RESOLUTION NO. R-2017-129

RESOLUTION authorizing the City Manager to enter into a lease with Transform Yakima Together to lease City owned property for a temporary homeless encampment

WHEREAS, the City owns a large piece of property east of the wastewater treatment plant and off of South 22nd Street, of which approximately two acres may be made available for a temporary homeless encampment, and

WHEREAS, Transform Yakima Together is a religious organization as defined in RCW 35 21 915 wishing to operate and manage a temporary homeless encampment; and

WHEREAS, based on the number of homeless individuals using the extreme winter warming shelters, the day shelter operated during the winter months, and the number of individuals who utilized the encampment during the summer of 2017 it is believed that there is a need for immediate temporary shelter options for homeless individuals in Yakima; and

WHEREAS, Transform Yakima Together shall provide an operation plan and intends to operate and manage the temporary homeless encampment without City support or resources, and

WHEREAS, the City Council of the City of Yakima find that it is in the best interests of the City to lease property to Transform Yakima Together for the purposes outlined in the lease agreement, which is attached hereto and fully incorporated herein, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the Lease Agreement between the City of Yakima and Transform Yakima Together to lease City-owned property to the religious organization for the purpose of a temporary homeless encampment. A copy of the Lease Agreement is attached hereto and fully incorporated herein.

ADOPTED BY THE CITY COUNCIL this 17th day of October, 2017

Kathy Coffey, Mayor

ATTEST

Sonya Claar Tee, City Clerk

SEAL

LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA
AND
TRANSFORM YAKIMA TOGETHER

THIS LEASE AGREEMENT (hereinafter "Lease"), is executed by and between the City of Yakima, a Washington State municipal corporation (hereinafter "LESSOR") and Transform Yakima Together, a public benefit corporation registered with the State of Washington and a religious organization pursuant to RCW 35 21.915 (hereinafter "LESSEE".)

WHEREAS, LESSOR has property available for lease as provided by this Lease, and LESSEE desires to occupy and use such property in accordance with this Lease and RCW 35.21.915,

NOW THEREFORE, in consideration of the mutual promises contained herein and the benefit to be derived by each party, the parties agree as follows·

1. **LEASED PREMISES.** LESSOR does hereby lease and let unto LESSEE and LESSEE does hereby lease and take from LESSOR, that unimproved property described below (hereinafter referred to as "Property" or "leased premises") and as depicted on the drawing marked as Exhibit 1, attached hereto and by this reference made a part hereof:

> All that portion of Tracts 33 and 40 of Goodwin's Five Acre Tracts, Recorded in Volume 'A' of plats, Page 18, records of Yakima County, Washington described as follows
>
> Beginning at the Southwest Corner of Tract 40, as described on Record of Survey, recorded under Auditors File No 7718968, records of Yakima County, Washington, thence N 0°15'41" E 75 feet; thence S 89°44'19" E 10 feet, to the point of True Beginning; thence N 0°15'41" E 345 feet; thence S 89°44'19" E 280 feet; thence S 0°15'41" W 345 feet; thence N 89°44'19" W 280 feet, plus or minus, to the point of True Beginning.

PURSUANT to negotiations, it is understood by LESSOR that LESSEE intends to use the Property as a temporary homeless encampment for approximately 8 months per year pursuant to RCW 35.21 915. LESSEE acknowledges and understands that the property has no improvements or structures, and no water or sewer services as of the date of this Lease.

LESSEE acknowledges that it is a religious organization pursuant to the term as used in RCW 35.21.915

2. **TERM AND RENEWAL.** The tenancy created by this Lease shall commence upon signatures of both parties, and shall commence on November 16, 2017, and continue for a period of three years until November 15, 2020, unless otherwise terminated as provided for herein. This Lease may be renewed in one year increments for two additional one-year terms after November 15, 2020. The last date under this Lease, if the two additional terms are exercised, will be November 15, 2022

3. **RENT.** In consideration for LESSEE's agreement to the terms and conditions of this Lease, and that LESSEE shall use the property to operate a temporary homeless encampment for homeless individuals, providing a safe, more secure area for homeless individuals to camp between approximate March 15th and November 15th each year (non-winter months) while searching for transitional or other housing, no rent shall be required as part of this Lease

4. **TAXES AND LIENS.** LESSEE promises and agrees to pay, as the same become due and payable, all licenses, fees and taxes, including but not limited to the leasehold excise, required to be paid by LESSEE by reason of this Lease and by reason of LESSEE's use and occupancy of the leased premises and by reason of LESSEE's construction or ownership of improvements to the leased premises. LESSEE shall neither suffer nor permit the attachment of any lien or other encumbrance on the leased premises by reason of LESSEE's occupancy thereof. LESSEE agrees to indemnify LESSOR and shall hold LESSOR harmless from any such taxes and liens

5. **USE.**

(a) From March 15th through November 15th. LESSEE agrees to use the leased premises for operating and facilitating a temporary encampment for homeless adults (persons 18 years of age or older). Attached as Exhibit 2, subject to the terms outlined in this lease agreement and fully incorporated herein, is an operations plan and summary of the services and activities that are expected to be offered at the temporary homeless encampment when in operation, subject to the terms outlined in this lease agreement. No children (persons under the age of 18) shall be allowed to stay overnight in the homeless encampment for health and safety reasons unless specifically approved in writing by LESSOR All persons occupying the temporary homeless encampment shall be transitioned off of the property on or before November 15th of each year. No persons shall occupy the property and use it as a temporary encampment or otherwise stay overnight, camp or otherwise occupy the property in a temporary residential capacity during any other time.

