

**AMENDMENT NO. 1 TO CONTRACT CW2263580**

THIS AMENDMENT is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and TACOMA COMMUNITY REDEVELOPMENT AUTHORITY (herein called “TCRA” or the “Subrecipient”).

**WHEREAS**, the City has applied for and received funds from the Washington State Legislature, authorized by Chapters 43.185 RCW, “Housing Assistance Program,” and 43.185A RCW, “Affordable Housing Program,” and “Capital Community Assistance Account” Fund 26V, which was appropriated in the 2022 Supplemental Budget, SSB 5651 Laws of 2022. Funding also known as the Housing Trust Fund (“HTF”) Program;

**WHEREAS**, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

**WHEREAS**, the original Agreement with the Subrecipient was executed on February 5, 2024 and effective November 1, 2023;

**WHEREAS**, the City of Tacoma wishes to amend the TCRA’s current contract to allow for the continued administration of the program;

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

1. Section 2. of the funding Agreement- Consideration is hereby amended to read as follows: “The maximum consideration for this Agreement shall not exceed Two-Million Five Hundred Thousand Dollars and No/100 (\$2,500,000).”
2. Section 1 of Exhibit B- Intentions and Deadlines: The Disbursement Deadline Section is hereby amended to read as follows: “\$2,000,000 Commerce funding under this Agreement must be disbursed for committed activities 3 years from the execution date of the contract between the City of Tacoma and the Department of Commerce from which these funds are made available for any down payment assistance activities. \$500,000 in City allocated funds under this agreement for homebuyer services and down payment assistance activities must be disbursed for committed activities by December 30<sup>th</sup> 2025.”

Section 1 of Exhibit C- Compensation and Financial Requirements: The Compensation section is hereby amended read as follows: “In consideration of the mutual promises given and the benefit to be derived from this Agreement, the City agrees to provide funds in the following amount to accomplish the scope of services described in Exhibit B – Scope of Work.

Eligible Categories	Award
Down Payment Assistance	\$2,100,000.00
Homebuyer Education	\$400,000.00
<b>Total</b>	<b>\$2,500,000.00”</b>

3. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to \_\_\_\_ day of \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, as of the date stated above. The undersigned TCRA representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of the TCRA.

**CITY OF TACOMA**

**TACOMA COMMUNITY  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Elizabeth Pauli  
City Manager

\_\_\_\_\_  
TCRA Authorized Officer

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Jeff Robinson, Director  
Community & Economic Dev. Dept.

EIN: 91-1061825

\_\_\_\_\_  
Andrew Cherullo, Finance Director

Unique Entity ID (UEI):  
YUWKM2N6N4G4

Approved as to form:

\_\_\_\_\_  
Debra Casparian, Deputy City Attorney

Attest:

\_\_\_\_\_  
Nicole Emery, City Clerk