntary act of such a Party for the uses and purposes therein mentioned.



Dated: 4-19-19

Beth J. Gordon  
Signature of Notary Public

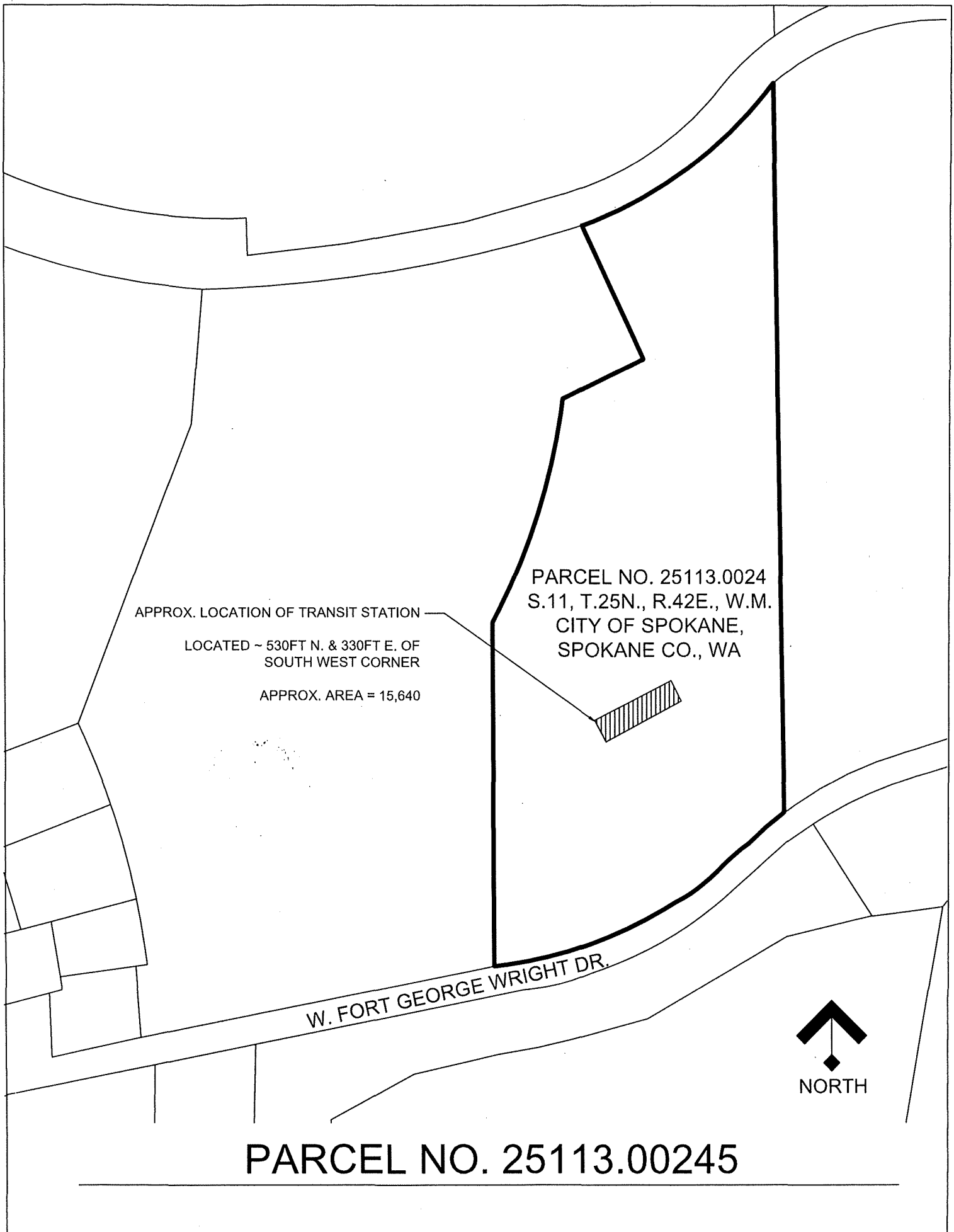
My appointment expires 10-20-19

free and voluntary act of such a Party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_



After Recording Return To:

Spokane Transit Authority  
1230 W. Boone Ave  
Spokane, WA 99201  
Attn: Robert West

6823146 07/17/2019 03:05:25 PM

Rec Fee: \$105.50 Page 1 of 5  
Lease SIMPLIFILE LC E-RECORDING  
Spokane County Washington eRecorded