(b) From November 15th through March 15th (winter months). LESSEE agrees that during the winter months, from November 15th through March 15th of each year, there shall be no homeless accommodations or services, either overnight or during the daytime at the site The site shall only be used for maintenance of the property by LESSEE, development or improvement of the property by LESSEE, or storage of equipment and items by LESSEE Further, temporary tents, portable toilets, temporary hand-washing stations and other similar items must be taken down, removed from the property, or stored within weather-tight buildings on the property. No tents shall remain during the winter months.

(c) Additional facilities onsite. LESSEE, with express written permission of LESSOR, through its City Manager, or his or her designee, may construct on-site facilities such as community buildings, water and sewer connections, or other similar improvements and facilities to be used during the time the temporary encampment is functioning (March 15th through November 15th) upon receiving all necessary permits pursuant to the Yakima Municipal Code and state law. Any such facilities may be used for storage of personal property during the winter months, but may not be used to house people

or conduct activities. Any such facilities should be winterized, but may be accessible to LESSEE for the purposes of accessing stored items.

(d) Tiny Homes. As part of the temporary homeless encampment, up to ten (10) temporary tiny homes may be placed on the site Said tiny homes shall be on skids, so as to be removable. No tiny homes may be connected to water or sewer facilities and must be "dry" units.

6. **UTILITIES.** All costs for utilities, including any costs for infrastructure necessary for said utilities, shall be paid by LESSEE.

LESSEE shall install a meter and be charged separately from the City for all electricity charges at no charge to LESSOR. LESSEE shall be responsible for the operation and maintenance of the meter and any damages to the meter or power pole associated with the meter or LESSEE'S use of the power pole for electricity LESSEE shall coordinate with Pacific Power to have all billings for electricity used during the term of this lease to be billed directly to the LESSEE. A meter shall be installed prior to November 15, 2017.

LESSEE may connect to public water and/or sewer with the express written consent of the LESSOR and approval of the location of pipelines and facilities by LESSOR. In the event LESSEE connects the property to public water and/or sewer, LESSEE is responsible for all costs associated therewith, from the main water and sewer line to and throughout the property, including, but not limited to permit fees, connection fees, and construction costs LESSEE shall also be responsible for obtaining any necessary easements or rights to cross private property if necessary Said easements and improvements shall be transferred to the LESSOR at the termination of this Lease LESSEE shall be limited to no more than three connections for temporary bathroom, shower and/or kitchen facilities.

7. **CLEANING AND SANITATION.** LESSEE acknowledges that the property shall be kept in a clean and sanitary condition, including, but not limited to, property maintenance, mowing, weekly garbage service (or more often if sanitation requires), sanitation facilities, such as portable toilets and hand washing stations, and safe bio-hazard disposal areas during the months the temporary encampment is operational. During the winter months (November 15th through March 15th) LESSEE acknowledges that the property shall be kept in a clean and sanitary condition, winterized as necessary, and LESSEE shall do all necessary maintenance on the property during the winter months All facilities shall be provided at the expense of the LESSEE and shall be cleaned and serviced as needed to maintain a safe and sanitary environment.

8. **PREMISES CONDITION AND FENCING.** LESSEE has made a full inspection of the premises, is fully aware of its condition and accepts the premises on an "AS-IS" basis. LESSEE agrees to pay for any improvements, repairs and/or modifications necessary to LESSEE's use, including but not limited to all costs associated with the installation of improvements necessary to run a temporary homeless encampment.

All activities and services provided to the homeless as part of the temporary homeless encampment shall occur within a fenced perimeter. LESSOR shall provide temporary fencing in the length of 777 feet to LESSEE as part of this Lease The fencing shall remain the property of LESSOR and any damage or loss to fencing owned by LESSOR shall be

the responsibility of LESSEE LESSEE shall return LESSOR's 777 feet of fencing in its original condition, normal wear and tear excepted, to the LESSOR at the termination of this Lease. In the event additional fencing is needed by LESSEE to conduct its activities and services for homeless persons on the property within a fenced area, LESSEE is responsible for any and all additional costs, including permits and installation costs, associated with placement of additional fencing

9. **CONSTRUCTION OF ACCESS WAY FOR CITY VEHICLES.** Due to LESSEE's desired location for the temporary homeless encampment, LESSEE acknowledges that it is necessary for LESSEE to construct an access driveway, including, but not limited to the necessary curb cut in a width and location approved by the LESSOR, and approach. The access driveway design, materials and location shall be approved by the City Engineer and constructed at the sole expense of LESSEE. LESSEE shall be responsible for obtaining all necessary permits to construct the access way Said access way shall be constructed prior to March 15, 2018.

