

August 23, 2023

MOTION

I hereby move that the following motion be approved:

23-05. Authorize the Director of Utilities to enter into an amendment to the Memorandum of Understanding (“MOU”), allowing for the temporary use of property at 8208 Pacific Avenue, Tacoma, Washington, by the Neighborhood and Community Services for homelessness services, previously authorized by Motion 21-09, by extending the MOU for one additional year, through August 2024.

August 25, 2021

MOTION

I hereby move that the following motion be approved:

21-09. That the Director be authorized to enter into an MOU allowing for the temporary use of property at 8208 Pacific Avenue by Neighborhood and Community Services for homelessness services, including the stand-up and operation of a temporary mitigation/stabilization site, consistent with the terms of the proposed MOU on file with the Clerk of the Board.

**MEMORANDUM OF UNDERSTANDING No. A3298  
BY AND BETWEEN THE CITY OF TACOMA,  
Neighborhood and Community Services Department  
and  
Tacoma Public Utilities**

**Grantor:** City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)  
**Grantee:** City of Tacoma, Neighborhood and Community Services Department ("NCS")  
**Abbreviated Legal Desc.:** Lot 1, 2 and North 20 feet of Lot 3, Amendatory Plat of Cavender and Wallace's Addition to Fern Hill  
**Assessor's Tax Parcel Number:** 291500-045-0

The City of Tacoma, a municipal corporation organized under the laws of the State of Washington (hereafter "City"), through its Neighborhood and Community Services Department ("NCS") and its Department of Public Utilities AKA Tacoma Public Utilities ("TPU") through its Light Division ("Tacoma Power") enter into this Memorandum of Understanding ("MOU") effective August 26, 2021.

**WHEREAS** the City, through NCS, seeks to use TPU property at 8208 Pacific Avenue, for homelessness services, including the stand up and operation of a temporary mitigation/stabilization site to provide alternate shelter location for individuals located in encampments.

**WHEREAS** NCS seeks to use this property for a temporary period of time and in a manner that will not impact Tacoma Power's ability to provide its services to its customers.

**WHEREAS** both NCS and TPU wish to enter into this MOU to clarify and memorialize that the City's general government is responsible for setting up, maintaining, and leaving this property in the same or similar condition than when it first uses it; that the City's use may be terminated if it is determined that the use of the property by NCS is impacting Tacoma Power's ability to provide service to its customers; and that the City will cover the costs associated with the purposes related to this project.

**WHEREAS** the rights that are set forth herein are usually secured by means of a non-exclusive permit; but NCS and Tacoma Power are both part of the same legal entity—the City of Tacoma. Such a permit granted by an entity to itself is of no legal effect, since such a grant would be merged into the fee ownership vested in the City. Therefore, the departmental parties are executing this MOU to memorialize their respective undertakings.

NOW, THEREFORE, the parties agree as follows:

1. NCS plans to use the property located at 8208 Pacific Avenue, legally described on the herein attached Exhibit A (“the Property”).
2. The purpose of the use is the stand up and operation of a temporary mitigation/stabilization site to provide alternate shelter location for individuals located in encampments.
3. NCS plans to begin using the Property no earlier than August 26, 2021.
4. NCS will cease using the Property by August 12, 2023. This is a temporary use of the Property.
5. NCS will leave the Property in the same or similar condition than when it first started using the property.
6. TPU will not charge NCS for its use of the Property that is consistent with this MOU.
7. If any damages, injuries, claims or other potential liabilities arise from the City’s use of the property as described herein, the City’s general government, including any applicable insurance, will be responsible for any and all work or costs associated with such damages, injuries, claims or other liabilities. No utility money will be required for use for this purpose.
8. NCS will be the primary point of contact for inquires and/or concerns related to the temporary mitigation/stabilization site. NCS and TPU will maintain open communication surrounding the use of the property.
9. If TPU finds that the use of the property as described herein is detrimental to the utility, or if TPU is otherwise concerned about the use and its impact to the Property or to TPU, TPU shall immediately contact NCS to discuss the issue with the goal of finding a cooperative solution. If, after NCS and TPU work to resolve this issue it is not so resolved to TPU’s satisfaction, TPU may request that NCS wind down its use of the Property. TPU shall give NCS a minimum of 90 days to discontinue the use and restore the property to its original condition.
10. This memorandum of agreement is intended only to address the use of the Property by NCS and the financial responsibility associated with it.

WHEREFORE, the parties have executed this Agreement this 26<sup>th</sup> day of August 2021.

ACCEPTED AND AGREED:

CITY OF TACOMA  
NEIGHBORHOOD AND COMMUNITY  
SERVICES DEPARTMENT

CITY OF TACOMA  
TACOMA PUBLIC UTILITIES

---

Linda Stewart, Director

---

Jackie Flowers, Director

Exhibit A

Lot 1 and 2, and the North 20 feet of Lot 3, Block 8, AMENDATORY PLAT OF CAVENDER AND WALLACE'S ADDITION TO FERN HILL, PIERCE COUNTY, WASHINGTON, according to plat recorded in Book 4 of Plats at page 97.

Situate in the County of Pierce, State of Washington.

SUBJECT TO: Easement, including the terms, covenants and provisions thereof as granted by instrument, Recorded on April 12, 1954 under Auditor's file Number 1679873 Records of Pierce County, Washington, in favor of Eddie H. Currah and Laura E. Currah, husband and wife, for the right to maintain that portion of the North wall of their said building which now encroaches onto a portion of said premises, in its present position, for so long as said building remains standing. Affects a portion of the North 20 feet of Lot 3, Block 8 of said plat.