

**AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA
AND
SUNRISE OUTREACH CENTER OF YAKIMA**

THIS AMENDMENT TO THE LEASE AGREEMENT is made and entered into by and between SUNRISE OUTREACH CENTER OF YAKIMA, a Washington non-profit 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 January 9, 2019, the City and Lessee entered into a "Lease Agreement Between the City of Yakima and Sunrise Outreach Center of Yakima," City Contract No. 2019-005 ("Lease"), whereby the City leased unimproved land at no charge for a period of one year, with opportunities for extension, 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 Lease continued the services provided at what is generally referred to as "Camp Hope" that were previously provided pursuant to a Lease between the City of Yakima and Transform Yakima Together; and

WHEREAS, the City and Lessee wish to amend the terms and conditions of the Lease Agreement to extend the term of the Lease Agreement, amend the temporary periods in the Lease Agreement, and make other mutually acceptable changes; 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 enter into the lease amendment below;

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 2: Term and Renewal of the Lease Agreement Between the City of Yakima and Sunrise Outreach Center of Yakima shall be replaced with the following language:

2. TERM AND RENEWAL. The tenancy created by this Lease shall commence upon signatures of both parties and continue until December 31, 2025, unless otherwise terminated as provided for herein. This Lease may be renewed in two-year increments, at the sole discretion of the City, for two additional two-year terms after December 31, 2025. The last date under this Lease, if the two additional terms are exercised, will be December 31, 2029.

Section 2. Section 5: Use of the Lease Agreement Between the City of Yakima and Sunrise Outreach Center of Yakima shall be replaced with the following language:

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 outlined in the site plan. 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) General Use. LESSEE agrees to use the leased premises for operating and facilitating a temporary encampment for homeless persons. Attached as Exhibit "2" to the original Lease, subject to the terms outlined in the Lease Agreement, as amended, 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 the Lease Agreement, as amended. Said summary of the services and activities offered at the temporary homeless encampment shall be updated as services and activities change, and once each year on or about January 31st 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 time period other than those outlined herein.

(c) Temporary Emergency Shelter Periods. LESSEE acknowledges that the use of the property as a temporary homeless encampment must be temporary. As such the parties agree as follows:

- (i) Each calendar year, starting in 2020, LESSEE shall vacate the temporary homeless encampment of all people and services for a two-week period (14 consecutive days) in the month of April, and another two-week period (14 consecutive days) in the month of September.
- (ii) LESSEE shall choose what two-week (14 consecutive days) period during those months is most appropriate, but in no event shall the period of vacation be any other time unless there is prior approval by the City.
- (iii) In no event shall LESSEE not vacate the temporary homeless encampment two times per calendar year in approximately April and September of each calendar year.
- (iv) During the time of vacancy, 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 and facilities by LESSEE, development or improvement of the property by LESSEE, or storage of equipment and items by LESSEE during the vacancy period. It is anticipated that LESSEE will use this time period to clean, sanitize, and organize the encampment as necessary.

(d) Additional Facilities Onsite. LESSEE, with prior 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 providing emergency shelter upon receiving all necessary permits pursuant to the Yakima Municipal Code and state law. All such facilities shall be weather appropriate for all seasons.

(e) 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 to conduct, prayer and/or 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 3. An updated site plan of the current condition of the temporary homeless encampment, and its current approved maximum occupancy is attached hereto and replaces all prior Exhibit "3" documents.

Section 4. This Lease Amendment shall be recorded, pursuant to RCW 65.08.060, with the Yakima County Auditor. LESSEE shall be responsible for recording this Lease Amendment and providing a conformed copy to LESSOR for its records within ten (10) days of both parties signing the Lease Amendment.

Section 5. This Lease Amendment shall be in full force and effect when executed by both parties, and shall be incorporated into and deemed a part of the original Agreement dated January 9, 2019.

Section 6. Except as expressly modified herein, all other terms and conditions of the original Agreement dated January 9, 2019, shall remain in full force and effect.

Section 7. 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 or the original Agreement.

CITY OF YAKIMA

**SUNRISE OUTREACH CENTER
OF YAKIMA**

By _____
Cynthia Martinez, Interim City Manager

By _____
Dave Hanson, Executive Director

Date: _____

Date: _____

ATTEST:

By _____
Sonya Claar Tee, City Clerk

City Resolution No. _____

City Contract No. _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Dave Hanson, the Executive Director of Sunrise Outreach Center of Yakima, signed this instrument, on oath stated that he was 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 _____

By: _____
Notary Public for the State of Washington
Residing at: _____
Appointment Expires _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Cynthia Martinez signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Interim 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: _____

By: _____
Notary Public for the State of Washington
Residing at: _____
Appointment Expires _____