

**AGREEMENT
BETWEEN
ASIA PACIFIC CULTURAL CENTER AND
CITY OF TACOMA**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (herein “City”), and **Asia Pacific Cultural Center**, a Washington state nonprofit corporation (herein “APCC”) (collectively “parties”);

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

1. BACKGROUND.

Asia Pacific Cultural Center (APCC) serves as an interactive cultural crossroads between local and international communities. APCC is a 501(c)3 non-profit organization formed in November 1996 from the vision of a small group of citizens representing three generations of Americans from Asian and Pacific Islander heritage. APCC represents 47 countries and cultures, offering programs and services honoring their distinct artistry, business protocols, history, and social practices. Asian American, Native Hawaiian, and Pacific Islander (AANHPI) communities are the fastest growing populations in the Puget Sound area, and these households within our diverse communities will need resources and representation for decades to come. The Board of Directors at APCC consists of numerous community leaders and cultural advocates from around the region.

APCC provides interactive arts and cultural activities that engage the community, promote a greater understanding of the Asian and Pacific Islander cultures, and help people embrace the rich diversity of our city. The APCC offers a wide range of activities including hands-on workshops, academic assistance to AANHPI youth in seven school districts in a cultural and linguistic way, mental health programming, outreach assistance to individuals and small businesses, classes, and educational presentations, as well as large-scale cultural exhibitions and festivals. The APCC also teaches AANHPI cultures to Military members before they deploy to Asia Pacific countries. Participants learn from and interact with Cultural Interpreters who are from represented countries, speak the language and are highly experienced and knowledgeable, providing authentic teachings that are true and respectful of the cultures and people in our community. Core programs are: the Asia Pacific Cultural Program, Promised Leaders of Tomorrow Youth Program, Business and Community Engagement Services Outreach Program, and Mental Health Program.

The APCC is currently redeveloping the Cultural Center located at 4851 South Tacoma Way, Tacoma, WA 98409 (formerly the South Park Community Center). The redevelopment is a new 18,500 square foot 2-story building. The layout includes additional classroom space, administrative office space, a commercial kitchen, a library, the Hall of Nations, art gallery, and a large capacity auditorium for performances, cultural celebrations, and large events. It will include Asian and Pacific Islander elements and influences representing the community, region, and the public at-large.

With the new building, the APCC will be able to increase the number of people served annually to over 300,000 people. There will be an expansion of culture and arts programming, education and outreach services, youth programs, and add more program

offerings to meet the needs of the community. It will add an Asia Pacific Culinary School for Asia Pacific cuisines training and create new entrepreneurs like restaurant and catering businesses to help grow the local economy.

Redeveloping this property will modernize the APCC's current facility, revitalize the neighborhood and support local residents by continuing to provide enhanced programs and encourage a culturally aware dialogue to improve the quality of life for the residents of Tacoma.

The total project cost is estimated at \$18,500,000. To date, \$16,241,000 has been raised with an additional \$2,259,000 remaining.

Additional redevelopment funding sources being pursued by the APCC include state grants, private contributions and fundraising, new market tax credits if available, and an EB5 investment. A financial commitment from the City of Tacoma for the project's development costs will help to secure future funding from other partners and is critical to APCC's ability to reach the project fundraising goal.

Subject to the terms and conditions stated herein, the City and APCC agree as follows:

2. CITY'S RESPONSIBILITIES.

The City will provide a one-time investment in cash of one million two-hundred fifty thousand dollars (\$1,250,000.00) which was approved in the fiscal years 2023 -2024 budget in exchange for the consideration to the City described in Section 3 herein. The funds will be disbursed in a single payment through the City's normal process in 2024 after this Agreement is approved by City Council Resolution at a regular City Council meeting.

3. APCC'S RESPONSIBILITIES AND CONSIDERATION TO THE CITY.

- A.** APCC will only use the funding from this Agreement for the costs associated with construction and associated development costs of the project. The funding will not be used for appraisals or legal fees, developer or project management fees, or any soft cost contingencies.
- B.** In utilizing the funding from this agreement for construction activities, APCC will abide by Washington State public works contracting requirements, including competitive selection of a general contractor and payment of prevailing wages.
- C.** APCC shall provide consideration to the City for its investment by providing ten (10) rent-free spaces for City or City-sponsored events per year in any available room/event space at the property upon project completion subject to availability at the APCC facility. Scheduling will be initiated through the Community and Economic Development Department, which will work directly with APCC.
- D.** APCC will indemnify and hold the City of Tacoma harmless from all claims related to this Agreement and APCC's redevelopment project.
- E.** APCC shall provide, at a minimum, quarterly status reports to the City of Tacoma's Community and Economic Development Department on the progress of securing the additional necessary funding for their redevelopment project.

- F. APCC shall provide the City of Tacoma with copies of paid invoices from contracted development service providers and/or any other development project related documentation, and documentation of meeting public works requirements.
- G. APCC shall provide ongoing status reports to the City of Tacoma's Community and Economic Development Department including expected dates of construction, project milestones and any completion/opening dates.
- H. APCC will include City of Tacoma officials in any celebrations or grand opening events related to this redevelopment project.

4. PAYMENT.

Upon full execution of this Agreement APCC will submit an invoice for the full amount of the City's investment. Upon the City's request, APCC shall submit necessary and appropriate documentation, as determined by the City to accompanying the invoice. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the City's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment for any services or deliverables not performed as required hereunder until such time as such services or deliverables are revised to the satisfaction of the City.

5. DEFAULT AND REMEDIES

A. APCC's failure to keep, observe, or perform any of its duties or obligations under this Agreement shall be a default hereunder, including, without limitation, any of the following specific events:

1. The failure of APCC to substantially comply with all requirements listed in Section 3 of this Agreement.
2. The failure of APCC to comply with or to satisfy the indemnities set out in this Agreement.

Upon the happening of any of the above-described events, City shall notify Developer in writing of its purported breach, failure or act above described. An "Event of Default" shall occur hereunder if such breach, failure, or act is not cured within thirty (30) days from receipt of such notice (or if such failure cannot reasonably be cured within thirty (30) days, such cure is promptly commenced and diligently pursued to completion within ninety (90) days after notice of default from City).

B. Remedies. If an Event of Default shall occur, City shall have all cumulative rights and remedies under law or in equity, including but not limited to the following:

1. Damages. APCC shall be liable for all damages incurred by City including recovery of its investment, except that APCC shall not be liable for consequential damages incurred by City.

2. Specific Performance. City shall be entitled to specific performance of every obligation of APCC under this Agreement without any requirement to prove or establish that City does not have an adequate remedy at law. APCC hereby waives the requirement of any such proof and acknowledges that City would not have an adequate remedy at law for APCC's commission of an Event of Default hereunder.

3. Injunction. City shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of an Event of Default and to obtain a judgment or order specifically prohibiting a violation or breach of this Agreement without, in either case, being required to prove or establish that City does not have an adequate remedy at law. APCC hereby waives the requirement of any such proof and acknowledges that City would not have an adequate remedy at law for the occurrence of an Event of Default hereunder.

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

ASIA PACIFIC CULTURAL CENTER

Andrew Cherullo, Finance Director

Faaluaina Pritchard, Executive Director

Jeff Robinson, Community and
Economic Development Director

CITY OF TACOMA

Approved as to Form:

Elizabeth Pauli, City Manager

Steve Victor, Deputy City Attorney

Attest:

Nicole Emery, City Clerk