

RESOLUTION NO. R-2023-112

A RESOLUTION authorizing a Memorandum of Understanding regarding mental health services at Camp Hope Temporary Emergency Homeless Encampment.

WHEREAS, the City of Yakima (City) owns property which is currently being leased by Grace City Outreach and operated as a temporary emergency homeless encampment under RCW 35.21.915, commonly referred to as Camp Hope; and

WHEREAS, Comprehensive Healthcare (CHC) received a grant from the Washington State Department of Commerce to purchase and install a number of container buildings to facilitate mental health services, and it would like to do so adjacent to Camp Hope; and

WHEREAS, the property upon which Camp Hope is operated is zoned suburban residential (SR) and does not allow for uses such as medical clinics, so CHC's desired use of the property does not meet the current zoning code requirements; and

WHEREAS, CHC is required to provide information to the Department of Commerce indicating that the project is moving forward; and

WHEREAS, due to zoning of the property, to create a parcel for CHC to lease from the City, and otherwise facilitate the necessary property changes to allow for a medical clinic adjacent to Camp Hope, the parties agree to a memorandum of understanding as to each of their roles over the next approximately 18 months to facilitate CHC's project; and

WHEREAS, it is advantageous to all parties to enter into the Memorandum of Understanding to continue the partnership among the parties in providing services to people experiencing homelessness; and

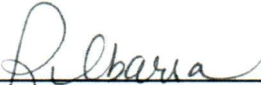
WHEREAS, the City Council of the City of Yakima finds that it is in the best interests of the City and its residents to approve the Memorandum of Understanding regarding mental health services at Camp Hope temporary emergency homeless encampment with CHC and Grace City Outreach; now, therefore,

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

The City Manager is hereby authorized to execute the Memorandum of Understanding regarding mental health services at Camp Hope temporary emergency homeless encampment with Comprehensive Healthcare and Grace City Outreach, after those parties have executed the Memorandum of Understanding, to outline the roles of each party for the next approximately 18 months regarding Comprehensive Healthcare's project.


ADOPTED BY THE CITY COUNCIL this 22nd day of August, 2023.

ATTEST:



Rosalinda Ibarra, City Clerk





Janice Decio, Mayor

**MEMORANDUM OF UNDERSTANDING
MENTAL HEALTH SERVICES
AT
CAMP HOPE TEMPORARY EMERGENCY HOMELESS ENCAMPMENT**

COME NOW the parties: the CITY OF YAKIMA, a municipal corporation; GRACE CITY OUTREACH, a religious organization operating the temporary emergency homeless encampment in Yakima known generally as Camp Hope; and COMPREHENSIVE HEALTHCARE, a Washington state non-profit organization, and agree to this Memorandum of Understanding outlining the anticipated activities of each entity associated with the Comprehensive Healthcare proposal to create clinic and rehabilitation space at Camp Hope.

1. RECITALS

WHEREAS, Comprehensive Healthcare received a One Million Dollar (\$1,000,000.00) grant from the Washington State Department of Commerce, for purchasing and placing modular container units to provide clinical and other services to vulnerable populations; and

WHEREAS, Grace City Outreach operates Camp Hope, a temporary emergency encampment authorized to operate at its currently location pursuant to RCW 35.21.915; and

WHEREAS, the City of Yakima is the owner of the property upon which Camp Hope operates, leases said land to Grace City Outreach, and is willing to lease its land to Comprehensive Healthcare if the conditions outlined in this Memorandum of Understanding are met; and

WHEREAS, Comprehensive Healthcare and Grace City Outreach have tentatively agreed that a Comprehensive Healthcare facility on or adjacent to the Camp Hope site would be beneficial to the clients of Grace City Outreach.

2. MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") outlines the anticipated partnership between Comprehensive Healthcare ("Comprehensive") and Grace City Outreach ("Grace City") to provide service to vulnerable populations taking advantage of the temporary homeless encampment, as well as the timelines and anticipated lease provisions associated with Comprehensive's lease of real property from the City of Yakima ("City") for the purposes outlined herein.

A. Background

Comprehensive received a grant from the Washington State Department of Commerce to construct a facility to provide mental health services in a clinical setting to people experiencing homelessness and other vulnerable populations.

