

**AGREEMENT BETWEEN PIERCE COUNTY AIDS FOUNDATION
AND CITY OF TACOMA**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2015 (“Effective Date”), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (herein “City”), and Pierce County AIDS Foundation, a Washington State nonprofit corporation.

I. RECITALS

WHEREAS, Pierce County AIDS Foundation requests one-time funding in the amount of \$50,000 from the City to support a capital campaign for the renovation of its Tacoma facility; and

WHEREAS, Pierce County AIDS Foundation has been operating for 28 years as a local non-profit community organization with a mission of *PCAF, through education and service, prevents HIV infection, assists persons affected by HIV/AIDS, addresses related health problems, and combats associated stigma and discrimination*;

WHEREAS, Pierce County AIDS Foundation has purchased a new direct service center to improve the capacity to provide education and services to prevent HIV infection, assisting those affected by HIV/AIDS, addressing related health problems, and combatting associated stigma and discrimination; and

WHEREAS, the renovation will allow the organization to respond to the increased numbers of persons in Tacoma and Pierce County living with or being at risk of contracting HIV/AIDS; and

WHEREAS, the renovation will enhance the ability of Pierce County AIDS Foundation to provide the highest level of service to clients by creating a more hospitable lobby, confidential meeting rooms for conducting interviews/assessments, and increased office space; and

WHEREAS, the activities of Pierce County AIDS Foundation 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, Pierce County AIDS Foundation has secured funding for 86% of the renovation cost through a STEP loan and private donations.

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 Pierce County AIDS Foundation secures at least \$1,550,000, the City shall provide a one-time payment of \$50,000 to the fundraising effort, bringing the total funds raised to \$1,600,000 and completing the capital campaign.
2. Funds will be dispersed once Pierce County AIDS Foundation provides documentation demonstrating that it has raised at least \$1,550,000.
3. Pierce County AIDS Foundation will utilize the City funds and the other funds raised to cover expenses of renovating the direct service center and office building at 3009 South 40th Street, which will provide increased capacity and space to serve vulnerable citizens in Tacoma.
4. Pierce County AIDS Foundation shall provide status reports on the collection of funding for the Project.
5. Pierce County AIDS Foundation will provide services at the renovated facility to approximately 115 persons per month, including case management, support groups, HIV Rapid testing, mental health counseling and referrals for other necessary services.
6. With prior notice, and for time periods that are mutually agreed upon between the two parties, Pierce County AIDS Foundation will allow the City to use its facility for community outreach, educational or human services meetings/events without a fee.
7. Pierce County AIDS Foundation 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. Pierce County AIDS Foundation 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 a 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

Pierce County AIDS Foundation

T.C. Broadnax
City Manager

Authorized Representative of
Pierce County AIDS Foundation

Print Name: _____

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

Title: _____

3009 South 40th Street
Tacoma, WA 98409

Tax Identification Number: 91-1385245

UBI Number: _____

Andrew Cherullo
Finance Director

SAP Number: _____

Approved as to form:

Debra Casparian
Deputy City Attorney

Attest:

Doris Sorum
City Clerk