10. **MAINTENANCE.** LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises at the beginning of LESSEE's occupancy, normal wear and tear excepted LESSEE further agrees that LESSEE shall be responsible to maintain all leased areas, trade fixtures and other improvements, existing and future, in an attractive and usable manner consistent with other LESSOR property.

LESSEE agrees to maintain the areas adjacent to the property used by LESSEE in a safe, sanitary, and usable condition at all times

LESSEE is responsible for snow removal along the driveway access during the months of November 15th through March 15th if access is necessary for LESSEE

11. **SIGNS AND SITE SCREENING.** No signs are allowed on the property unless approved in writing by LESSOR The site shall be fenced Additional site screening shall be mutually agreed to by the parties.

12. **IMPROVEMENTS.** No improvements other than those specifically mentioned herein are contemplated by this Lease. In the event improvements are made by LESSEE or LESSOR that are affixed to the land, such improvements shall become part of the property and revert to LESSOR upon termination of this Lease, or removed by LESSEE, the determination of which shall be made by LESSOR,at no cost to the LESSOR.

13. **REGULATIONS.** LESSEE agrees to comply with all applicable laws, ordinances, rules, regulations and policies of all governmental authorities, including policies adopted by LESSOR, as such laws, ordinances, rules, regulations and policies apply to the use and operation of the leased property and as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective.

LESSEE agrees to formulate a Code of Conduct, or other similar good neighbor agreement and/or rules of conduct for the temporary homeless encampment. Such Code of Conduct for use of the temporary homeless encampment by its residents should include, but not be limited to, requiring that residents not commit violations of the law, that residents have respect for other residents and neighboring property owners, and other

such regulations that ensure that the residents, and neighboring property owners and residents, are safe, secure, and that the public health and safety is maintained. A copy of the Code of Conduct shall be provided to the LESSOR

LESSEE shall comply with all building, fire, and safety regulations, including, but not limited to building codes concerning any structures built on premises and perm it fees, if written permission is granted to construct on-site facilities of any kind

14. **SITE PLAN.** LESSEE, prior to the beginning date of this Lease, shall provide to the City a site plan that generally depicts how the site will be set up, the location of sanitation and other group facilities, ingress and egress for emergency vehicles, as well as the maximum occupancy of said encampment. Maximum occupancy shall be determined by the City of Yakima. Any modification of the site plan to allow for improvements or other additional facilities shall be agreed to and approved by LESSOR The site plan shall be affixed hereto as Exhibit 3.

15. **SUBLETTING AND ASSIGNMENT.** There shall be no subletting or assignment of this Lease.

16. **MISCELLANEOUS PROVISIONS.**

A. The parties agree that LESSOR may enter upon the leased premises at any reasonable time to make such inspections as LESSOR may deem necessary to the proper enforcement of any term, provision or condition of this Lease No such entry or inspection by LESSOR is required by this provision, and the failure of LESSOR to enter and make inspection shall not alter the relationship of the parties and their respective rights and duties provided by this Lease. LESSEE shall be granted the right of quiet enjoyment upon performance of all terms of this Lease

B. LESSOR reserves the right to take any action necessary or desirable by LESSOR to protect the LESSOR's property against any activity interfering with the efficient operation of the LESSOR's activities, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the LESSOR's property which, in the opinion of the LESSOR, would limit the usefulness of the property or constitute a hazard.

C. LESSOR shall have the right to use, unobstructed, the driveway off of 22nd Street for ingress and egress to LESSOR'S property for maintenance, operations, public safety, or other purposes The driveway off of 22nd Street shall not be obstructed by parked or stationary vehicles, personal property, gates, persons or otherwise, at any time.

D. All parking of occupants of the temporary homeless encampment shall be within the leased property. If a parking area is proposed, it must be paved or graveled to avoid parking on dry grasses or combustible materials.

17. **INDEMNITY/DUTY TO DEFEND.**

A. At no expense to LESSOR, LESSEE shall defend against and indemnify fully and save harmless the City of Yakima and its elected and appointed officials, employees and agents, from any and all liability, damages, suits, claims, actions, judgments or decrees,

including all expenses incidental to the investigation and defense thereof and including reasonable attorneys' fees, based on or arising from the occupancy or use of the leased premises by LESSEE, its servants, employees, agents, invitees, independent contractors or any entity, person, firm or corporation acting on behalf of LESSEE or under its direction, whether such claim shall be by LESSEE or a third party

B. LESSEE agrees to reimburse LESSOR for any damage to City property, including the leased premises, caused by the occupancy of LESSEE, its employees, agents, servants, invitees, independent contractors or any person acting on behalf of LESSEE or under its direction

C. LESSEE shall keep and hold the City of Yakima, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage, expense or cost, including reasonable attorneys' fees, incidental to the investigation and defense thereof, resulting from, arising out of, or caused by LESSEE's use of the leased premises resulting in any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S C 6901 et seq ; the Clean Water Act, 42 U.S.C 1251 et seq.; the Washington Environmental Policy Act, RCW Ch 43.21C, the Washington Water Pollution Control Act, RCW Ch. 90 48; the Washington Hazardous Waste Management Act, RCW Ch 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation The provisions of this subsection shall survive the termination of this Lease.

