

# History of Agreements:

Short History of Events between Organizers  
of Camp James Talib-Dean Camp and Camp  
Teddy, The City of Philadelphia and the  
Philadelphia Housing Authority

# Table of Contents

<u>History of Agreements</u> .....	1
<u>Our Demands</u> .....	24
<u>JTD Demands June 26</u> .....	25
<u>Response to Homeless Advocates July 29 2020</u> .....	28
<u>August 7 MOU</u> .....	30
<u>August 13 City Agreements</u> .....	37
<u>Proposed Agreements</u> .....	39

# History of Agreements

Date: Action	Encampment Organizers	The City of Philadelphia	Philadelphia Housing Authority
<p>June 10, 2010: Establish JTD Encampment</p>	<ol style="list-style-type: none"> <li>1. PHA, RDA, PHDC transfer properties</li> <li>2. City puts moratorium on land sales until independent study.</li> <li>3. Hold abusive cops and outreach workers accountable.</li> <li>4. Repeal camping bans.</li> <li>5. Make JTD a sanctioned encampment.</li> <li>6. Sanction other encampments throughout the city.</li> <li>7. City must stop all service days and encampment evictions.</li> <li>8. City must support Tiny Homes.</li> </ol>		
<p>June 13, 2020: <a href="#">Email from Eva EG</a>  Refused to exercise authority over PHA</p>		<ol style="list-style-type: none"> <li>1. Make available COVID Prevention Hotel.</li> <li>2. Serious consideration of temporary sanctioned encampment.</li> <li>3. Executive order to establish Tiny Homes</li> <li>4. Discussion of less police role with unhoused people.</li> </ol> <p>2 Demands are addressed. 0 Demands are met.</p>	<p>No answer.</p>
<p>June 15, 2020: <a href="#">Email from Sterling Johnson</a></p>	<ol style="list-style-type: none"> <li>1. PHA, RDA, PHDC transfer properties</li> <li>2. City puts moratorium on land sales until independent study.</li> <li>3. Hold abusive cops and outreach workers accountable.</li> <li>4. Repeal camping bans.</li> <li>5. Make JTD a sanctioned encampment.</li> <li>6. Sanction other encampments throughout the city.</li> <li>7. City must stop all service days and encampment evictions.</li> <li>8. City must support Tiny Homes.</li> </ol>		<p>No answer.</p>

<p>June 26, 2020: Meeting with City Representatives: EG, LH and DH</p> <p>Organizers invite PHA and they refuse to meet. The City also refuses to exercise authority and says that they have no authority to force compliance.</p> <p>Also present: Rasheedah Phillips, Housing Lawyer</p> <p>Mike Lipuma, Housing Lawyer</p> <p>Kendra Brooks' Office.</p>	<p><b>Offer</b></p> <p>Demands 1 and 2 require exercise of authority over PHA.</p> <p>3. Hold abusive cops and outreach workers accountable.</p> <p>4. Repeal camping bans.</p> <p>5. Make JTD a sanctioned encampment.</p> <p>6. Sanction other encampments throughout the city.</p> <p>7. City must stop all service days and encampment evictions.</p> <p>8. City must support Tiny Homes.</p> <p><b>In effort to negotiate other solutions that are within power of the City of Philadelphia:</b></p> <p>Open other encampments across the city as well</p> <p>4 Covid Prevention Hotels Total</p> <p>ESG money for shared housing allowance.</p> <p>50 housing counselors</p> <p>Stop undercounting homeless people</p>	<p><b>Response</b></p> <p>1 &amp; 2. City refuses to exercise authority over PHA.</p> <p>City response at meeting</p> <p>3. No.</p> <p>4. No.</p> <p>5. No.</p> <p>6. No.</p> <p>7. No.</p> <p>8. No. They commit to Tiny Homes, but have chosen the Welcome Church and discarded input from organizers. They will use ESG dollars for this project.</p> <p>In effort to negotiate other solutions: They commit to opening one other COVID prevention space.</p> <p>8 Demands are addressed. 0 Demands are met.</p>	<p>No answer.</p>
<p>June 30, 2020: <a href="#">Meeting with DH who LIES and says that we have agreed to de-camp.</a></p>	<p><b>Response</b></p> <p>1. We will allow Homeless Connect to set up across the street.</p> <p>2. Id.</p>	<p><b>Offer</b></p> <p>1. Offer “Homeless Connect”</p> <p>2. Be present at site with DBHIDS, DPH and DHS</p>	