### MEMORANDUM OF GROUND LEASE

Grantor: WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #17, referred to in Lease as COMMUNITY COLLEGES OF SPOKANE, as Lessor

Grantee: SPOKANE TRANSIT AUTHORITY, a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW, as Lessee

Legal Description: SW 1/4, SEC 11, TSP 25N, R 42EWM - Additional legal on Exhibit "A" Attached hereto

Assessor's Tax Parcel ID#(s): 25113.0024

THIS MEMORANDUM OF LEASE, made and entered into as of the 29 day of May, 2019, by and between WASHINGTON STATE COMMUNITY COLLEGE DISTRICT #17, hereinafter referred to as COMMUNITY COLLEGES OF SPOKANE, as Lessor, and SPOKANE TRANSIT AUTHORITY, a municipal corporation providing public transportation services in accordance with Chapter 36.57A RCW, as Lessee, evidences that pursuant to that certain Ground Lease Agreement (the "Lease"), dated as of March 20, 2019 between Lessor and Lessee, Lessor has agreed to lease to Lessee the property described on Exhibit "A" attached hereto through and until March 19, 2039, or as may be renewed from time to time, unless sooner terminated as provided in the Lease.

This Memorandum is executed for the purpose of giving record notice of the Lease, to which reference is made for the particulars of the transaction.

Lessee:  
SPOKANE TRANSIT AUTHORITY

By: E. Susan Meyer  
E. Susan Meyer, Chief Executive Officer

Lessor:  
COMMUNITY COLLEGES OF SPOKANE

By: Christine Johnson  
Christine Johnson, PhD, Chancellor

ATTEST:

By: Dana Infalt  
Dana Infalt, Clerk of the Authority

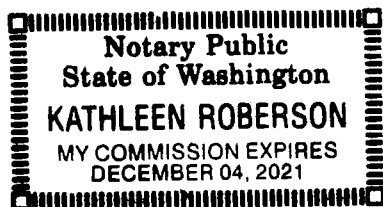
STATE BOARD FOR COMMUNITY AND  
TECHNICAL COLLEGES

By: Jan Yoshiwara  
Jan Yoshiwara, Executive Director



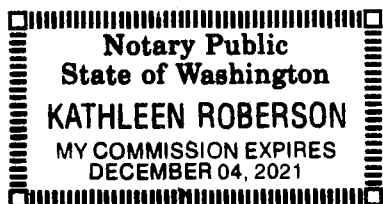
STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

Dated: 6.13.2019  
Kathleen Peterson  
 Signature of Notary Public  
 My appointment expires 12.04.2021



STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

Dated: 6.13.2019  
Kathleen Robinson  
 Signature of Notary Public  
 My appointment expires 12.04.2021



STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

A circular notary seal for Dennis Scott Baker, a Notary Public in the State of Washington. The seal features a rope-like border. Inside the border, the text "DENNIS SCOTT BAKER" is at the top, "COMMISSION EXPIRES" is on the left, "NOTARY PUBLIC" is in the center, and "11-1-20" is at the bottom. A small "STATE OF WASHINGTON" is also visible on the right side of the seal.

Dated: 6-5-19  
1 Kenneth Scott Eaker  
 Signature of Notary Public  
 My appointment expires 11-1-20