Comprehensive and Grace City agree that it would be beneficial to the people utilizing Camp Hope, and other vulnerable populations in the area, to have a place where they can receive treatment for substance abuse, mental health matters, and other similar matters within a secure and appropriate environment. To that end, Comprehensive suggested the use of containers, designed to connect and form a temporary building that could house those services and be placed on or adjacent to Camp Hope.

The City is the owner of real property upon which Camp Hope currently is located. The property is zoned Suburban Residential. Since Camp Hope is operated by a religious organization, it is currently exempt from zoning requirements pursuant to RCW 35.21.915. Comprehensive's clinic is not an allowed use in the Suburban Residential zoning district per the Yakima Municipal Code, and would require a rezone, along with appropriate permits, to operate on the property.

B. Grace City's Role and Responsibilities

1. Grace City agrees to sublease a portion of the Camp Hope property to Comprehensive through June 30, 2024, and allow Comprehensive to install its facility according to an agreed upon site and installation plan. The initial plan is attached hereto as Exhibit 1 and has been approved by Grace City and the City as part of this MOU.
2. Grace City agrees to obtain City approval of the final sublease agreement prior to its signature by both parties, as required by the current lease between the City and Grace City. The sublease is required to incorporate all the terms and conditions of the current lease agreement.
3. Grace City acknowledges its desire to continue operating Camp Hope past the current lease agreement's term and will negotiate in good faith a new lease agreement for Camp Hope. An anticipated Lease, with a beginning date of July 1, 2024, is attached hereto as Exhibit 2. This lease includes the anticipated language for a Lease when the current Lease expires on June 30, 2024, subject to changes deemed necessary or appropriate, and agreed upon by both parties. Entering into this MOU does not guarantee or bind the parties into entering into a Lease agreement if mutually agreeable terms cannot be reached.

C. Comprehensive's Responsibilities

1. Comprehensive agrees to place and install its facility in the agreed upon subleased location at Camp Hope.
2. Comprehensive agrees that it is responsible for all costs associated with placement and installation of the facility, including, but not limited to, the location of utility connections and all permit fees and costs.
3. Comprehensive agrees to obtain all necessary permits for the placement and installation of the facility. This includes, but is not limited to, permits for connection to City utilities.
4. Comprehensive agrees to pay for the required survey of the subject property and, except as otherwise provided in Section D.2 below, any other costs required to facilitate the City's application to rezone the subject property and create a parcel to individually lease to Comprehensive after the June 30, 2024, termination of its sublease with Grace City.
5. An anticipated Lease, with a beginning date of July 1, 2024, is attached hereto as Exhibit 3. This lease includes the anticipated language for a Lease when the current Lease with Grace City expires on June 30, 2024, subject to changes deemed necessary or appropriate, and agreed upon by both parties. Entering into this MOU does not guarantee or bind the parties into entering into a Lease agreement if mutually agreeable terms cannot be reached.

D. City's Responsibilities

1. City will work with Grace City and Comprehensive to determine an appropriate location for the Comprehensive facility which complies with the City's zoning code and

municipal ordinances. City shall have the sole discretion in choosing the size, location, and other features of the lot(s) that will be created.

2. City will apply to rezone the subject property on which Camp Hope currently operates from Suburban Residential to General Commercial. City may include in its rezone application other properties as it deems appropriate in its sole discretion and its sole additional cost and expense. For clarity, the City will pay any additional costs and expenses for its rezone application for any other properties other than the subject property. It is understood by all parties that the rezone application may not be approved and if the application is not approved, the City will not appeal the decision.
3. City will negotiate in good faith a new lease agreement with Grace City prior to the termination of the current lease agreement (which ends June 30, 2024).

E. The Rezone and Development Permit Process

The parties acknowledge the following process and anticipated timeline associated therewith. The parties understand that the process could take more or less time depending on scheduling, staffing, and other factors.

There are three general parts of the process that will need to be undertaken to provide appropriate zoning and to permit the proposed Comprehensive facility. The first step is to amend the City's Comprehensive Plan and Zoning Code through a Comprehensive Plan amendment and rezone. The property's future land use must be changed from low density residential to commercial mixed use. The property needs to be rezoned from suburban residential to general commercial. As such, the City will apply for a Comprehensive Plan Amendment (CPA), a Rezone (RZ), and conduct the required environmental review through SEPA.