<p><a href="#">Organizers respond</a></p>	<p>3. Id. 4. No. 5. No. 6. No. 7. No.</p> <p>1 Demand is addressed. 0 Demands are met.</p>	<p>3. City will work to get people connected. 4. Organizers encourage people to use Homeless Connect. 5. Organizers lessen footprint. 6. Organizers communicate that camp will disband on July 11, 2020 7. Organizers make best efforts to clean site.</p> <p>1 Demand is addressed. 0 Demands are met.</p>	
<p>July 1, 2020: <a href="#">EG responds to email.</a>  <a href="#">Jen Bennetch addresses issues of violence.</a></p>	<p>1. We do not agree to timeline. 2. We do not agree to lessen footprint.</p> <p>1 Demand is addressed. 0 Demands are met.</p>	<p>1. Claims 800 permanent housing slots for people. Mentions pathways, but does not guarantee.</p> <ul style="list-style-type: none"> <li>• Includes rapid rehousing* <b>This is not permanent housing.</b></li> <li>• Includes space in SROs* <b>This is not permanent housing.</b></li> </ul> <p>2. Commits to 3 COVID prevention hotels. 3. Tiny Home pilot. 4. Reneges on opening a sanctioned encampment due to perceived danger.</p> <p>1 Demand is addressed. 0 Demands are met.</p>	
<p>July 3, 2020: PHA rejects an in-person meeting, but provides an offer.</p>	<p><b>Response</b></p> <p>No response without meeting between City and PHA together. We would like the City to assert authority over the Housing Authority.</p>		<p>Offer</p> <ol style="list-style-type: none"> <li>1. PHA will follow ejection process for squatters</li> <li>2. PHA agrees not to use police force who are in units.</li> </ol>

			<p>3. PHA commits to working with City to put help those individuals find appropriate living situations.</p> <p>4. PHA commits to create affordable housing opportunities for those individuals.</p> <p>5. Agrees to transfer properties to a community land trust using the HUD process.</p> <p>6. Stand down on attempting to remove the camp for two weeks.</p>
<p>July 9, 2020:  <a href="#">Send email demand to exercise authority over PHA or Organizers break off negotiations</a></p> <p><a href="#">Sterling responds to reject offers which do not tackle systemic issue.</a></p>	<p>1 &amp; 2. Exercise authority over PHA.</p>	<p>1 &amp; 2. No, they do not have this power over the Housing Authority.</p> <p>Announce eviction July 17<sup>th</sup>.</p>	
<p>July 16, 2020:  Sterling meets with LH &amp; DH</p>	<p>Agree to meet with city to discuss houses with Mayor and CEO of PHA.</p>	<p>Agree to meet with City and PHA to discuss houses and to postpone eviction.</p>	