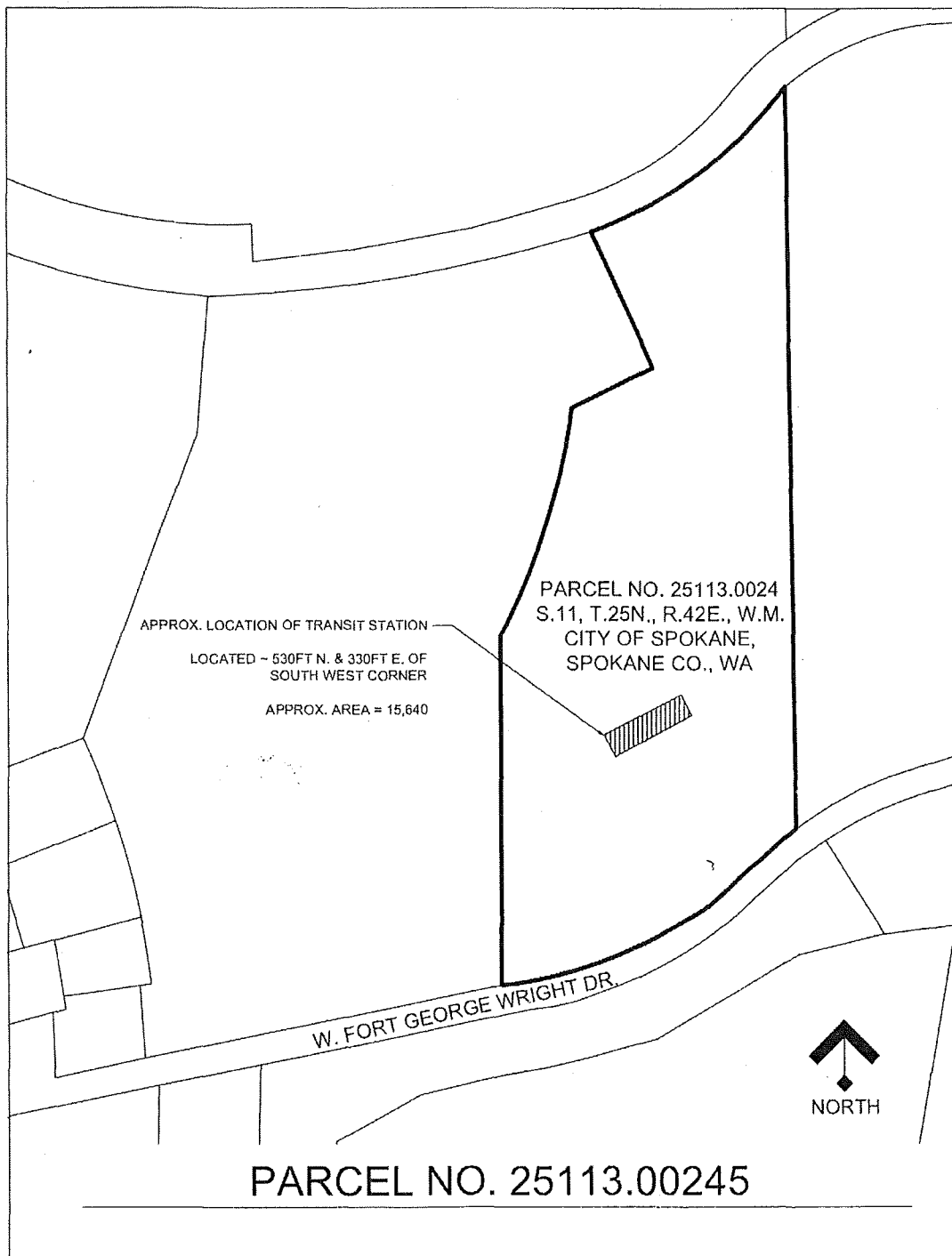
STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

Dated: 5-29-19  
Bruno J. Jander  
 Signature of Notary Public  
 My appointment expires 3-15-23