The steps and timeline of those actions are as follows:

1. Council/Planning Commission opens the submittal period for CPAs in Jan/Feb 2024
2. Applications for the CPA & RZ, which can be processed concurrently, are due by the end of April 2024
Per city code and GMA, official processing of the applications such as sending public notice cannot occur until after the submittal period
3. Submitted applications are docketed at the first YPC meeting in May 2024
4. Completeness review takes place
5. Notice of application and environmental review May/June 2024
6. Issuance of SEPA determination and scheduling of YPC hearing July/Aug 2024
7. City Council hearing Sep/Oct 2024
8. Ordinance becomes effective 30-days after publishing – Oct/Nov 2024

F. Creation of parcels to accommodate Comprehensive and Grace City with their own Leases from the City

If the CPA and RZ are approved and finalized, the next step will be to formally complete a boundary line adjustment to create separate parcels. The City may, at its sole discretion, choose to do this during the pendency of the rezone and CPA, or before submitting such application. Regardless of when the boundary line adjustment is pursued, the parties agree and acknowledge the following:

1. A survey of the property will be necessary to determine the new parcel lines and legal descriptions. Per this MOU, Comprehensive shall be responsible for the costs of such survey.
2. The City does not have any control over the timing of the survey as a third-party surveyor will need to be hired to conduct the work.
3. The City will submit an application for a boundary line adjustment, or similar process if necessary. Boundary Line Adjustments generally take 2-3 weeks to process.

G. While the Rezone is Pending

From the date of this MOU and through the pending rezone process, in conjunction with any lease amendment entered into between the City and Grace City, Comprehensive may place and install its facility at an agreed upon location at Camp Hope. The facility may be placed and installed, but clinical activities, and activities that fall outside of RCW 35.21.915 shall not occur within the facility until the rezone process is over and Comprehensive has obtained all necessary permits to operate a clinic on-site.

In the event the City finds that during the pending rezone Comprehensive is operating a clinic without the necessary permits and in violation of the zoning code, it is cause for revocation of this MOU and discontinuance of the rezone process.

H. Post Rezone Procedure

If the rezone is approved, the parties acknowledge that the following process and anticipated timeline therewith must be followed before the facility can be used as a clinic or for any other uses outside those allowed in RCW 35.21.915.

In the event the property is successfully rezoned, Comprehensive will need to submit an application for its new facility to the City for approval, prior to using it for any use other than those allowed under RCW 35.21.915. Office and clinic uses are a Class (1) use in the GC zone. Applications are required to go through a Type (1) review, which is a review by the Administrative Officer. Such reviews generally take 2-3 weeks before decision after the application has been determined to be complete.

In addition, the City and Comprehensive will need to finalize a Lease for the property. In the event a Lease cannot be finalized and signed by both parties within 60 days of the rezone and boundary line adjustment, this MOU is terminated and the City has no further obligation to Comprehensive under this MOU.

I. Nonbinding

This MOU does not bind the City into leasing any property on terms and conditions that are not satisfactory to it, in its sole discretion. In the event the rezone is not approved, the City is under no obligation to further work with the parties to accomplish this project.

J. Term and Termination

1. Term. The term of this MOU shall be through December 31, 2024, unless terminated prior pursuant to this MOU.
2. Termination.

- a. This MOU shall be terminated immediately if the rezone is not approved or is not finalized
- b. This MOU may be terminated by any party, for convenience, upon thirty (30) days prior written notice. Any individual party's termination of this MOU results in termination of the MOU as a whole as applied to all parties.

K. No Waiver of Public Review or Process.

Nothing in this MOU or subsequent agreements creates any obligation on the part of the City with regards to issuance of permits, zoning approval, SEPA outcomes or City permitting or planning determinations regarding the proposed project. The City makes no representations as to issuance of any permit or decision associated with the project. This MOU does not bind members of the City Council to a specific vote on any project-related matter that comes before it.

Comprehensive and Grace City acknowledge that the actions required to fulfill the terms agreed upon herein may be subject to public review, including votes by the City Council. It is mutually understood that this MOU does not eliminate these public processes, nor does it legally bind members of the City Council to vote in a particular way on a given item. Comprehensive and Grace City further acknowledge that this agreement does not constitute an irrevocable commitment on the part of the City to approve the project described and does not foreclose the City from considering alternatives to the project or mitigation measures identified as part of the development review process or environmental review process.