D. Further, during the term of this Lease where LESSEE is operating a temporary homeless encampment on the property, LESSEE agrees and acknowledges that RCW 35.21 915(d) applies to the property and this Lease That section specifically states:

> An appointed or elected public official, public employee, or public agency as defined in RCW 4.24 470 is immune from civil liability for (a) damages arising from the permitting decisions for a temporary encampment for the homeless as provided in this section and (b) any conduct or unlawful activity that may occur as a result of the temporary encampment for the homeless as provided in this section.

LESSEE shall defend, indemnify and hold harmless LESSOR, its appointed or elected public officials, and public employees from any claims for damages arising from permitting decisions for the temporary homeless encampment, including entry into this Lease, as well as any conduct or unlawful activity that may occur as a result of the temporary homeless encampment.

18. DEFAULT, TERMINATION & FORFEITURE.

A. The failure by LESSEE to comply with any term, provision or condition of this Lease shall constitute grounds for termination of this Lease. This Lease and tenancy shall terminate on written notice by LESSOR to LESSEE stating accurately the manner in which LESSEE fails or has failed to comply with this Lease. LESSEE shall comply with this Lease in the manner specified in the notice within thirty (30) days from LESSEE's receipt of such notice, otherwise this Lease and tenancy shall be terminated. Such notice shall

be given in writing and served on LESSEE by personal delivery or mailed by certified mail with return receipt requested addressed to LESSEE at its address stated below or such other address as the parties may advise each other in writing. It is further agreed that after receipt of notices and as an additional condition to avoid forfeiture, LESSEE shall pay LESSOR's costs and expenses, including attorney's fees, for the preparation and service of such notice. Notices shall be deemed received three (3) days after mailing to LESSEE at the address below or such other address as the parties may advise each other in writing

B. Either party may terminate this Lease, with or without cause, upon forty-five (45) calendar days' written notice.

C. Upon termination of this Lease for any reason, LESSEE shall immediately surrender the premises to the LESSOR in good condition and repair, ordinary wear and usage excepted, and LESSEE shall remove all of LESSEE'S personal property, trade fixtures, or equipment from the premises and shall repair any damage to the premises caused by such removal. Any personal property of LESSEE, or anyone claiming under LESSEE, which shall remain upon the premises at the expiration or termination of this Lease shall be deemed to have been abandoned and may be retained by LESSOR as LESSOR'S property or disposed of by LESSOR in such manner as LESSOR sees fit without compensation to LESSEE. Further, LESSEE shall remove all occupants from the temporary homeless encampment as of the effective date of termination of the Lease, whether it be through default or at the end of this Lease's term

19. **NON-DISCRIMINATION CLAUSE.** To the extent required by law, LESSEE, for itself, its personal representatives, agents, officers, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in LESSEE's personnel policies and practices or in the use or operation of LESSEE's services or facilities.

B. LESSEE agrees that in the construction of any improvements on, over or under the leased premises and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination

C. LESSEE agrees that participation in religious activities will not be required to obtain any of the services provided on the property that is subject to this Lease

20. **INSURANCE.** It is understood the City does not maintain liability insurance for the LESSEE and/or its officers, employees, agents and/or subcontractors.

Further, LESSEE shall obtain insurance as follows.

A. Property Insurance. On or before the effective date of this Lease LESSEE shall procure and maintain a policy or policies of property insurance in an amount acceptable to the LESSOR with respect to the Property and LESSEE's personal property. LESSEE

will hold the City harmless for any damage to property owned by LESSEE and waive its right of subrogation for any damage to their property.

B. Liability Insurance. On or before the effective date of this Lease, LESSEE shall provide the City proof of liability insurance in the amount of Two Million Dollars ($2,000,000 00) per occurrence combined bodily injury and property damage that states who the provider is, the amount of coverage, the policy number and when the policy and provisions provided are in effect. The policy shall name the City, its elected and appointed officials, officers, agents, and employees as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days' prior written notice. A copy of all such policies shall be provided to the City upon request.

21. **INTEGRATION AND SUPERSESSION.** This document embodies the entire Lease between the parties with respect to the subject matter herein contained and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties as to the subject matter hereof, which are hereby declared terminated and of no further force and effect. No amendments or modifications hereof shall be enforceable unless in writing, signed by both parties.

