RESOLUTION NO. 1879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH TACOMA RESCUE MISSION FOR SHELTER AND OUTREACH SERVICES FOR THE HOMELESS IN FIFE

WHEREAS, homelessness is an ongoing crisis throughout the region, and the lack of available shelter space can hamper relief efforts; and

WHEREAS, federal courts have held governments may not criminalize the state of being “homeless in public places,” and may not criminalize conduct that is an unavoidable consequence of being homeless- namely sitting, lying, or sleeping on the streets; and

WHEREAS, Tacoma Rescue Mission provides emergency services such as shelter and food to the homeless, and offers self-sufficiency programs to help lift a person from poverty and break the chains of addiction; and

WHEREAS, Tacoma Rescue Mission provides shelter and other services without requiring participation in any religious based programs; and

WHEREAS, City staff have reached out to Tacoma Rescue Mission to find ways to work together to address the homelessness issue in Fife; and

WHEREAS, a result of this effort is the agreement is the attached agreement, which provides that in exchange for payment of $2,083.33 per month by Fife, the Rescue Mission will reserve for the City two shelter sleeping spaces every night until 8:00pm, and perform standard Search and Rescue Street Outreach responsibilities one day per week inside the City limits; and

WHEREAS, this Agreement will be a great aid in addressing the homelessness issue in the Fife community; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute a Service Agreement with The Rescue Mission (known as Tacoma Rescue Mission) substantially in the form attached hereto as Exhibit A, for homeless shelter and outreach services. The City Manager is authorized to make minor changes to the Agreement that do not substantially change its terms.

ADOPTED by the City Council at an open public meeting held on the 28th day of May, 2019.

Kim Roscoe, Mayor

Attest:

Brodie Rota, City Clerk
SERVICES AGREEMENT BETWEEN THE RESCUE MISSION AND CITY OF FIFE

This CONTRACT, made and entered into this 1 day of the month of June of year 2019 by and between the CITY OF FIFE, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and THE RESCUE MISSION, a Washington Non-profit Corporation (hereinafter referred to as “CONTRACTOR”).

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services

   A. THE CONTRACTOR agrees to diligently and completely perform the services and/or deliverables as follows:

      a. Two shelter sleeping spaces shall be reserved for the CITY every night until 8:00pm. If the spaces have not been secured for CITY use by 8:00pm, those spaces shall be released by CONTRACTOR staff to the next available shelter client.

      b. THE CONTRACTOR will perform standard Search and Rescue Street Outreach responsibilities one day per week inside the city limits of the CITY.

2. Term

   A. All services shall commence no earlier than 1 June 2019, or earlier if both CITY and CONTRACTOR agree. All services shall be satisfactorily completed 1 year after the agreed upon start date on 1 June 2019. This Contract shall expire on said date unless mutually extended in writing prior to said expiration date by both Parties.

3. Compensation and Payment

   A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract for services provided within and for the CITY. The total price to be paid by the CITY for CONTRACTOR’S full and complete performance shall not exceed $25,000 (Twenty five thousand dollars and no cents) per year. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expense incurred by CONTRACTOR.

   B. Payment shall be made in 12 monthly installments of $2,083.33, beginning June 1, 2019. The CITY shall have a 10 day grace period for each payment.

4. Termination.

   A. Either party may terminate this agreement effective at the end of any month by giving the other party 20 days written notice.
5. Usage Reports

A. CONTRACTOR shall provide the CITY with quarterly reports during the term of this Agreement showing the monthly bed usage by clients from FIFE, with the first report being due September 15, 2019.

City of Fife
By: __________________________
   Hyun Kim, City Manager

The Rescue Mission
By: __________________________

Approved as to form:

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Gregory F. Amann, City Attorney