RESOLUTION NO. R-2018-045

A RESOLUTION authorizing the City Manager to amend an existing a lease with Transform Yakima Together for the purpose of operating a temporary homeless encampment on city owned property

WHEREAS, the City owns a large piece of property east of the wastewater treatment plant and off South 22nd Street, of which approximately two acres was made available to Transform Yakima Together on October 17, 2017 under Resolution 2017-129 for a temporary homeless encampment pursuant to a lease agreement entered into between the City and Transform Yakima Together outlining the terms and conditions of the use of the property; and

WHEREAS, Transform Yakima is a religious organization as defined in RCW 35 21 915 that intends to operate and manage a temporary homeless encampment on the leased premises pursuant to the lease agreement, and

WHEREAS, Transform Yakima Together is preparing to re-establish the encampment on City owned land for the 2018 season and has requested several modifications to the lease agreement with regards to the use of the leased property, and

WHEREAS the modifications to the lease requested by Transform Yakima Together include a diversity of residents such a families with children and longer term/winter use, and

WHEREAS, the City Council evaluated the requests and determined that, with the restrictions outlined in the approved lease, children under the age of eighteen could be allowed at the camp, but that winter use should not be allowed and the original term conditions regarding months on which homeless persons could utilize the encampment should remain, and

WHEREAS, the City Council did not find that the lease should be amended to provide for year-round use of the property for a temporary homeless encampment, and

WHEREAS, the request to support a location for a permanent location of a low barrier shelter is a separate process and will not be located at this current camp site or evaluated as part of this resolution and lease amendment; and

WHEREAS, the need for a low barrier homeless shelter is one of the highest priorities of the Yakima County 5-Year Plan to End Homelessness" and the City of Yakima experiences a higher incidence of homeless than other communities in the Yakima Valley; and

WHEREAS, the City Council of the City of Yakima finds that it is in the best interests of the City and its residents to approve the amendments to the lease, now, therefore,

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

The Yakima City Council authorizes the City Manager to sign the amended lease with Transform Yakima Together for operation of a temporary homeless camp on city owned property.

ADOPTED BY THE CITY COUNCIL this 15th day of May, 2018

Kathy Coffey, Mayor

ATTEST:

Sonya Claar Tee, City Clerk

YAKIMA SEAL WASHINGTON

AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA AND TRANSFORM YAKIMA TOGETHER

THIS AMENDMENT TO THE LEASE AGREEMENT is made and entered into by and between TRANSFORM YAKIMA TOGETHER, a public benefit corporation registered with the State of Washington and a religious organization pursuant to RCW 35.21.915 ("Lessee") and THE CITY OF YAKIMA, a Washington municipal corporation ("City").

WHEREAS, on October 17, 2017, the City and Lessee entered into a "Lease Agreement Between the City of Yakima and Transform Yakima Together", City Contract No. 2017-178 ("Lease"), whereby the City leased unimproved land at no charge for a period of three years in exchange for the Lessee providing services to the homeless in Yakima, including, but not limited to, shelter in the form of an encampment; and

WHEREAS, the Lessee has requested amendments to the Lease to accommodate additional populations; and

WHEREAS, the City is willing to amend the Lease with additional amendments regarding to religious activities on the property;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Lessee as follows:

Section 1: Section 5 of the attached and incorporated "Lease Agreement Between the City of Yakima and Transform Yakima Together" is amended to read as follows:

5. USE.

(a) Age restrictions. Unaccompanied persons under the age of 18 are prohibited at the homeless encampment. Persons under the age of 18 must be accompanied by a parent or legal guardian and should be encouraged to take advantage of services through other entities. LESSEE should put families with children in contact with other agencies that can provide services to families with children. If there is no other option for the family with children, such family with children may stay at the homeless encampment if there is an approved area for families. Approved areas must be physically separated from the general encampment by a site screened fence and gate that is guarded 24 hours per day by a staff person that is not a resident. Approved areas must have their own bathroom and handwashing facilities, as well as their own community areas for relaxing, eating and/or recreation.

(b) 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. 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.

(c) 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.

(d) 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.

(e) 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.

(f) Organized Religious Activities. No homeless services provided by LESSEE or any of LESSEE's subcontractors shall be denied due to a person's religious affiliation or lack thereof. LESSEE is hereby prohibited from conducting, or allowing other organizations to enter the encampment and conduct, prayer and other religious activities in locations and at times where the camp's residents' only way to avoid them is to leave a common area or the encampment. This includes any community or dining tents.

Section 2: Except as expressly modified herein, all other terms and conditions of the attached Lease shall remain in full force and effect.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment.

CITY OF YAKIMA

Cliff Moore, City Manager

Date: 5/17/18

TRANSFORM YAKIMA TOGETHER

Andrew Ferguson, Executive Director

ATTEST:

City Clerk

CITY CONTRACT NO: 2017-178 Amend 1

RESOLUTION NO: R-2018-045

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that Andrew Ferguson, the Executive 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: 5-17-18

JULIA J. CRUZ
COMMISSION EXPIRES
NOTARY PUBLIC
MAY 29, 2019
STATE OF WASHINGTON

By: Julia J. Cruz
Notary Public for the State of Washington
Residing at: Yakima, WA
Appointment Expires 5/29/19

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: 5/17/18

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