<p>July 20: Meeting with JK, KJ, LH, EG, DH and LR</p>	<p><b>*The City had asserted that they could not bring PHA to the table is several meetings before now.</b></p> <p><b>Demand remains the same.</b></p> <p><b>High Priority.</b></p> <ol style="list-style-type: none"> <li>1. PHA, RDA, PHDC transfer properties</li> <li>2. City puts moratorium on land sales until independent study.</li> </ol> <p><b>We are willing to hold discussion on these agreements and focus on permanent housing.</b></p> <p>Lower priorities:</p> <ol style="list-style-type: none"> <li>3. Hold abusive cops and outreach workers accountable.</li> <li>4. Repeal camping bans.</li> <li>5. Make JTD a sanctioned encampment.</li> <li>6.</li> <li>7. City must stop all service days and encampment evictions.</li> <li>8. City must support Tiny Homes.</li> </ol>	<p>General discussion with Mayor and PHA's CEO.</p>	<p>General discussion with Mayor and PHA's CEO.</p>
<p>July 29: City puts discussion in writing.</p> <p><a href="#">Sterling responds to their document after the July 30 meeting.</a></p> <p>The City ignores presentation.</p>	<p>Responded to email July 31, which is after meeting</p> <p><b>*Agreement does not address the needs of residents which we have stated many times.</b></p> <ol style="list-style-type: none"> <li>1. Moratorium must be longer and based on the timeline of the study.</li> <li>2. We would like the police disbanded, like other housing authorities police across the country.</li> <li>3. We rejected the usual land disposition processes of the city. / We rejected the idea of an RFP process or registration process that will not be fast enough to help encampment residents.</li> </ol>	<p><b>City and PHA Joint Offer:</b></p> <ol style="list-style-type: none"> <li>1. Moratorium not to exceed 6 months.</li> <li>2. Reform PHA Police</li> <li>3. Community Choice Registration Program/Commit to a Community Land Trust Pilot.</li> <li>4. Offered existing Land Bank Disposition Process</li> <li>5. PHA Scattered Site Ombudsman</li> <li>6. Offered current PHA oversight mechanism.</li> </ol>	<p><b>City and PHA Joint Offer:</b></p> <ol style="list-style-type: none"> <li>1. Moratorium not to exceed 6 months.</li> <li>2. Reform PHA Police</li> <li>3. Community Choice Registration Program/ Commit to a Community Land Trust Pilot.</li> <li>4. Offered existing Land Bank Disposition Process</li> <li>5. PHA Scattered Site Ombudsman</li> <li>6. Offered current PHA oversight mechanism.</li> </ol>

	<p>4. We did not ask for this.</p> <p>5. This office is not independent of PHA and already exists.</p> <p>6. Families are already in houses and do not need to be displaced.</p> <p>7. Yes, we agree on this point.</p> <p>2 demands are addressed and 0 demands are met.</p>	<p>7. Squatters will go through ejection process and not be removed by police</p> <p>8. Inclusion of homeless residents in decision making.</p>	<p>7. Squatters will go through ejection process and not be removed by police</p> <p>8. Inclusion of homeless residents in decision making.</p>
<p>July 30: Meeting with JK, KJ, LH, EG, DH and LR</p> <p>Ms. Ruth Birchett attends to represent Heritage CDC.</p>	<p><b>Counter-offer</b></p> <p>Presentation on vision.</p> <p>1. Transfer houses directly to nonprofit.</p> <p>a. Provide time for contractors to repair houses and for individuals to move into houses.</p> <p>b. Assist encampment residents to move into houses.</p>	<p><b>Response</b></p> <p>No response.</p>	<p><b>Response</b></p> <p>No response.</p>
<p>August 10: Working meeting</p> <p><b>With two different documents, it seems as if organizers and the City were</b></p>	<p>Offer:</p> <p>1. License the houses to entity, like was done for Peace Park.</p> <p>2. Moratorium on land sales for 5 years (City and PHA)</p> <p>3. Willing to for go this demand. Advisory group is a compromise.</p> <p>4. Willing to let go of demand. Advisory group is a compromise.</p>	<p><b>City and PHA Joint Response:</b></p> <p>1. No. Cannot license houses. Will not do this. Community Registration Program will open.</p> <p>2. Partially met. Moratorium up to 1 year.</p> <p>3. Organizers will compromise.</p> <p>4. Organizers will compromise.</p>	<p><b>City and PHA Joint Response:</b></p> <p>1. No. Cannot license houses. Will not do this. Community Registration Program will open.</p> <p>2. Partially met. Moratorium up to 1 year.</p> <p>3. Organizers will compromise.</p> <p>4. Organizers will compromise.</p>