L. Limitation on Assignment.

Comprehensive and Grace City acknowledge that the City's consent to enter into this MOU is based on the prior experience and qualifications of Comprehensive. Therefore, no rights under this MOU shall be assigned, sold, or otherwise transferred without the prior written approval of the City in its sole and absolute discretion.

M. Limitation of Remedies.

Comprehensive and Grace City are limited to the following exclusive rights and remedies upon any breach or default of the City of this MOU: termination of the MOU. The City shall not be responsible for any other monetary damages or other remedies not expressly contemplated herein. Comprehensive and Grace City acknowledge that there is a risk that, subsequent to the execution of this MOU, it will discover, incur or suffer loss, damages or injuries in connection with this MOU which are unknown or unanticipated at the time that it is executed. Comprehensive and Grace City hereby assume this risk and understand that the limitations on remedies set forth herein shall apply to all unknown and unanticipated losses, damages, or injuries related to the matters released herein, as well as those known and anticipated.

Comprehensive and Grace City hereby agree to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities and losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this MOU or the acts, failures to act, errors or omissions of Comprehensive, Grace City, or any of their respective agents or

subcontractors, in performance of this MOU, except for claims caused by the City's sole negligence.

N. Notices

Any notice, request or other communication to be provided by either party shall be in writing and sent via first class mail, certified, postage prepaid, return receipt requested, or by personal delivery, to the addresses listed below.

O. Modification

This MOU may be modified only by written agreement of both parties. Any such modifications are subject to all applicable approval processes required by, without limitation, the City's Charter and laws.

P. Construction

This document shall be construed as if all of the parties have jointly prepared it. As a result, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

Q. Complete Agreement

This MOU contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not contained, referenced, and/or incorporated into this MOU by reference shall be deemed in any way, to exist or bind any of the parties.

R. Inspection, Production and Retention of Records

1. The records relating to this MOU shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Comprehensive or Grace City of responsibility for performance of the activities contemplated in this MOU in accordance with this MOU, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Comprehensive and Grace City shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Comprehensive's and Grace City's records relating to this MOU and activities each party is required to undertake, will be provided to the City upon the City's request.
2. Comprehensive and Grace City shall promptly furnish the City with such information and records which are related to this MOU as may be requested by the City. Until the expiration of six (6) years after termination of this MOU, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Comprehensive and Grace City shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of their books, documents, papers and records which are related to this MOU. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

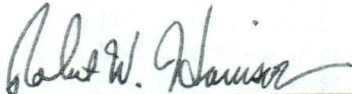
- 3. All records relating to this MOU must be made available to the City. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to this MOU must be retained by Comprehensive and Grace City for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- 4. The terms of this section shall survive any expiration or termination of this MOU.
- 5. Indemnification.

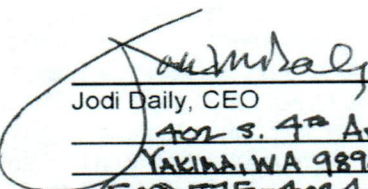
- 1. Comprehensive and Grace City agree to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this MOU or the acts, failures to act, errors or omissions of the Comprehensive, Grace City, or any of their respective agent(s) or subcontractor(s), in performance of this MOU, except for claims caused by the City's sole negligence.
- 2. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that Comprehensive and Grace City waive any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Comprehensive's and Grace City's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Comprehensive and Grace City shall require that its subcontractors, and anyone directly or indirectly employed or hired by either of them, and anyone for whose acts they may be liable in connection with its performance of this MOU, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- 4. Nothing contained in this Section or this MOU shall be construed to create a liability or a right of indemnification in any third party.
- 5. The terms of this Section shall survive any expiration or termination of this MOU.

Dated this 18 ^{sept} day of ~~August~~, 2023.

CITY OF YAKIMA


COMPREHENSIVE HEALTH CARE


 By: Bob Harrison, City Manager
 129 North 2nd Street
 Yakima, WA 98901
 (509) 575-6000
 Bob.harrison@yakimawa.gov


 Jodi Daily, CEO
 402 S. 4th Ave.
 Yakima, WA 98902
 (509) 575-4024
 Jodi.Daily@CompHC.org

