

DRAFT AGREEMENT REGARDING CLOSURE OF TEMPORARY CAMPING AREA

This Agreement is made this ____ day of August, 2020, between the City of Gainesville, Florida, a municipal corporation ("City") and ACCHH dba GRACE MARKETPLACE ("GRACE") with reference to the following recitals:

- A. Pursuant to a Services Agreement and a License Agreement, GRACE operates a shelter and homeless services facility on property owned by the City.
- B. While the shelter capacity has been temporarily reduced due to the Covid-19 pandemic, GRACE has not objected to individuals camping in portions of the parking lot and adjacent areas outside the facility.
- C. GRACE contemplates restoring shelter capacity in the immediate future, which will allow GRACE to offer shelter beds to the 25-30 individuals currently camping in the parking lot and adjacent areas.
- D. The City and GRACE wish to specify the protocols to be followed by the City and GRACE in terminating camping in the parking lot and adjacent areas outside the facility.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the City and GRACE agree as follows:

1. GRACE will provide seven (7) days' notice to each person currently camping in the parking lot and adjacent areas outside the facility that the area will be closed to camping as of August __, 2020.
2. Except for individuals who have been banned from the GRACE campus for violence or other misconduct, GRACE will offer to each person currently camping in the parking lot and adjacent areas a place in the shelter in accordance with GRACE's standard shelter intake procedures, and will encourage each person to accept the offer.
3. The City will post appropriate signage confirming that camping is not allowed in the parking lot and adjacent areas effective August __, 2020.
4. The City and GRACE will make every reasonable effort to induce persons camping in the parking lot and adjacent areas to leave voluntarily by August __, 2020, and to avoid arrests for trespassing based on camping in the parking lot and adjacent areas. Such arrests will not be made by the City unless GRACE staff confirms that all reasonable efforts have been made to induce voluntary compliance and have proved unavailing.

CITY OF GAINESVILLE:

By: _____

Lee R. Feldman, ICMA-CM, City Manager

Date

ACCHH dba GRACE MARKETPLACE:

By: _____

Jon DeCarmine, Executive Director

Date

City Attorney

Date

DRAFT