<p><b>working towards a compromise.</b></p> <p><a href="#">Sterling, Jen and Wiley prepare document and send to City. Receive assistance from Mike Lipuma and Rasheedah Phillips.</a></p>	<p>5. Sanctioned encampment focused on harm reduction. Have one specifically for LGBTQ and women.</p> <p>6. Make other encampments available.</p> <p>7. Stop sweeps for 1 year.</p> <p>8. Commit to Tiny House Village.</p> <p>Other agreements focused on residents:</p> <p>1. Covid prevention hotel</p> <p>2. ESG moneys</p> <p>Organizers will:</p> <p>Support with applications into hotel</p> <p>Support moves into vacant properties</p> <p>Support person with ESG applications</p> <p>Support moves to new sanctioned encampment.</p> <p>Support others making individual plans, de-camping and making best efforts to make space sanitary and clean.</p>	<p>5. Sanctioned encampment could occur in a month's time. But they could not convince any neighborhood. No.</p> <p>6. No. They will continue sweeps.</p> <p>7. Partially met. They have chosen their partner to work with. Rejected suggested community partner.</p> <p>7 demands addressed. 2 demands partially addressed. 0 demands met.</p>	<p>5. Sanctioned encampment could occur in a month's time. But they could not convince any neighborhood. No.</p> <p>6. No. They will continue sweeps.</p> <p>7. Partially met. They have chosen their partner to work with. Rejected suggested community partner.</p> <p>7 demands addressed. 2 demands partially addressed. 0 demands met.</p>
<p>August 13: <a href="#">City responds after meeting. Ends negotiations.</a></p> <p><a href="#">Jen Bennetch responds to the</a></p>	<p>Respond that we would like to continue to negotiate.</p>	<p>City accuses of us wanting all or nothing and says that we ended negotiation.</p> <p>Accuse us of not negotiating in good faith though we have done what we can to limit expansion of the footprint.</p> <p>Organizers cannot stop individuals from sleeping nearby.</p>	<p>Negotiating jointly with City at this point.</p>

<p><a href="#">ending of negotiations.</a></p>		<p>They send their document without responding to major issues raised in meeting.</p> <p>They extend moratorium from 6 to 9 months, but do not commit to ending existing contracts and returning money to those individuals with contracts that need to end.</p>	
<p>August 17: City gives 24-hours notice for eviction.</p>			
<p>August 18: Councilpeople assist in movement towards agreement.</p> <p>EG, LH, DH, LR, and TA</p>	<p>Mutual Agreement prepared by JTD Organizers</p> <p>Camp JTD: Came to an agreement that they will bring back to the camp.</p> <p><b>General provisions:</b> Covid hotel that may lead to permanent housing. (Money ends on Dec. 31., but have permanent options coming online) Rapid Rehousing Shared Existing options already available. No permanent housing for residents.</p> <p>Camp Teddy agreement: No agreement.</p>		

