

AGREEMENT

Providing for the City's Temporary Use of Part of First Christian Church for a Micro Shelter Site

The City of Tacoma ("CITY"), a Washington municipal corporation, and the First Christian Church ("FCC") agree as follows, effective _____ 2020 (Effective Date).

1. RECITALS

These recitals are part of this Agreement. 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 sites are an effective crisis response to homelessness and have proven to be a rapid and cost-effective alternative to traditional homeless shelters. These sites 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 site requires a certain amount of open or vacant land. FCC owns vacant land that is suitable for use as a micro shelter site.
- 1.5 FCC wishes to help the CITY address these crises by providing the CITY with the temporary use of a portion of FCC's property for a micro shelter site.
- 1.6 The CITY will be responsible for the permitting, financing, establishment, management, and dismantling of the micro shelter site on FCC's property.
- 1.7 This Agreement provides for mutual covenants and agreements between the parties to constitute a binding contract.

2. THE "PROPERTY"

FCC owns approximately 6.62 acres of land located in the northwest corner of the intersection of 6th Avenue and Orchard Street in Tacoma, commonly known as "First Christian Church" and comprising the following parcels more particularly described as follows:

Parcel	Size	Address
0220025013	5.0 acres	609 N Orchard ST
0220025014	0.55 acres	602 N Orchard ST
0220025016	0.7899 acres	609 N Orchard ST
0220025017	0.28 acres	609 N Orchard ST

This Agreement grants the CITY temporary use of approximately 0.52 acres of First Christian Church property along with the use of three (3) standard parking stalls and one (1) handicapped parking stall for use by shelter site staff. The area generally designated for the CITY's use is shown approximately on the attached map (Exhibit A) within the two parcels marked on the above table in **bold**. The parties will confer to more precisely specify the

areas for CITY's use. This Agreement will refer to that portion for the CITY's use as the "Property".

3. CITY USE: THE "SITE"

3.1 Micro shelter Site

The CITY will use the Property only to establish and manage a micro shelter site for persons experiencing homelessness (the "Site"). The Site 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 Site. The CITY may perform grading and other site work that it deems necessary to establish the micro shelter site with advance notice to FCC.

4. TERM

This Agreement will be for a term beginning on the Effective Date and ending on 11:59 PM on July 31, 2023 (Termination Date). Either party hereto may elect to extend this Agreement upon such terms and conditions as maybe agreed upon in writing and signed by the parties at the time of any such extension by submitting a written request for an extension at least ninety (90) days before the termination date.

5. PAYMENT

The CITY shall pay FCC in the amount of **Three Thousand Dollars** (\$3,000.00) per month in monthly installments during the term of this Agreement with payment due on the 1st day of each month. In the event the Effective Date of this Agreement does not fall on the 1st of the month, the amount owing shall be pro-rated for the month.

6. CITY OBLIGATIONS

The CITY shall have the sole responsibility for permitting, financing, establishing, managing, and dismantling the Site, and then clearing and cleaning the Property. To ensure that the Site is well-run and effective, the CITY shall contract with a reputable organization experienced in the establishment and management of micro shelter sites.

7. UTILITIES

The CITY shall pay the cost of utility services directly related to the CITY's use of the Property. Water, electricity, WIFI used on the Property shall be separately metered and invoiced to the City.

8. REQUIRED FEATURES OF USE

The CITY must incorporate the following features into its management of the Site 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 Site 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 Site 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 Site;
- effective community outreach/communications regarding site operations.

9. 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 Site on the Property. These measures will extend as necessary beyond the confine of the Site to the extent the Site affected the land beyond the Site limits, but shall not include cleanup of any condition existing prior to the date of the commencement of the Site.

10. NO ASSIGNMENT

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

11. MISCELLANEOUS

11.1 Waste

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

11.2 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.

11.3 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.

11.4 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 sixty (60) days from filing.

11.5 Indemnification and Liability Insurance

FCC shall not be liable for any personal injury or other injury to any person, or for loss of or damage to any property 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 FCC 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 personal injury, bodily injury, or property damage except for any injuries or damages caused by the sole negligence of FCC.

11.6 The CITY is self-insured and can provide letter of self-insurance at the request of FCC.

11.7 FCC Access

FCC shall have full access to the Property to verify compliance with the terms of this Agreement with two (2) business days notice to the CITY so that the CITY may notify the Site operator.

11.8 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.

11.9 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, each party shall be responsible for and bear the cost of their own attorney's fees.

FIRST CHRISTIAN CHURCH

CITY OF TACOMA

Print Name: _____
Trustee

Elizabeth A. Pauli
City Manager

Saada Gegoux
Risk Manager

Andrew Cherullo
Finance Director

APPROVED AS TO FORM:

Deputy City Attorney



0220025018/9
#728

0220025013/4
#602/609

6TH & ORCHARD, DRAFT LAYOUT
SCALE: 1"=30' | OCT. 5, 2020



Parcel Line

Parcel Line

Parcel Line

Ex. Storm Line >>

Ex. FH

Ex. Wtr Meters

Ex. 8" Water

Ex Storm Swale >>

Ex. Storm Line >>

<< Ex. 30" Storm
<< Ex. 12" Sanitary

NEW FENCE

LAWN

HYGIENE

KITCHEN,
COMMUNITY
TENTS

EMERGENCY
EXIT

5' EXIT PATH

105.0'

PLANTING

Ex. LL

PLANTING

PLANTING

PLANTING

OFFICE

OFFICE

DUMPSTERS

SECURITY

STORAGE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

OFFICE

215.0'

ASPHALT