22. **SEVERABILITY.** If a court of competent jurisdiction holds any part, term or provision of this Lease to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Lease did not contain the particular provision held to be invalid. If any provision of this Lease is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision

23. **NON-WAIVER.** The waiver by LESSOR or LESSEE of the breach of any provision of this Lease by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision

24. **NOTICES.** Notices shall be sent by registered or certified mail, postage prepaid or hand delivered Such notices shall be deemed effective when mailed or hand delivered at the addresses specified below

CITY OF YAKIMA
c/o Cliff Moore
129 North 2nd Street
Yakima, WA 98901
509-575-6000

TRANSFORM YAKIMA TOGETHER
c/o _____
_____
_____
_____

Time is of the essence of this entire Lease.

25. **RECORDING.** This Lease shall be recorded, pursuant to RCW 65 08.060, with the Yakima County Auditor. LESSEE shall be responsible for recording this Lease and providing a conformed copy to LESSOR for its records within ten (10) days of both parties signing the Lease

CITY OF YAKIMA **TRANSFORM YAKIMA TOGETHER**

By _____
Cliff Moore, City Manager

Date: 10-18-17

By _____
Andrew Ferguson, Executive Director

Date: 10/18/17

ATTEST:

By _____
Sonya Claar Tee, City Clerk

City Resolution No R-2017-129

City Contract No. 2017-178

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Andrew Ferguson, the Exc. Director of Transform Yakima Together, signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date 10/18/2017

Carissa Lynette Dellinger
By: Carissa Lynette Dellinger
Notary Public for the State of Washington
Residing at: Yakima
Appointment Expires 03/01/2020

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Cliff Moore signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager of the City of Yakima, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 10/18/17

Notary Public
State of Washington
KAARRE ALLYN
MY COMMISSION EXPIRES
January 12, 2020

By: Kaarre Allyn
Notary Public for the State of Washington
Residing at: Yakima, WA
Appointment Expires 1-12-20

Exhibit "1"



Shaded area above is the Leased Property

Legal Description of Leased Property

All that portion of Tracts 33 and 40 of Goodwin's Five Acre Tracts, Recorded in Volume 'A' of plats, Page 18, records of Yakima County, Washington described as follows:

Beginning at the Southwest Corner of Tract 40, as described on Record of Survey, recorded under Auditors File No. 7718968, records of Yakima County, Washington; thence N 0°15'41" E 75 feet; thence S 89°44'19" E 10 feet, to the point of True Beginning; thence N 0°15'41" E 345 feet; thence S 89°44'19" E 280 feet; thence S 0°15'41" W 345 feet; thence N 89°44'19" W 280 feet, plus or minus, to the point of True Beginning.

TRANSFORM
YAKIMA TOGETHER

CAMP HOPE
Operations Plan 2018

"Transform Yakima Together" (TYT) will help reduce the incidence of homelessness through various initiatives that will fulfill our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient via the Strength's Based-Relationship Service Model.

Camp Hope, our managed encampment behind the old Kmart building, will provide unsheltered individuals with a safe, accommodating, and well-managed facility will create relief for downtown businesses, public works, law enforcement as well as public spaces such as sidewalks so that these places may be used for their intended purposes

Overview

TYT will provide coordination of a shelter, meals and basic needs assistance to homeless adults and their pets beginning on or about March 15, 2018, depending on weather.

The temporary encampment will be managed by TYT staff and will host up to 100 guests each night. The encampment will operate 24 hours a day. Based on lessons learned from the of the tent city and on the experience of the TYT staff, the encampment will be managed in a very different manner than last year's tent city. For example, individuals be required to register each evening to stay in the encampment – meaning that it won't just be open for anyone to come at any time There will be a maximum occupancy established that shall not be exceeded and the entrance will be controlled by security and individuals will need to check in when they come and go Check-in hours will be between 3pm and 6pm, with variances allowed for those who work or have other verifiable appointments.

The plan calls for large dormitory style tents to be used, rather than individual tents. This will keep the clutter that was experienced last summer to a minimum as well as allow for monitoring of resident activity The tents may be upgraded to buildings if funding allows. The camp will have separate areas for male and female guests along with storage facilities for the guests' belongings. An appropriate number of gender specific staff will monitor both the male and female spaces so as not to create a situation where genders are mixed both in clients and in staff. A camp manager will be on site at all times while the camp is open
In addition, each person wishing to stay at the encampment will be asked to sign a Good Neighbor Agreement which will outline expectations for behavior and consequences if

expectations are not met. Each resident will be expected to provide volunteer service at the encampment to help keep it clean and tidy, depending on circumstances and capability.

Facilities
The Camp facilities will include 4 dormitory barracks (tents or buildings); two for each gender that will house up to 20 people each. In addition to the barracks, we will have up to 10 "dry" tiny homes for individuals or couples to live in These tiny homes will be built on skids and can be move when a placement on a church property opens up where it can be hooked up to plumbing. We will also hope, depending on funding, to have a day center with cooking facilities and additional restrooms,.