<p>August 20: Going through draft agreement.</p> <p>EG, LH, DH, LR, TA</p>	<p>Mutual Agreement prepared by JTD Organizers</p> <ol style="list-style-type: none"> <li>1. CCRP program with 62 houses</li> <li>2. Amnesty for families in vacant houses</li> <li>3. Rapid Rehousing program from the street.</li> <li>4. Expedite Covid prevention hotel admissions.</li> <li>5. Commit to continued conversations.</li> </ol> <ol style="list-style-type: none"> <li>1. Provide list to City of residents that want services.</li> <li>2. Collect resident information on their wants.</li> <li>3. Agreement to De-camp.</li> </ol> <p>Camp Teddy agreement: No agreement still.</p> <p><b>Previous agreement</b></p> <ol style="list-style-type: none"> <li>1. Moratorium not to exceed 9 months.</li> <li>2. Reform PHA Police</li> <li>3. Community Choice Registration Program/Commit to a Community Land Trust Pilot.</li> <li>4. Offered existing Land Bank Disposition Process</li> <li>5. PHA Scattered Site Ombudsman</li> <li>6. Offered current PHA oversight mechanism.</li> <li>7. Squatters will go through ejection process and not be removed by police</li> <li>8. Inclusion of homeless residents in decision making.</li> </ol> <p><b>8 demands addressed. 2 demands partially addressed. 0 demands met.</b></p> <p><b>*The primary demand remains around ensuring that encampment residents get access to houses. This has not been partially addressed or met.</b></p>	<p>Mutual Agreement prepared by JTD Organizers</p> <ol style="list-style-type: none"> <li>1. CCRP program</li> <li>2. Amnesty for families in vacant houses</li> <li>3. Rapid Rehousing program from the street.</li> <li>4. Expedite Covid prevention hotel admissions.</li> <li>5. Commit to continued conversations.</li> </ol> <ol style="list-style-type: none"> <li>1. Provide list to City of residents that want services.</li> <li>2. Collect resident information on their wants.</li> <li>3. If residents accept services offered by Outreach, they agree to de-camp.</li> </ol> <p>.</p> <p><b>Previous agreement</b></p> <ol style="list-style-type: none"> <li>1. Moratorium not to exceed 9 months.</li> <li>2. Reform PHA Police</li> <li>3. Community Choice Registration Program/Commit to a Community Land Trust Pilot.</li> <li>4. Offered existing Land Bank Disposition Process</li> <li>5. PHA Scattered Site Ombudsman</li> <li>6. Offered current PHA oversight mechanism.</li> <li>7. Squatters will go through ejection process and not be removed by police</li> <li>8. Inclusion of homeless residents in decision making.</li> </ol>	<p>Mutual Agreement prepared by JTD Organizers</p> <ol style="list-style-type: none"> <li>1. CCRP program</li> <li>2. Amnesty for families in vacant houses</li> <li>3. Rapid Rehousing program from the street.</li> <li>4. Expedite Covid prevention hotel admissions.</li> <li>5. Commit to continued conversations.</li> </ol> <ol style="list-style-type: none"> <li>1. Provide list to City of residents that want services.</li> <li>2. Collect resident information on their wants.</li> <li>3. Agreement to De-camp.</li> </ol> <p><b>Previous agreement</b></p> <ol style="list-style-type: none"> <li>1. Moratorium not to exceed 9 months.</li> <li>2. Reform PHA Police</li> <li>3. Community Choice Registration Program/Commit to a Community Land Trust Pilot.</li> <li>4. Offered existing Land Bank Disposition Process</li> <li>5. PHA Scattered Site Ombudsman</li> <li>6. Offered current PHA oversight mechanism.</li> <li>7. Squatters will go through ejection process and not be removed by police</li> </ol>
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			8. Inclusion of homeless residents in decision making.
August 24: Follow up	<p><b>Agreements completed:</b> Decreased footprint Took down empty tents.</p> <p><b>Focus on permanent housing:</b> JTD Camp Organizers gathered information. Have a name by name list: Around 80 houses for immediate support.</p> <p>Camp Teddy has name by name list: Less houses than JTD, but around 20-25.</p> <p>Outstanding issues: - Waiting List of mothers (around 15) - Support for individuals that went into COVID Prevention Hotel that will return to homelessness. (Around 25) - Support for people that will come out on the other side of Rapid Rehousing (Around 10)</p> <p><b>8 demands addressed. 2 demands partially addressed. 0 demands met.</b></p> <p><b>*The primary demand remains around ensuring that encampment residents get access to houses. This has not been partially addressed or met.</b></p>		<p><b>Agreements completed:</b> Received feedback for CCRP program. Will release list of houses on Sept 1.</p>

**Key:**

LH = Liz Hersh, Director of Office of Homeless Services

EG = Eva Gladstein, Deputy Managing Director, HHS

DH = David Holloman, Chief of Staff, OHS

JK = James Kenney, Mayor of Philadelphia

KJ = Kelvin Jeremiah, CEO of PHA

LR = Larry Radican, General Counsel, PHA

TA = Tumar Alexander, Deputy Managing Director

Housing Now Protest Camp   Isaac



**Eva Gladstein** - Eva Gladstein@phila.gov  
Evangelist, Housing, PHILA -

Wed, Jun 10, 10:21 AM   

Dear Sterling and Jane,

We have been told that you are representatives of the HOUSING NOW PROTEST CAMP on the Parkway. If you are not the right people to reach out to please let me know if there is someone else with whom we should communicate.

We have heard you say that you are not talking government and would rather be left alone. You know that is not possible. You won't be able to stay sleeping on the Parkway indefinitely.

We would like to work with you to find a pathway forward on and a peaceful, fair solution. That can only be achieved by talking to each other. We are asking you – or other representatives of the group to meet with us. We agree that we should conduct any discussion with full transparency, including review of all written to the press.

We have seen your demands and principles. We are coming to the table with a starting effort to solve good jobs that we are creating this conversation is correct.