CITY CONTRACT NO: 2023-159
 RESOLUTION NO: R-2023-112

GRACE CITY OUTREACH


By: Mike Kay, _____

C.E.O.
2300 E. BIRCH ST., YAKIMA, WA
Cny.DIRECTOR@GMAIL.COM

**LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA
AND
GRACE CITY OUTREACH**

THIS LEASE AGREEMENT (hereinafter "Lease"), is executed by and between the City of Yakima, a Washington State municipal corporation (hereinafter "LESSOR") and Grace City Outreach, a Washington State non-profit corporation with IRS 501(c)(3) status 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:

[To Be Determined by Survey]

PURSUANT to negotiations, it is understood by LESSOR that LESSEE intends to use the Property as a temporary homeless encampment pursuant to RCW 35.21.915, as amended, and ESHB 1754. LESSEE acknowledges and understands that the property has limited water and sewer connection access and electrical services as of the date of this Lease. LESSEE takes all services and utilities "as is, where is" and has an opportunity to inspect the Property and make itself aware of utility locations.

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 on July 1, 2024, and continue for a period of approximately two years until June 30, 2026, unless otherwise terminated as provided for herein. This Lease may be renewed by the LESSEE by providing notice of intent to renew no less than thirty (30) days before the end of the term for six (6) additional two-year terms. The last date under this Lease, if all additional terms are exercised, will be June 30, 2038.
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, and providing necessary sanitary, safety and hygiene related services and aid to persons experiencing homeless while they search 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) 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 shall 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 until such alternate accommodations are available, if there is an approved area for families. Approved areas for families 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 prior to its use as such

(b) General Use. LESSEE agrees to use the leased premises solely for operating and facilitating a temporary encampment for homeless persons, and associated services relating to health, sanitation, safety and hygiene. 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 for dining or other allowed activities, or other similar improvements and facilities upon receiving all necessary permits pursuant to the Yakima Municipal Code and federal, state, and local law. Any such facilities should be able to be used in each of 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 in any capacity.

(f) Organized Religious Activities. No homeless services provided by LESSEE or any of LESSEE's subcontractors, partner agencies, or other agencies or groups allowed to provide services at the temporary encampment shall be denied due to a person's religious affiliation or lack thereof. LESSEE is hereby prohibited from conducting, or allowing any 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.

6. **UTILITIES.** LESSEE accepts all utility facilities as now existing at the location "as is, where is" and understands that the LESSOR shall not be responsible for moving, adding or supplementing any utilities or utility facilities. 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, all electric connections, lines and services, and any damages to the meter, facilities, 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 non-residential temporary structures or facilities not permanently affixed to the ground 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 five connections for temporary bathroom, shower, laundry and/or kitchen facilities and/or an RV dump station, unless otherwise agreed to, in writing, by the LESSOR.

LESSEE shall be responsible for all utility charges, including, but not limited to, electricity, water, sewer, cable, internet, and garbage charges for the property. All billings shall be in the name of LESSEE and all payments shall be promptly made upon receiving a bill, and in no event shall any payment become delinquent. Delinquent payments for utilities may be considered a default under the terms and conditions of this Lease.

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, garbage service, sanitation facilities, such as portable toilets and hand washing stations or other similar facilities, and safe bio-hazard disposal areas. 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. As LESSEE increases services, housing, and/or occupancy at the site, LESSEE shall evaluate the services at the site and determine if there are adequate services to meet the needs of the site occupants. If additional services are provided, an updated site plan showing the location of the additional services shall be provided to LESSOR. The LESSOR, at any time, may determine that additional cleaning activities and/or sanitation facilities are necessary based on health and safety concerns, LESSEE shall undertake such activities and/or install such facilities within thirty (30) days of notice at LESSEE's expense.
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 previously provided temporary fencing in the length of 777 feet to LESSEE as part of the original Lease. The fencing shall remain the property of LESSOR throughout the term, and any extensions, of this Lease, 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 when, separately from this Lease, specifically requested by the City in writing. Once the request is received, LESSEE shall have 60 days to finish construction of the access way unless a different time period is agreed upon by the parties.

10. **MAINTENANCE.** LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises as if no temporary homeless encampment had existed on the Property. LESSEE further agrees that LESSEE shall be responsible to maintain all leased areas, trade fixtures, water and sewer lines and facilities, and other improvements, existing and future, in an attractive and usable manner consistent with other LESSOR property. LESSEE understands and acknowledges that it is responsible for all maintenance of the water and sewer lines and facilities within the boundaries of the temporary emergency homeless encampment. Any back-ups, breaks, or other damages to the water or sewer lines therein shall be promptly fixed by LESSEE at its sole cost and expense.