We currently have portable toilets and hand washing stations on site. We plan to upgrade to "park like' toilet and shower facilities that are plumbed to city utilities, depending on funding We will also have shower and laundry facilities, mail, phone, and Internet access, and safe storage for personal items and kenneling of pets We will contract with the City for garbage collection service

Staffing
The current staffing model for Camp Hope consists of the following staffing levels
1 – Director
5 – Full-Time Shelter Monitors
1- Part-Time Care Manager
2 – Part-Time Shelter Monitors
3 – Interns
14- Trustees

Our staff will have an onsite supervisor at all times who has direct experience with the homeless population, is a certified peer counselor, and who has established relationships with the shelter guests. He is supported by five full-time staff and five part-time staff or interns In addition, the staff are supported by an ever-growing group of dedicated volunteers

A part-time professional case manager will administer our mental health referral support system TYT is committed to working with other organizations on getting folks into housing and providing the support they need as they work toward self-sufficiency We will have round-the-clock staff and designated-monitored outdoor spaces to ensure no disruption to the businesses and activities in the surrounding area.

As part of their stay with us, our guests will participate in grounds-keeping and other work as they develop pride and ownership in the work we are doing. Our intern and trustee programs give formerly or currently homeless a combination of classroom and on the job training in a Low-Barrier Homeless Shelter or Transitional Housing Facility that can offer experience and prepare them for the marketplace

Programs & Services

Transportation

TYT maintains two vehicles to provide limited transportation services for the camp residents The bus schedule will pick the clients up in the morning and take them to the transit center and then return for them in the evening

Education Center:
Camp Hope maintains an education center that offers guests of Camp HOPE access to several educational resources. Guests are given the opportunity to enhance their knowledge in:

- GED Preparation
- Reading
- Writing
- Math
- Financial Management
- Coping Skills
- Grief Management
- Computer Literacy Courses
- Resume Writing Courses
- Job Interview Skills
- Religious Studies (Voluntary)

The education center also provides an opportunity for individual mentoring / tutoring for guests of the camp. Guests also have access to the computers to be able to search for jobs, housing and to connect with family members.

A volunteer coordinator and a team volunteers who have a level of expertise in various subject matters staff the education center.

Accountability Partner Program
The Transform Yakima Together Accountability Partner Program is a program all guests of a TYT facility are immediately enrolled in. The program helps ensure the guest feels welcome, connected and is given access to resources to assist them in achieving permanent housing, medical, psychiatric and addiction services in an efficient manner

Upon entering a TYT facility, the homeless person is taken thru a mandatory intake process. Upon completion of the intake process

- Within 48 hours of the initial intake, our on-site Care Manager provides that guest with assessment review.

- The Care Manager will identify any barriers which the person has identified (No Identification, Transportation etc) and refer that person on to the Accountability Partner Team

- The team is made up of facility staffs who are assigned a maximum of 8 guests to assist them in following their accountability plan

- The team member and the guest will have a weekly meeting to review their progress on the accountability plan

- The facility director also reviews the accountability plan and meets with the guest weekly to ensure they are being provided resources and assistance in a timely manner

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- Each person that comes to the shelter will have a formal intake and registration interview with a trained staff member but will not be denied service without valid ID
- Couples will be able to stay together
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- Service animals and companion pets will be accommodated

- Homeless (HUD Definition)
- Age 18 or older
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent
- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations

We will accept new residents on a first-come first-serve basis However, if someone shows up late at night looking for a place to stay, the tent city will offer them a bed for the night in their large army tent, as long as they pass the initial screening All residents must pass a police background check for convictions of sex offenses

Rules of Conduct
Residents must agree to follow the 5 community standards of behavior·

• No violence toward yourself or others
• No illegal substances or alcohol or paraphernalia on the premises or within a two-block radius
• No stealing
• Everyone contributes to the upkeep and welfare of the village and works to become a productive member of the community which includes ten hours of community service per week
• No disruptive behavior of any kind that disturbs the general peace and welfare of the village

The rules are enforced on a "one-strike-and-you're-out basis" and all residents agree when they move in to leave voluntarily if found in violation of these rules. There is no time-limit to any member's stay as long as they are able to follow the community standards of behavior

Responsibilities of residents include:

- Attending the weekly mandatory community meeting
- Actively participate in community cleaning every week as mandated by the Department of Health.
- Serving two security shifts

There are varying lengths of bans from the community for violating the rules There are also three "elected arbitrators" (selected by the Director with community input) who are responsible to work with campers who don't follow the rules

The tent-coordinator is the spokesperson for the tent and liaison with the encampment director. Other "elected" leaders take turns at the intake desk and share responsibility of orienting new members There is also a donations coordinator, who is a resident responsible for logging and distributing donations equitably The encampment director must approve all donations prior to them being accepted Donations will only be accepted at an agreed upon date / time which will be clearly posted.