1. We have hotel rooms available right now for people who are homeless and at high risk of COVID – those who are 65 or older or have underlying health conditions more hotel rooms will be available for other homeless individuals in the near future.
2. We respect your right to be self-governing. We will seriously consider among your ideas to establish a temporary settlement and support. Please tell us where your plans are for a camp that is safe for the people there and the surrounding community and locations you would like us to consider.
3. We are willing to issue an executive order regarding any health orders. We will work with you to set up the first such plan.
4. We agree that the police should have less of a role with homeless camps. We would like to hear from you what that means and see what actions we can take both immediately and long term.

We will not be able to meet all your demands. But we can and will make it easier for people of color and people who are homeless if you or other representatives of the group will talk with us. Please email us back with your response we will get started.

Regards,

Eva

Eva Gladstein (@shellev1111)  
Deputy Managing Director for Livable & Human Services  
City of Philadelphia  
Municipal Services Building, Suite 1123  
1421 John F. Kennedy Blvd.  
Philadelphia PA 19102  
Office: 215 686 3666

Image 1. June 13, 2020 Email from Eva Gladstein.

## Follow up to Protest Demands



**Sterling Johnson** - sterling.johnson@gmail.com  
to: Eva, Maria, Darrell, Maria -

Wed, Jan 10, 1:11 AM ☆ ↶ ⋮

Hi!

The students want to speak to Maria Kealey, Darrell Clarke and Kaitlin Jackson. They require the meeting to occur on the camp. They want to have a *real* discussion about the demands as well as housing and homelessness.

Right now, the Camp's lead representatives can meet at 5:00 pm on Wednesday, based on their availability. I've attached the revised demands. They are the same except to be more specific. They have requested that you address each of the demands.

Regards,

Sterling Johnson

Darrell K. Clarke  
415-954-3141 | darrellkclarke@gmail.com



Image 2. Response to June 13 email from Eva Gladstein.

Following up on today's conversation 👍 [Like](#) [Email](#) [Print](#)



**Eva Gladstein** - Eva Gladstein@phila.gov

www.phila.gov | 215-686-2621

Tue, Jun 30, 2:10 PM



Hi! Sterling and Ann – I understand that Dave Holloman spoke with you and other organizers at the 107 Camp today and entered into a proposed agreement to peacefully and fully support the residents of the camp. Please let us know within 24 hours if there are any caveats.

Thank you for your cooperation as we try to work collaboratively to advance our goals for providing permanent affordable housing.

Regards,

Eva

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**Proposed Framework for Agreement:**

The City of Philadelphia will

- Offer intensive services to those staying at the Encampment through a "Homeless Connect" event to be held from July 6<sup>th</sup> – July 10<sup>th</sup> in close proximity, but not within the 107 Camp.
- Present at the site will be representatives of the Office of Homeless Services, Department of Behavioral Health and Intellectual Disability Services, Department of Human Services, and Department of Public Health.
- City representatives will work intensely with camp participants to connect them to appropriate housing, health, and other services during this time.

Representatives of the 107 Camp will

- Encourage participation of campers in the "Homeless Connect" event and otherwise facilitate their engagement with the services.
- Begin to reduce the size of the camp immediately by removing tents that are not used for overnight habitation.
- Communicate to camp participants that the camp will disband on or before July 11, 2020.
- Make their best efforts to leave the land in good condition – removing all tents, structures, and debris from the site on or before July 11, 2020.

Eva Gladstein (@hellenbeck)

Deputy Managing Director for Health & Human Services

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Office: 215 686-3926

Cell: 215 626 2521

Image 3. David Holloman meets with us. He lies about our commitment to de-camping and we receive this message on June 30.



**Sterling Johnson** Having a job and getting a loan  
to Melissa, Catherine, Brenda, Alicia, Eva, Nadine, La'Tasha, David, Joe, Wang, Scott, Kim  
June 11. It is not going to work as a timeline. We will know when there is a plan for every person.  
Today, we discussed the following:  
1. Written description of UAH programs that lead to permanent housing  
2. Written promise for how you would change data and clarify how it will be done  
3. Opening and other items  
\*We still believe that two more should be open. The days left to make and one more  
because will go to make any contract in tomorrow. You need to be getting rid of timeline.  
We did not agree to anything. We do not agree with timeline. In fact, the timeline  
is impossible and useless. Each person needs a plan. We are waiting for more details of your  
programs. Please provide.  
Thank you,  
Sterling Johnson

Tue, Jun 20, 5:04 PM ☆ ↩

Image 4. Response to June 30 message where David Holloman mischaracterized our meeting.