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 and weed control on the Property.

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 if originally made by LESSEE, the determination of which shall be solely made by LESSOR, and 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 clients should include, but not be limited to, requiring that clients not commit violations of the law, that clients have respect for other clients and neighboring property owners, and other such regulations that ensure that the clients, 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 permit 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 prior to any new improvements or additional facilities being placed or constructed at the site. The site plan shall be affixed hereto as **Exhibit 3**.

15. **SUBLETTING AND ASSIGNMENT.** This Lease, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by LESSEE to any other person or entity without the prior written consent of LESSOR. LESSOR is the sole determiner of whether the Lease may be assigned, and its decision cannot be challenged. In the event that such prior written consent to an assignment is granted, then the assignee shall also assume all duties, obligations and liabilities of LESSEE stated herein, including, but not limited to the indemnification and insurance requirements.

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. No automotive work or maintenance may be done on premises and LESSEE shall not allow people to live in their vehicles, including RVs, on premises. Parking areas shall be indicated on the Site Plan.

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

A. At no expense to LESSOR, LESSEE shall defend against, release, 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 defend, release, indemnify 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), and as amended, applies to the property and this Lease. That section as of the date of this Lease, 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, release 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. LESSEE acknowledges that at all times, it must only operate pursuant to RCW 35.21.915 if it wishes to continue to be exempt from the zoning code and development permit requirements. Failure to operate pursuant to RCW 35.21.915 and without the proper permits and zoning review, shall be considered a default and be grounds for termination of this Lease.

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, for any reason 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 as required by this Lease; 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, termination for convenience, 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, national origin, or any other protected status pursuant to any federal, state or local law, 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, national origin or any other protected status pursuant to any federal, state or local law, 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 SUPERSESSON.** 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 City Manager
129 North 2nd Street
Yakima, WA 98901
509-575-6000

GRACE CITY OUTREACH
c/o Mike Kay

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

GRACE CITY OUTREACH

By _____
Bob Harrison, City Manager

By _____
Mike Kay, _____

Date: _____

Date: _____

ATTEST:

By _____
Rosalinda Ibarra, 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 Mike Kay, the _____ of Grace City Outreach, signed this instrument, and 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 Bob Harrison signed this instrument, on oath stated that they were 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 _____

DRAFT

**LEASE AGREEMENT BETWEEN THE CITY OF YAKIMA
AND
COMPREHENSIVE HEALTH CARE**

THIS LEASE AGREEMENT (hereinafter "Lease"), is executed by and between the City of Yakima, a Washington State municipal corporation (hereinafter "LESSOR") and Comprehensive Health Care, a Washington State non-profit corporation providing behavior health care services to people, including residents of Yakima (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 to provide health care services, including behavioral health services, to people experiencing homelessness and those utilizing the services offered at Camp Hope,

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:

[To Be Determined by Survey]

LESSEE acknowledges and understands that the property has limited water and sewer connection access and electrical services as of the date of this Lease. LESSEE takes all services and utilities "as is, where is" and has an opportunity to inspect the Property and make itself aware of utility locations.

2. **TERM.** The tenancy created by this Lease shall commence on July 1, 2024, and continue for a period of approximately fifteen years until June 30, 2039, unless otherwise terminated as provided for herein.
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 health care and behavioral health care clinic and provide such and other relevant services and aid to persons experiencing homeless while they search 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.** LESSEE agrees to use the property as allowed in its development permit. Notwithstanding the foregoing, in the event that LESSOR'S application for rezone of the Property remains pending when this Lease becomes effective, LESSEE may place and install its facility(ies) and conduct activities on the Property that are within the scope of activities described in RCW 35.21.915. After the LESSOR'S application for rezone of the Property is processed, and if the rezoning ordinance of the Property becomes effective, Comprehensive may use the Property for purposes outside those allowed under RCW 35.21.915 which are approved through its development permit.

6. **UTILITIES.** LESSEE accepts all utility facilities as now existing at the location "as is, where is" and understands that the LESSOR shall not be responsible for moving, adding or supplementing any utilities or utility facilities. 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 utilities, including, but not limited to, electricity, water and wastewater charges, at no charge to LESSOR.

LESSEE may connect non-residential temporary structures or facilities not permanently affixed to the ground 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 five connections for temporary bathroom, shower, laundry and/or kitchen facilities and/or an RV dump station, unless otherwise agreed to, in writing, by the LESSOR.

