

### AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT is made and entered into effective as of November 1, 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 (TCRA)** (subsequently referred to as the "Sub-recipient").

**WHEREAS** CITY and Sub-recipient entered into an Affordable Housing Fund Agreement, with an effective date of December 1, 2021 (the "Agreement") for the purpose of carrying out the City's RESOLUTION NO. 40527 relating to affordable housing, as is more specifically described in Exhibit B ("Scope of Work") to the Agreement in the not to exceed amount of \$3,856,000 to be paid in accordance with Exhibit C ("Compensation and Financial Requirements") to the Agreement and with a termination date of December 1, 2031 and;

**WHEREAS** on November 1, 2022 the CITY and Sub-recipient executed Amendment 1 to the Agreement in order to increase the compensation under the Contract by \$3,852,421 from \$3,856,000 for a new not to exceed amount of \$7,708,421 and;

**WHEREAS** on November 1, 2023 the CITY and Sub-recipient executed Amendment 2 to the Agreement in order to increase the compensation under the Contract by \$13,421,349 from \$7,708,421 for a new not to exceed amount of \$21,129,770 and;

**WHEREAS** the CITY and Sub-recipient desire to amend the Contract in order to increase the compensation under the Contract by \$6,949,311 and amend prior allocations to align with actual project funding commitments and expenditures in accordance with Exhibit C.

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

1. Section 2. Consideration on Pg. 1 of the Agreement is hereby amended to read as follows: "The maximum consideration for this Agreement shall not exceed \$27,274,997.77 (Twenty-Seven Million, Two Hundred Seventy-Four Thousand, Nine Hundred and Ninety-Seven 77/100 Dollars)."
2. The table in Section 1. Compensation of Exhibit C is hereby amended to read as follows:

Eligible Categories	Award
Affordable Housing Fund Activities	\$27,274,997.77
<b>Total</b>	<b>\$27,274,997.77</b>

3. A new exhibit is hereby added as follows:  
Exhibit E  
Project Awards List

Below is a list of affordable housing projects that have been awarded funding under this contract and related amendments.

Project	AHF Funds Committed
Tyler Lifecycle Replacement	\$118,954.77
KWA: Tahoma Place	\$1,906,402.00
LIHI: Patsy Surh Place	\$1,422,702.00
Shiloh Baptist Church: New Life Apartments	\$4,444,983.00
Bridge Meadows Tacoma	\$1,432,645.00
LIHI: Lincoln District Family Housing (Phase 2)	\$4,000,000.00
Mercy Housing NW: Mercy Aviva Crossing	\$6,000,000.00
Southport Financial: Viridian Grove	\$2,000,000.00
GCTC/Beacon: South Yakima Senior Housing	\$3,700,000.00
Mercy Housing NW: 35th and Pacific	\$2,249,311.00
	\$27,274,997.77

4. 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 Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Sub-recipient representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Sub-recipient.

CITY OF TACOMA:

Signature:

Name: Elizabeth Pauli

Title: City Manager

SUB-RECIPIENT:

Signature:

Name: Felicia Medlen

Title: TCRA Administrator

**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_