**Exhibit "A"**

11-25-42 PTN OF SW1/4 DAF; BEG AT SW COR OF SE1/4 OF SEC 10 -25-42 TH S89DEG 15MIN E ALG SLN SD SEC 2433.5FT TO INTERSEC WITH C/L OF GNRY CO 100FT R/W SD P T BEING 186.2FT WLY FROM SE COR OF SD SEC10 TH ALG SD C/L NWLY AT ANG OF 59DEG 01MIN WITH S L N OF SD SEC 10 N30DEG 14MIN W 9.78FT THN41DEG 14MIN 30SDS E 84.70FT TO JUNCTION OF C/L S OF GOV WAY WITH C/L OF FT GEO WRIGHT DR AT WLY TERMINUS OF SD DR TH CONT ALG SD C/L N41DEG 14MIN 30SDS E 145.9FT TO BEG OF CURVE CONC TO RT HAVING RAD OF 573FT TH ALG SD CURVE NELY 392.21FT THRU C/A OF 39DEG 13MIN TH N80DEG 27MIN 30SDS E 321.57FT TO BEG OF CURVE CONC TO LEFT HAVING RAD OF 1572.09FT TH ALG SD CURVE NELY DIST OF 597.68FT THRU C/A OF 21DEG 46MIN 53SDS TO INTERSEC WITH CENTER LN OF RANDOLPH RD SD C/L BEING NON-TANG CURVE CONCAVE TOWEST HAVING RAD OF 2109.28FT & C/A OF 18DEG 55MIN 17SDS LONG CH BEARS N13DEG 57MIN 23SDS W 693.44FT FROM SD PT OF INTERSEC & SD PT BEING THE TRUE POB TH ALG SD CURVE NLY 695.63FT THRU SD C/A OF 18DEG 55MIN 17SDS TH N21DEG 27MIN 12SDS E 733.37FT TH N 5DEG 10MIN 30SDS E 351.66FT TO INTERSEC WITH S/L OF ELLIOTT DR SD C/L BEING NON-TANG CURVE CONC TO N HAVING RAD OF 955.37FT TH ALG SD C/L ALGSD CURVE ELY 100.58FT THRU C/A OF 6DEG 02MIN TO BEG OF TANG CURVE CONC TO LEFT HAVING RAD OF 2864.93FT LONG CH 955.37FT RAD CURVE BEARING N89DEG 20MIN E 100.56FT FROM SD PT OF INTERSEC ALG SD 2864.93FT RAD CURVE ELY 357.52FT THRU C/A OF 7DEG 09MIN TH N78DEG 19MIN E 297.30FT TO BEG OF CURVE CONC TO LEFT HAVING RAD OF 819.02FT TH ALG SD CURVE NELY 116.26FT THRU C/A OF 8DEG 08MIN TH S27DEG 50MIN E 339.07FT TO C/L OF FT GEO WRIGHT DR TH ALG SD C/L S62DEG 10MIN W 207FT TO NON-TANG CURVE CONC TO W HAVING RAD OF 1994.73FT TH ALG SD CURVE SLY 557.03FT THRU C/A OF 16DEG 0MIN LONG CH BEARS S15DEG 39MIN 30SDS W 555.22FT FROM BEG OF SD CURVE TH S 0DEG 04MIN 13SDS E 1009.97FT TO INTERSEC WITH C/L OF UNNAMED RD SD C/L BEING A NON TANG CURVE CONC TO N HAVING A RAD OF 533FT TH ALG SD CURVE WLY 114.73FT THRU C/A 12DEG 20MIN LONG CH BEARS N87DEG 01MIN W 114.51FT FROM SD PT OF INTERSEC TH N80DEG 51MIN W 675.39FT TO AN INTERSEC WITH C/L OF FT GEO WRIGHT DR SD C/L BEING NON TAN CURVE CONCTO NW HAVING RAD OF 1572.09FT TH ALG SD C/L CURVE SWLY 39.46FT THRU C/A OF 1DEG 26MIN 18SDS TO TRUE POB EXC PTN DEEDED TO CENTRAL PRE-MIX BY DOC 330398C EXC ROADS.

See also attached map depiction.



## ATTACHMENT B

# Spokane Falls Community College

3410 W Fort George Wright Dr | Spokane WA 99224-5288

[sfcc.spokane.edu](http://sfcc.spokane.edu)

Campus Safety, Building 16, 509-533-3333

## Building Legend

- 2 Library
- 5 Humanities (Spartan Playhouse)
- 6 Fine Arts
- 7 Student Athletic Center
- 9 Lodge/SCC
- 10 Maintenance
- 11 Photography
- 13 Physical Education Annex/Stadium
- 15 Music/Performing Arts
- 16 Human Services/Campus Safety
- 17 Student Union Building (Student Services)
- 18 Math, Engineering and Technology
- 19 Technical Arts
- 23 Storage
- 24 sn-w'ey'-mn (Business and Social Science)
- 25 Baseball
- 26 Drama Storage
- 27 Magnuson/SCC/SFCC
- 28 Science
- 29 Early Learning Center
- 30 Falls Gateway
- 31 Future Softball

## Campus Parking

**Student**—available in most lots

**Visitor**—paid meter or permit

**EV** ElectricVehicle

**F** Faculty

**M** Motorcycle

**D** Disability

**PM** Parking Meter

**PK** Parking Kiosk cash day permit

**V** Visitor

▲ Smoking Area



Community Colleges of Spokane does not discriminate on the basis of race, color, national origin, sex, disability, sexual orientation or age in its programs, activities and employment. Please direct all inquiries regarding compliance with access, equal opportunity and/or grievances to chief administration officer, CCS, 501 N Riverpoint Blvd, PO Box 6000, MS1004, Spokane WA 99207-6000 or call 509-454-5057, SCC TTY 535-8610/VP 866-948-2811, SFCC TTY 535-3834/VP 509-315-2310. Marketing and Public Relations August 2018 J