Term of stay

There will be no specified time limit on guest stays Arbitrary time limits have proven to be a barrier to sheltering the "hardest to house" population, as they time-out, get discouraged and are unable to re-enter the shelter for a period

The premise of "shelter first" housing is that through creating a safe environment we can help guests meet their basic needs and become more stable, easing the process into housing and other services.

General security & safety

Risks to clients, staff, volunteers, neighbors and property owners are of equal concern to us -- and we will continually evaluate and systematically address issues of risk. Concerns linking crime and safety risks with the homeless population have been expressed in the past. During the early phase of the homeless tent encampment, strong safety concerns were repeatedly aired at public meetings whenever relocation of the camp was planned.

Our intent is to address these concerns have abated through productive community dialogue, partnership and responsive agency practice. Through our "Good Neighbor" policy and practices we work to mitigate the off-site impact of the shelter. We will establish and enforce a 500-foot buffer zone around the site, within which there would be no alcohol, drugs or abusive language allowed We will enforce this through deploying our HOT teams to patrol the area as well as providing a 24-hour hotline for neighbors to call when issues arise.

Outside services & Community Partners

The Shelter is filling a clearly identified gap in services for unsheltered adults in Yakima Cities with the most success in ending homelessness subscribe to a continuum of care network that begins with low-barrier emergency shelter and ends with affordable home ownership. In order for us to move people through homelessness we must provide an entry point to gain maximum access to supportive services such as mental health support (on site), chemical dependency and substance abuse programs, housing programs and many more. Under our agency umbrella we will operate in close coordination with Community Health Centers and Faith Based Organizations to move people into their successful rapid-rehousing program Getting people in the door is the key for moving people through stages of recovery.

Partners

TYT will be establishing a comprehensive community network of providers whereby these partnering agencies will be provided secure access to shared clients. We have an agreement with Sunrise Outreach to provide lunches on weekdays as well as some administrative services We are working with various churches in the area to provide transportation to and from the encampment, Day Center, the Mission, and other critical services Various churches also help provide the evening meal on a regular basis We will work with Yakima Neighborhood Health and other private providers for case management services as well as other medical, dental, mental health, and substance abuse treatment. Comprehensive Mental Health provides services for the mentally ill. Entrust Community Services provides workplace training and support programs for camp residents. Other providers are sought out and connected with our clients as needed


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Men's Showers (5)
Women's Restroom (5)
Men's Restroom (5)
Case Mgt
Tiny Homes
Tiny Homes
E Viola Ave

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. 12.
For Meeting of: October 17, 2017

ITEM TITLE: Resolution authorizing a lease with Transform Yakima Together to lease City owned property for a temporary homeless encampment

SUBMITTED BY: Joan Davenport, Community Development Director
Cliff Moore, City Manager

SUMMARY EXPLANATION:

In March of 2017, Transform Yakima Together and the City of Yakima entered into a lease agreement for approximately one acre of land adjacent to the wastewater treatment plant to be used as a temporary homeless encampment through November 15, 2017. The homeless encampment provided residents temporary housing and services throughout the summer. Transform Yakima Together wishes to continue its temporary homeless encampment during the summer months in the future to serve the homeless population. TYT is exploring the possibility of installing water and sewer infrastructure and recognizes that it would be at their expense.

The proposal is to enter into a multi-year, seasonal lease with Transform Yakima Together to operate an encampment on property adjacent to the wastewater treatment plant to enable a temporary homeless encampment during the summer and allow Transform Yakima Together to store and keep its encampment equipment and facilities on the property during the winter. There will be no services or housing from November 15th to March 15th of each year on the property. This is essentially an extension of the current lease, with some revisions, so that Transform Yakima Together can operate the temporary encampment during summer months for at least the next three summers.

ITEM BUDGETED: No

STRATEGIC PRIORITY: NA

APPROVED FOR SUBMITTAL: Cliff Moore City Manager

STAFF RECOMMENDATION:

Adopt resolution

BOARD/COMMITTEE RECOMMENDATION:

This did not go through a Board or Committee due to the fact that it is a renewal of an existing lease (with some revisions as well).

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution - Lease-Transform Yakima Together	10/10/2017	Resolution
	lease	10/13/2017	Cover Memo
	legal descrip exhibit 1	10/13/2017	Cover Memo
	operations plan exhibit 2	10/11/2017	Cover Memo
	Site Plan-TYT - Exhibit 3	10/10/2017	Exhibit

TRANSFORM
YAKIMA TOGETHER

CAMP HOPE
Operations Plan 2018

"Transform Yakima Together" (TYT) will help reduce the incidence of homelessness through various initiatives that will fulfill our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient via the Strength's Based-Relationship Service Model.

Camp Hope, our managed encampment behind the old Kmart building, will provide unsheltered individuals with a safe, accommodating, and well-managed facility will create relief for downtown businesses, public works, law enforcement as well as public spaces such as sidewalks so that these places may be used for their intended purposes.

