

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA
AND
GRACE CITY OUTREACH**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT is made and entered into by and between GRACE CITY OUTREACH, 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 August 19, 2020, the City and Lessee entered into a "Lease Agreement Between the City of Yakima and Grace City Outreach", City Contract No. 2020-095 ("Lease"), whereby the City leased unimproved land at no charge for a period of two years, with an opportunity 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 Sunrise Outreach Center of Yakima; and

WHEREAS, the City and Lessee entered into an amendment to the August 19, 2020 Lease Agreement on March 15, 2022, wherein specific sections of the August 19, 2020 Lease Agreement were amended as set forth therein; and

WHEREAS, the City and Lessee wish to again amend the use provisions in the Lease Agreement, as amended, 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 second 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 5: Use, of the Lease Agreement Between the City of Yakima and Grace City Outreach dated August 19, 2020, first amended by the Amendment to Lease Agreement Between the City of Yakima and Grace City Outreach on March 15, 2022, 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 that family unit should be encouraged to take advantage of services through other entities. LESSEE shall connect the family unit to other service providers to attempt to find alternate accommodations. 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. The City in its sole discretion shall approve an area for families.

(b) General Use. LESSEE agrees to use the leased premises solely for operating and facilitating a temporary encampment for homeless persons, and associated services. 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, subject to the terms outlined in this lease agreement. 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 outside this lease agreement or in violation of this Lease agreement, the operation plan, or any federal, state or local law.

(c) Additional facilities onsite. LESSEE, with express written permission of LESSOR, through its City Manager, or their designee, may construct on-site facilities such as community buildings, or other similar improvements and facilities upon receiving all necessary permits pursuant to the Yakima Municipal Code and state law. Any such facilities should be able to be used in the various seasons typical in Yakima. Facilities other than temporary bathroom, shower, kitchen and/or laundry facilities, shall not be connected to underground utilities, such as water and sewer. No residential/living facilities shall be connected to underground utilities. No facilities at the encampment shall be affixed to the ground permanently.

(d) Tiny homes. LESSEE may place approved tiny homes, such as pallet shelters or other similar shelters on the property. Tiny homes should be approximately 100 square feet per unit and no more than 400 square feet per structure. Tiny homes and tiny home structures shall not be permanently attached to the ground, other than any necessary tie-downs required by the building code inspector which shall be approved prior to placement. Tiny homes shall not be connected to underground utilities. Tiny homes may be placed as outlined in a pre-approved site plan and shall be pre-approved by LESSOR to ensure correct fire rated separation and other fire and life safety matters.

For purposes of this section, a tiny home unit is the individual living unit. A tiny home structure is the structure housing one or more individual living units.

(e) RV parking. LESSEE may provide RV parking for temporary living use for no more than ten (10) recreational vehicles along the East side of the site. These vehicles may be connected to power, at LESSEE's expense, but shall not be directly connected to water and sewer.

(f) Organized Religious Activities. No homeless services provided by LESSEE or any of LESSEE's subcontractors or partner agencies 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 encampment's occupants' only way to avoid them is to leave a common area or the encampment. This includes any community or dining tents.

STATE OF WASHINGTON)
County of Yakima) ss

I certify that I know or have satisfactory evidence that Mike Kay, the Executive Director of Grace City Outreach, 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 _____

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 Robert Harrison signed this instrument, on oath stated that he was 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: _____

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