LESSEE shall be responsible for all utility charges, including, but not limited to, electricity, water, sewer, cable, internet, and garbage charges for the property. All billings shall be in the name of LESSEE and all payments shall be promptly made upon receiving a bill, and in no event shall any payment become delinquent. Delinquent payments for utilities may be considered a default under the terms and conditions of this Lease.

7. **CLEANING AND SANITATION.** LESSEE acknowledges that the property shall be kept in a clean and sanitary condition.

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.

10. **MAINTENANCE.** LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises as of the first date LESSEE began use of the premises. LESSEE further agrees that LESSEE shall be responsible to maintain all leased areas, trade fixtures, water and sewer lines and facilities, and other improvements,

existing and future, in an attractive and usable manner consistent with other LESSOR property. LESSEE understands and acknowledges that it is responsible for all maintenance of the water and sewer lines and facilities within the leased premises. Any back-ups, breaks, or other damages to the water or sewer lines therein shall be promptly fixed by LESSEE at its sole cost and expense.

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 within the leased premises and weed control on the Property.

11. **SIGNS AND SITE SCREENING.** No signs are allowed on the property unless approved in writing by LESSOR. Fencing and site screening shall be in accordance with LESSEE's development permit.
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 if originally made by LESSEE, the determination of which shall be solely made by LESSOR, and 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 shall comply with all building, fire, and safety regulations, including, but not limited to building codes concerning any structures built on premises and permit fees, if written permission is granted to construct on-site facilities of any kind.

15. **SUBLETTING AND ASSIGNMENT.** This Lease, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by LESSEE to any other person or entity without the prior written consent of LESSOR. LESSOR is the sole determiner of whether the Lease may be assigned, and its decision cannot be challenged. In the event that such prior written consent to an assignment is granted, then the assignee shall also assume all duties, obligations and liabilities of LESSEE stated herein, including, but not limited to the indemnification and insurance requirements.
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.

17. INDEMNITY/DUTY TO DEFEND.

A. At no cost to LESSOR, LESSEE agrees to release, indemnify, defend, and hold harmless the City of Yakima, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Lease or the acts, failures to act, errors or omissions of the LESSEE, or any of LESSEE's agent(s) or subcontractor(s), in performance of this Agreement, except for claims caused by the City's sole negligence.

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 defend, release, indemnify 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. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the LESSEE waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. LESSEE's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. LESSEE shall require that its subcontractors, and anyone directly or indirectly employed or hired by LESSEE, and anyone for whose acts LESSEE may be liable in connection with its performance of this Lease, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions

brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

E. Nothing in this section is intended to create any liability or right of indemnification in any third party.

F. The terms of this section shall survive any expiration or termination of this Lease.

18. DEFAULT, TERMINATION & FORFEITURE.

A. Early Termination.

- (1) This Lease shall terminate automatically in the event of either: (a) the LESSOR'S application to rezone the Property is withdrawn, discontinued, denied or otherwise not approved, or (b) LESSEE conducts activities on the Property that fall outside of RCW 35.21.915 prior to the effective date of the rezone ordinance affecting the Property.
- (2) The Lease may be terminated by LESSEE, at LESSEE'S option, if the rezone ordinance affecting the Property is not effective by or before December 31, 2024.
- (3) The Lease may be terminated by LESSEE, at LESSEE'S option, if the LESSEE'S development application for office and clinic use is not approved by the appropriate administrative officer by or before December 31, 2024.
- (4) The Lease may be terminated by LESSEE, at LESSEE'S option, in the event that a Lease with Grace City Outreach for the property depicted as "Grace City Outreach Property" on the drawing marked Exhibit 1 is terminated or expires without renewal prior to June 30, 2039.

B. 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.

C. Either party may terminate this Lease, for any reason or without cause, upon ninety (90) calendar days' written notice.

D. 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 as required by this Lease; 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, termination for convenience, 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, national origin, or any other protected status pursuant to any federal, state or local law, 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, national origin or any other protected status pursuant to any federal, state or local law, 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 with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If LESSEE carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the

policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Lease. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by LESSEE is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by LESSEE under this contract.

C. Automobile Insurance. On or before the effective date of this Lease, LESSEE shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If LESSEE carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Lease. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by LESSEE is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by LESSEE under this Lease. The business auto liability shall include Hired and Non-Owned coverage if necessary.