Overview

TYT will provide coordination of a shelter, meals and basic needs assistance to homeless adults and their pets beginning on or about March 15, 2018, depending on weather.

The temporary encampment will be managed by TYT staff and will host up to 100 guests each night. The encampment will operate 24 hours a day. Based on lessons learned from the of the tent city and on the experience of the TYT staff, the encampment will be managed in a very different manner than last year's tent city. For example, individuals be required to register each evening to stay in the encampment – meaning that it won't just be open for anyone to come at any time. There will be a maximum occupancy established that shall not be exceeded and the entrance will be controlled by security and individuals will need to check in when they come and go. Check-in hours will be between 3pm and 6pm, with variances allowed for those who work or have other verifiable appointments.

The plan calls for large dormitory style tents to be used, rather than individual tents. This will keep the clutter that was experienced last summer to a minimum as well as allow for monitoring of resident activity. The tents may be upgraded to buildings if funding allows. The camp will have separate areas for male and female guests along with storage facilities for the guests' belongings. An appropriate number of gender specific staff will monitor both the male and female spaces so as not to create a situation where genders are mixed both in clients and in staff. A camp manager will be on site at all times while the camp is open.
In addition, each person wishing to stay at the encampment will be asked to sign a Good Neighbor Agreement which will outline expectations for behavior and consequences if

expectations are not met. Each resident will be expected to provide volunteer service at the encampment to help keep it clean and tidy, depending on circumstances and capability.

Facilities
The Camp facilities will include 4 dormitory barracks (tents or buildings); two for each gender that will house up to 20 people each. In addition to the barracks, we will have up to 10 "dry" tiny homes for individuals or couples to live in. These tiny homes will be built on skids and can be move when a placement on a church property opens up where it can be hooked up to plumbing. We will also hope, depending on funding, to have a day center with cooking facilities and additional restrooms,.

We currently have portable toilets and hand washing stations on site. We plan to upgrade to "park like' toilet and shower facilities that are plumbed to city utilities, depending on funding. We will also have shower and laundry facilities, mail, phone, and Internet access, and safe storage for personal items and kenneling of pets. We will contract with the City for garbage collection service.

Staffing
The current staffing model for Camp Hope consists of the following staffing levels:
1 – Director
5 – Full-Time Shelter Monitors
1- Part-Time Care Manager
2 – Part-Time Shelter Monitors
3 – Interns
14- Trustees

Our staff will have an onsite supervisor at all times who has direct experience with the homeless population, is a certified peer counselor, and who has established relationships with the shelter guests. He is supported by five full-time staff and five part-time staff or interns. In addition, the staff are supported by an ever-growing group of dedicated volunteers.

A part-time professional case manager will administer our mental health referral support system. TYT is committed to working with other organizations on getting folks into housing and providing the support they need as they work toward self-sufficiency. We will have round-the-clock staff and designated-monitored outdoor spaces to ensure no disruption to the businesses and activities in the surrounding area.

As part of their stay with us, our guests will participate in grounds-keeping and other work as they develop pride and ownership in the work we are doing. Our intern and trustee programs give formerly or currently homeless a combination of classroom and on the job training in a Low-Barrier Homeless Shelter or Transitional Housing Facility that can offer experience and prepare them for the marketplace.

Programs & Services

Transportation

TYT maintains two vehicles to provide limited transportation services for the camp residents. The bus schedule will pick the clients up in the morning and take them to the transit center and then return for them in the evening.

Education Center:
Camp Hope maintains an education center that offers guests of Camp HOPE access to several educational resources. Guests are given the opportunity to enhance their knowledge in:

- GED Preparation
- Reading
- Writing
- Math
- Financial Management
- Coping Skills
- Grief Management
- Computer Literacy Courses
- Resume Writing Courses
- Job Interview Skills
- Religious Studies (Voluntary)

The education center also provides an opportunity for individual mentoring / tutoring for guests of the camp. Guests also have access to the computers to be able to search for jobs, housing and to connect with family members.

A volunteer coordinator and a team volunteers who have a level of expertise in various subject matters staff the education center.

Accountability Partner Program
The Transform Yakima Together Accountability Partner Program is a program all guests of a TYT facility are immediately enrolled in. The program helps ensure the guest feels welcome, connected and is given access to resources to assist them in achieving permanent housing, medical, psychiatric and addiction services in an efficient manner.

Upon entering a TYT facility, the homeless person is taken thru a mandatory intake process. Upon completion of the intake process

- Within 48 hours of the initial intake, our on-site Care Manager provides that guest with assessment review.

- The Care Manager will identify any barriers which the person has identified (No Identification, Transportation etc.) and refer that person on to the Accountability Partner Team.

- The team is made up of facility staffs who are assigned a maximum of 8 guests to assist them in following their accountability plan.

- The team member and the guest will have a weekly meeting to review their progress on the accountability plan.

- The facility director also reviews the accountability plan and meets with the guest weekly to ensure they are being provided resources and assistance in a timely manner.

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