**Eva Gladstein** - Deputy Managing Director

Write a reply, 17 words, 1 hour, 1 minute, 40 seconds, 100% done

09/14/2020, 1:04 PM ☆ ↶ ⋮

Rating - The one responding is your email for feedback.

**1. Written description of DBH programs that lead to permanent housing.**

Attached you will find a written description of DBH programs that can be a pathway to permanent housing. If we mutually agree to a "Housing Connect" event as offered in our email yesterday, workers from DBHETS will be available on site to make assessments as to the level and type of care that would be appropriate. This will include Certified Peer Specialists and/or Certified Recovery Specialists, who can then support the individuals as they access care. To be clear, behavioral health programs are one of the pathways to permanent supportive housing, but not the only pathway, nor is a guarantee. Some of this is up to the individual's choice as to whether they commit to ongoing ambulatory and behavioral care, employment, housing opportunities, and assessment through DBHETS. DBH and DBH programs and access is based on vulnerability to COVID, current homelessness and disabilities. Our plans for this year include approximately 600 permanent housing opportunities. These housing opportunities are a mix of different types of housing - Single Room Occupancy, independent shared housing and rental housing. We are identifying sites that can accommodate couples.

**2. Written promise for two sanctioned encampments and one house village.**

We will commit to the development of at least one five house village. This will be explicit and we anticipate it will house about 25 individuals, based upon the size of the lot. We are currently reviewing City-owned land that can be used for this purpose. As stated previously, we would issue a Request for Proposals for a not-for-profit to operate the site, and would welcome any proposals with whom you are associated to apply.

Given the experience of this camp in which the workers coexist peacefully and are exhibiting on site and another in the vicinity in less than 3 weeks, we cannot make a commitment to reopening two more - or even one more - official encampment enclosures about the same time, how viable will be provided, and engagement with the housing community of neighbors and local elected officials. We are committed to a serious conversation and negotiation of potential sites.

**3. Opening new either hotel.**

We will believe that two more should be open. The Days Inn Express and one more. We are committing to 3 hotels, the current COVID Prevention Space, which will transition to a larger hotel in the fall, and two more hotels where some negotiations are being finalized. These are exclusively for guests who are most vulnerable to COVID as defined by the CDC, those over 65 and with certain health conditions.

No one will get because they can't receive treatment. You need to be getting rid of barriers. The COVID prevention also allow people to smoke and use, among others. The location/Quintessence will be transitioning to a larger facility in August with support space and workers will have the ability to go outside for smoking breaks and recreation. DBHETS and DBH programs allow smoking on the premises. DBHETS programs also provide smoking cessation support and harm reduction such as Nicotine patches. There is also always the option of outpatient treatment.

We did not agree to anything. We do not agree to the timeline. In fact the timeline is dangerous and reckless. Each person needs a plan. We are waiting for more details of your programs. Please provide.

We agree that each person needs a plan. The purpose of being a "Housing Connect" event is to begin the development of a plan for each homeless individual at the camp. Developing a plan is a two-way street. People have to commit to their own journey of recovery. It is a process that is worked out with a housing care manager and under DBHETS support.

Regards,

eva

Eva Gladstein (phd@phila.gov)  
Deputy Managing Director for Health & Human Services  
City of Philadelphia  
Municipal Services Building, Suite 1426

Image 5. Eva Gladstein response committing to opening DBH programs that lead to permanent housing and to 3 Covid prevention hotels.



Image 6. Jen Bennetch addresses issues of violence.

Perkway and PHA encampment

Madara Hood (@madarapgho) • Wed, Jul 1, 2020

Hi!

We will be speaking with you and your community members on the subject of Perkway, PHA, and the Perky and Core City locations of the PHO Building.

If you are not a resident of the area, we will be speaking with you about the history of the area and the current situation of the area. If you are a resident of the area, we will be speaking with you about the current situation of the area and the current situation of the area.

If you are a resident of the area, we will be speaking with you about the history of the area and the current situation of the area. If you are a resident of the area, we will be speaking with you about the current situation of the area and the current situation of the area.

