

CONTRACT

Providing for the
City's Temporary Use of Part of Hillsdale Heights Property for a Micro Shelter Village

The City of Tacoma ("City"), a Washington municipal corporation, and the Housing Authority of the City of Tacoma, a housing authority organized under RCW Chapter 35.82 ("THA") agree as follows, effective May 20 2020 (Effective Date).

1. RECITALS

These recitals are part of this contract. The parties recognize and agree:

- 1.1** The City of Tacoma, as elsewhere in the state and nation, faces a homelessness crisis.
- 1.2** The homelessness crisis is compounded by the separate crisis arising from the pandemic of the COVID-19 virus, a respiratory contagion.
- 1.3** Micro shelter villages are an effective crisis response to homelessness and have proven to be a rapid and cost-effective alternative to traditional homeless shelters. These villages can also help persons experiencing homelessness achieve a measure of social distancing, sanitation, and stability that is necessary to protect themselves and the community from further spread of the virus.
- 1.4** A micro shelter village requires a certain amount of open or vacant land. THA owns vacant land at 623 and 628 E. 60th St. in Tacoma that is suitable for use as a micro shelter village.
- 1.5** THA wishes to help the City address these crises by providing the City with the temporary use of a portion of THA's property for a micro shelter village.
- 1.6** The City will be responsible for the establishment, management, and dismantling of the micro shelter village on THA's property.
- 1.7** This contract provides for mutual covenants and agreements between the parties to constitute a binding contract.

2. THE "PROPERTY"

THA owns 6.43 acres of land at the northwest corner of the intersection of South 60th and McKinley Avenue in Tacoma, commonly known as Hillsdale Heights and more particularly described as follows:

Parcel	Size	Address
0320214166	2.17 acre	628 E. 60th
0320214150	.98 acre	628 E. 60th
0320214151	.70 acre	623 E. 60th
0320214149	1.53 acre	5908 E. McKinley
0320214152	1.05 acre	629 E. 60th

This contract grants the City temporary use of approximately 1 acre of Hillsdale Heights. That portion for the City's use shows approximately on the attached map within the two parcels marked on the above table in **bold**. The parties will confer to more precisely designate the portion of the City's use. This contract will refer to that portion for the City's use as the "Property".

3. CITY USE: THE “VILLAGE”

3.1 Micro shelter Village

The City will use the Property only to establish and manage a micro shelter village for persons experiencing homelessness (the “Village”). The Village and associated activities shall be limited to the Property. The City shall not use the Property for any other purpose. Only micro shelter structures will be allowed on the Property, along with hygiene and other necessary support facilities. The City shall not permit any tents in the Village. The City may perform grading and other site work that it deems necessary to establish the micro shelter village with advance written permission from THA.

3.2 Limited Number of Micro shelters

The City shall not place more than fifty-five (55) micro shelters on the Property.

4. NO PAYMENT

The City shall not owe THA any money for this use.

5. CITY OBLIGATIONS

The City shall have the sole responsibility for financing, establishing, managing, and dismantling the Village, and then clearing and cleaning the Property. To ensure that the Village is well-run and effective, the City shall contract with a reputable organization experienced in the establishment and management of micro shelter villages, such as the Low Income Housing Institute.

6. REQUIRED FEATURES OF USE

The City must incorporate the following features into its management of the Village and care of the Property:

- The only residential structures allowed on the Property shall be micro shelters of good construction and attractive appearance. No tents for residential use shall be allowed anywhere on the Property.
- a fence around the Village for security, privacy, curb appeal, and screening;
- adequate hygiene facilities (toilets, showers, garbage collection and disposal);
- adequate storage spaces for personal items of residents such that no personal items, other than bicycles used for transportation, are stored outside of micro shelter structures;
- adequate site security;
- health and behavioral health services;
- case management services to assist people to move out of the Village to more permanent housing;
- rules regarding the safe behavior of residents, including rules recommended by public health authorities for safety during the pandemic, *e.g.* social distancing, no social visiting;
- effective management/governance of the site, including enforcement of the rules;
- respectful treatment of all residents;
- no unlawful discrimination in the provision of services or management of the Village;
- effective community outreach/communications regarding site planning and operations.

7. NEIGHBORHOOD CONSULTATION

Prior to establishing the Village, the City will arrange for and conduct consultation with surrounding residents/neighborhood groups about this use. THA may participate in the consultation; however, the City will have the responsibility for planning, organizing, and managing the consultation. As part of this consultation, the City will clearly communicate to the residents/neighborhood groups that the City is the sponsor of the Village and that it will be solely responsible for its establishment, management, and dismantling.

