

## **AMENDMENT NO.1 TO PROPERTY ACQUISITION AGREEMENT**

THIS AMENDMENT is made and entered into effective as of December 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 “TCRA”).

**WHEREAS** CITY and TCRA entered into a Property Acquisition Agreement, with an Period of Performance of August 1, 2023 through December 31, 2025 (the “Agreement”) for the purpose of carrying out the City’s RESOLUTION NO. 41307 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 \$2,500,000 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** the CITY and TCRA desire to amend the Agreement to increase the compensation under the Contract by \$1,455,000, for a new not to exceed amount of \$3,955,000 to be paid in accordance with Exhibit C and extend the period of performance of the Agreement.

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

1. Section 1. Period of Performance on Pg. 1 of the Agreement is hereby amended to read as follows: “The period of performance for this Agreement begins August 1, 2023 and terminates December 31, 2026. The City reserves the right to extend this Agreement for additional periods and may be done without City Council approval. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the TCRA during the period specified in this Agreement. Notification of intent to contract for additional periods with the TCRA will occur prior to the expiration of this Agreement.”
2. 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 \$3,955,000.00 (Three Million, Nine Hundred Fifty Five Thousand and No/100 Dollars).”
3. Section 1. of Exhibit B
  - a. Commitment Deadline: Funding under this Agreement must be committed to projects no later than June 30, 2025
  - b. Disbursement Deadline: Funding under this Agreement must be disbursed for committed projects no later than December 31, 2026
4. The table in Section 1. Compensation of Exhibit C is hereby amended to read as follows:

Eligible Categories	Award
Acquisition and activities related to holding of property while developers are sought for affordable housing including but not limited to demolition of existing structures and securing property	\$2,500,000.00
Acquisition, holding, and security costs for property located at 1143-1149 S Tacoma Ave (King Center)	1,455,000.00
<b>Total</b>	<b>\$3,955,000.00</b>

5. 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 TCRA representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of TCRA.

CITY OF TACOMA:  
Signature:

TCRA:  
Signature

Name: Elizabeth Pauli  
Title: City Manager

Name: Felicia Medlen  
Title: TCRA Administrator

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

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

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

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

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

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