D. Employer's Liability (Stop Gap)

LESSEE and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by LESSEE or its employees for services performed under the terms of this Lease. LESSEE agrees to assume full liability for all claims arising from this Lease including claims resulting from negligent acts of all subcontractor(s). LESSEE is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit LESSEE'S liability or responsibility.

E. Professional Liability

LESSEE shall provide evidence of Professional Liability insurance covering professional errors and omissions. LESSEE shall provide the City with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Lease. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Lease.

21. **INTEGRATION AND SUPERSESSON.** 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 City Manager
129 North 2nd Street
Yakima, WA 98901
509-575-6000

COMPREHENSIVE HEALTH CARE
c/o CEO
402 South 4th Avenue
Yakima, WA 98902
509-575-4024

Time is of the essence of this entire Lease.

25. **INSPECTION AND RETENTION OF RECORDS**

A The records relating to this Lease shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such

inspection or approval shall not relieve LESSEE of responsibility for complying with this Lease, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. LESSEE shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. LESSEE's records relating to the Lease will be provided to the City upon the City's request.

B. LESSEE shall promptly furnish the City with such information and records which are related to this Lease as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Lease, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, LESSEE shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of LESSEE's books, documents, papers and records which are related to this Lease. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. All records relating to LESSEE's services under this Lease must be made available to the City, and the records relating to the Lease may be required to be produced to third parties, pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to this Lease must be retained by LESSEE for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.

C. The terms of this section shall survive any expiration or termination of this Lease.

26. **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

COMPREHENSIVE HEALTH CARE

By _____
Bob Harrison, City Manager

By _____
Jodi Daly, CEO

Date: _____

Date: _____

ATTEST:

By _____
Rosalinda Ibarra, City Clerk

City Resolution No. _____

Notary Public for the State of Washington

Residing at: _____

Appointment Expires _____

DRAFT



Exhibit 1

Camp Hope / Comprehensive Health Care
Site Plan

1. TV Room
2. Main Office / Security
3. Camp Hope Case Management Office
4. Secondary Office
5. Comprehensive Healthcare Temporary Office
- 6. 40ft ADA Restroom Unit (Men & Women)**
- 7. 40ft ADA Shower Unit (Men & Women)**
- 8. Behavioral Health Center**
9. Day Tent / Meals
10. Laundry Building
11. Restroom Trailer (Men & Women)
12. Shower Trailer (Men & Women)
13. Men's Dormitory Tent
14. Men's Dormitory Tent w/ Pets
15. Women's Dormitory Tent
16. Women's Dormitory Tent w/ Pets
17. Young Adult Shelter (Men & Women)
18. Family Shelter
19. Men's Dormitory
20. Women's Dormitory
21. Mobile Kitchen Trailer
22. Clothing Bank & Storage

**** Green Units are the Transitional Housing Units ****

24
33+



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 3.
For Meeting of: August 22, 2023

ITEM TITLE: Resolution authorizing a Memorandum of Understanding regarding mental health services at Camp Hope temporary emergency homeless encampment

SUBMITTED BY: Sara Watkins, City Attorney

SUMMARY EXPLANATION:

Comprehensive Healthcare received grant funds to provide mental health services through a mental health clinic at Camp Hope. Since the property is zoned suburban residential, a mental health clinic is currently not an allowed use. This Memorandum of Understanding outlines the roles of the parties moving forward to apply for the rezone of the property, and interim aspects of the project. Ultimately, in the event all actions are successful, the City would lease a parcel of property to Comprehensive Healthcare to be used as a mental health clinic for the adjacent temporary emergency homeless encampment, similar to how it is leasing property to Grace City Outreach for Camp Hope.

ITEM BUDGETED:

STRATEGIC PRIORITY: Partnership Development

APPROVED FOR SUBMITTAL BY THE CITY MANAGER

RECOMMENDATION:

Adopt resolution.

ATTACHMENTS:

Description	Upload Date	Type
Res-CHC GCO MOU	8/18/2023	Resolution
MOU-City & Grace City Outreach & Comprehensive Healthcare	8/18/2023	Contract
Lease Agmt-City & Grace City Outreach	8/18/2023	Contract
Lease Agmt-City & Comprehensive Healthcare	8/18/2023	Contract