8. DURATION OF USE AND CITY REQUESTS TO EXTEND DURATION

The City may use the Property for a Village until **midnight December 31, 2021** (“Termination Date”). The Termination Date is firm. It can be extended only with THA’s written agreement, which THA may grant or decline in its sole discretion. If the City wishes to extend this Agreement, it will submit its written request for an extension to THA at least 90 days before the Termination Date. The request will specify the (i) new proposed Terminate Date, (ii) the reasons for it, and (iii) the community consultation about the proposed extension that the City undertook or plans to undertake, and what the City learned in that consultation.

9. REPORTS TO THA

The City will report the following information quarterly to THA:

- occupancy and vacancy rates of the Village including number of persons, number of households, and their ages;
- record of departures of residents from the Village and, of them, the number of successful transitions to more permanent housing, the average length of residency before such successful transitions, the number of departures to continued homelessness, their average length of residency, and other information useful to assess the Village’s effect on residents’ immediate and longer term prospects.
- notable operational successes and difficulties or incidents.
- neighborhood consultations and relations.

10. CONDITION OF PROPERTY

The City must clear and clean the entire Property by the Termination Date, restoring it to a condition similar to its condition at the time of the Effective Date. This includes, but is not limited to: removal of all structures, facilities, improvements, garbage, waste, and personal items, and decontamination as necessary, or other measures necessary to remove the effects of the Village on the Property. These measures will extend as necessary beyond the confine of the Village to the extent the Village affected the land beyond the Village limits, but shall not include cleanup of any condition existing prior to the date of the commencement of the Village.

11. TERMINATION

Notwithstanding anything in this Agreement to the contrary, THA and the City may terminate this Agreement without cause and for any reason on 30 days’ notice to the other.

12. NO ASSIGNMENT

The City may not assign its right to use the Property under this Agreement to any third party.

13. MISCELLANEOUS

13.1 Waste

The City shall not commit waste on or cause damage to the Property or to the surrounding THA land, and will use due care to prevent others from doing so.

13.2 No Partnership Created

This Agreement will not give rise to a partnership relation, and neither party will have authority to obligate the other without first obtaining written consent.

13.3 Governmental Regulatory Controls

The City shall use the Property in a manner that complies with all governmental regulatory controls, including all state and federal environmental laws.

13.4 Encumbrances

The City shall keep the Property free and clear of all encumbrances and liens and shall remove any liens filed against the Property based upon any act of the City or the City's invitees within 30 days from filing.

13.5 Indemnification and Liability Insurance

THA shall not be liable for any personal injury or other injury to any person, or for loss of or damage to any property or property value occurring in or about the Property from any cause whatsoever resulting from the City's use of the Property. The City shall indemnify and save THA harmless from any loss, damage, liability, or expense (including attorney's fees and other costs incurred in connection with litigation or the defense of claims, whether or not claims involve litigation) resulting from any actual or alleged personal injury or other injury to any person, or from any actual or alleged loss of or damage to any property or property value. The indemnification provided for in this paragraph with respect to any acts or omissions during the term of this Agreement shall survive the termination of the Agreement.

The City is self-insured and can provide letter of self-insurance at the request of THA.

13.6 THA Access

THA shall have full access to the Property during the term of this Agreement with two business days notice to the City so that the City may notify the Village operator.

13.7 Mediation

If a dispute rises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to Superior Court. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, either party may proceed in filing a complaint in Superior Court with respect to any unresolved controversy or claim arising from or relating to this Agreement or breach thereof. The Parties agree to share the cost of mediation equally and to each pay their own attorneys' fees and costs related to the mediation.

13.8 Attorneys' Fees

If any action at law or equity, including, an action for declaratory relief, is brought in Superior Court to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs incurred after the commencement of litigation, as determined by the court in such action, including, any appeal therefrom, or in any other separate action brought for that purpose in addition to any other relief to which that Party may otherwise be entitled

TACOMA HOUSING AUTHORITY

CITY OF TACOMA

Michael Mirra
Michael Mirra
Executive Director

Date: 05/20/20 | 12:42 PM PDT

Elizabeth A. Pauli
Elizabeth A. Pauli
City Manager

Date: 05/20/20 | 3:24 PM PDT

Approved as to form:

Steve Victor
Deputy City Attorney

EXHIBIT A

DRAFT SITE LAYOUT

