

DRAFT

AGREEMENT BETWEEN ASSOCIATED MINISTRIES AND CITY OF TACOMA

THIS AGREEMENT, is made and entered into this ____ day of _____, 2014 (“Effective Date”), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (herein “City”), and **Associated Ministries**, a Washington State nonprofit corporation.

I. RECITALS

WHEREAS, Associated Ministries requests one-time funding in the amount of \$65,000 from the City to support a capital campaign for the renovation of its Tacoma facility; and

WHEREAS, Associated Ministries has been operating for 45 years as a local non-profit community organization with a mission of *uniting people of faith to build stronger communities*;

WHEREAS, Associated Ministries has expanded its programs and services through the years to support residents experiencing crisis related to meeting basic needs, including the assumption of responsibility in 2011 for operating the centralized intake and assessment system for anyone experiencing homelessness in Tacoma and Pierce County; and

WHEREAS, the renovation will allow the organization to respond to the increased foot and phone traffic to the facility associated with the provision of centralized intake services for households in Tacoma and Pierce County experiencing homelessness; and

WHEREAS, the renovation will enhance the ability of Associated Ministries to provide the highest level of service to clients by creating a more hospitable lobby and service center, confidential meeting rooms for conducting interviews/assessments, increased office space, and a call center for staff who respond to requests for assistance; and

WHEREAS, the activities of Associated Ministries directly support the City Council’s Strategic Goal of a *Safe, Clean and Attractive Community*, as well as the Council’s Strategic Policy Priority to: *Strengthen and Support Human Services, Public Education, and Diverse Higher Learning opportunities*; and

WHEREAS, Associated Ministries has carried out a community fundraising campaign since May 2013 in order to cover the costs of completing the renovation.

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

II. AGREEMENT

1. At the point that the Associated Ministries raises at least \$512,000, the City shall provide a one-time payment of \$65,000 to the fundraising effort, bringing the total funds raised to \$577,000 and completing the capital campaign.
2. Funds will be dispersed once Associated Ministries provides documentation demonstrating that it has raised at least \$512,000.
3. Associated Ministries will utilize the City funds and the other funds raised to cover expenses of renovating the direct service center and office building at 901 South 13th, which will provide increased capacity and space to serve vulnerable citizens in Tacoma.
4. Associated Ministries shall provide status reports on the collection of funding for the Project.
5. Associated Ministries will provide services at the renovated facility to approximately 2,000 households per month, including assessments and referrals for housing assistance through Access Point 4 Housing, protective payee services, and homeless mail services.
6. With prior notice, and for time periods that are mutually agreed upon between the two parties, Associated Ministries will allow the City to use its facility for community outreach, educational or human services meetings/events without a fee.
7. Associated Ministries will recognize the City of Tacoma for its investment, such recognition to include the inclusion of City officials in any celebrations related to the Project.
8. The City shall not be responsible for ongoing maintenance or operational costs for the facility or for any costs of the Project beyond the payment made under this Agreement.
9. Associated Ministries will indemnify and hold the City harmless from all claims related to the Project, including but not limited to any claims related to the renovations and maintenance of the facility and from any and all claims related to this Agreement.

10. The parties may mutually modify this Agreement by written amendment. Such amendment shall not be binding unless in writing and signed by authorized representatives of both parties.
11. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
12. Washington law shall govern the interpretation of this Agreement and Pierce County shall be the venue of an litigation, arbitration or mediation arising out of this Agreement.
13. This Agreement contains all the terms and conditions agreed upon by the parties and replaces and supersedes any other agreements representations or promises relating to the subject matter herein. The parties do not intend to create any obligations, express or implied, other than those set out herein.
14. The undersigned by signature below represent that he or she is duly authorized to execute this legally binding Agreement.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Agreement effective as of Effective Date first written above.

CITY OF TACOMA

ASSOCIATED MINISTRIES

T.C. Broadnax
City Manager

Authorized Representative of
Associated Ministries

Print Name: _____

Nadia Chandler Hardy
Assistant to City Manager and Director,
Neighborhood & Community Services
Department

Title: _____

309 South 13th
Tacoma, WA 98405

Tax Identification Number: 91-0847534

UBI Number: 600462892

Andrew Cherullo
Director of Finance

SAP Number: _____

Joy St. Germain, for Risk Management

Approved as to form and legality:

Debra Casparian
Deputy City Attorney

Attested:

Doris Sorum
City Clerk

Associated Ministries
 Client Service Data
 January - December 2013

	Total # Served On Monthly Basis	City of Tacoma # Served on Monthly Basis
Access Point 4 Housing	981	844
Homeless Mail Services	889	889
Protective Payee Services (1)	626	469
TOTAL	2,496	2,202

	Annul # Served	CoT Annual # Served
Paint Tacoma-Pierce Beautiful	50	40
Volunteers In Tax Assistance (VITA)	1,381	648

(1) There are approximately 200 Protective Payee Service clients per month, who come for services 3.5 times per month on average

Associated Ministries
 Capital Campaign

Campaign Goal **\$647,000**

Of the \$647,000 overall campaign goal, \$70,000 is for developer fee, thus making \$577,000 the dollars raised to complete the campaign.

Individuals (gifts and pledges)	\$83,460.00
Foundations	
Ben B. Cheney Fnd	\$40,000
Boeing Employees Community Fund (1)	\$40,300
Boeing Employees Community Fund (2)	\$40,000
Forest Foundation	\$25,000
Norman Archibald Charitable Trust	\$5,000
Pierce County/Gates Fnd	\$77,398
Sequoia Fnd	\$25,000
Key Bank	\$20,000
Subtotal FND	\$272,698
Corporations	
Weyerhaeuser Corporation	\$13,305
Government	
WA Dept of Commerce	\$105,000
Total	\$474,463.00