If you are a resident of the area, we will be speaking with you about the history of the area and the current situation of the area. If you are a resident of the area, we will be speaking with you about the current situation of the area and the current situation of the area.

We will only be speaking with you and your community members on the subject of Perkway, PHA, and the Perky and Core City locations of the PHO Building.

Regarding the Philadelphia Housing Activity, we will only be speaking with you and your community members on the subject of Perkway, PHA, and the Perky and Core City locations of the PHO Building.

Permanent housing and property transfer is a community and that is the only agenda item that we will be speaking about. Please in the JTD camp, other arrangements and organized people around the city have made it clear there is no need to speak to the PHA or not speaking about

If you would like to speak in this discussion with shared responses to be transferred then send us to go forward

Image 7. Email from Jen Bennetch clarifying position of organizers and focusing discussion on permanent housing.



Sterling Johnson (stef@joneshospital.com)  
W. 123rd, Annapolis, MD 21403, USA, (410) 496-1234

Thu, 24 Aug 2023 10:23 PM ☆ ↩ 1

We have viewed the proposed framework and it is not sufficient for the residents of the Camp JTC/Teddy. They have made it clear over and over to us, that their interest is in **permanent low-income housing**.

We must reject accepting any sort of treatment. Giving a person a choice between abstinence-based treatment and being forcibly removed by the police several days later is not an option. We will not be a part of any fines or penalties. We have already mentioned our issues with the smoking ban and those have not been addressed either. There is no need to meet with David Jones.

Concessions around the hotel, the Tiny Homes and participation in the ESG planning are important and we encourage these moves; however, they do not involve providing emergency housing for the **entanglement residents now**. We will focus on the livelihoods of people right in front of us and their immediate and emergent needs.

Jim has sent an email stating our position further and has copied Eva on it.

Regards,  
Sterling Johnson

Image 8. Message rejecting their offers without them addressing the systemic problems.

Follow up to yesterday's meeting: B



breiling.james@redcrosscanada.com

06/21/2024 10:04 AM

Hello,

I am in, pushing to the document you sent. Thank you for providing your position in writing later, for his provided his feedback.

Our priority is listening and responding to the needs of affected people. I will be working with Mike Lopez and Sue Underhill on the way forward to draft an agreement that we believe conforms to addressing the needs on the needs of the individuals affected by the camp.

Let's open to a working session where we are discussing ways to work individually at the camp and find a way to bring in the houses. This would be the priority here.

Thank you for your time and being a good neighbor!

Best,  
James

Our responses below:

**Proper Site Location:**

- No, property does not exist for the homeless, but we need to be careful of necessary.
- The study must be independent.
- There is no "red" property pending sale, there is no "red" with a "red" for affordable housing program, there is no "red" for cost of other housing programs, or the "red" for the Community Care Registration Program.

**Review of PHA Police:**

- We believe that these reforms will only lead to more deaths. We have demanded that the police force be reduced and ultimately disbanded and the money go to using and maintaining the current housing stock already served by the Housing Authority. Maintaining the police force is a waste of money.

**Acquisition of publicly owned properties for acquisition and development as affordable housing by nonprofits including community land trusts**

- We have already rejected the concept that land is disposed. You have stated that this is a process. We are sorry and so is it not the process for the residents at the JTD Camp.
- There is no "red" for us that we all agree, for us, JTD and Table Environment, which.

**Linkage for community-related issues regarding PHA Scattered Sites:**

- This is not necessary, nor do we discuss this issue. We are not looking to work in collaboration with the Housing Authority. The message from the students has been that they do not trust the Housing Authority. They have already been evicted by them. They do not need this oversight. They do not want this oversight.

**Independent oversight of PHA**

- This is not a public oversight of PHA. This is not an independent of the Housing Authority.

**Eviction of Squatters in PHA Scattered Sites**

- The squatters are already housed. They do not need to be evicted and housed even further. Another displacement will further endanger the family's health. We do not think it reasonable to evict them.

**Inclusion of persons experiencing homelessness**

- We agree.

Image 9. Response to Key City Agreements July 29



Image 10. Sent MOU on Friday for Monday meeting August 10

**Re: COVID-19**

To the Federal Way, contact info

10/13/20

We are acknowledging receipt of your brief summary of the negotiation meeting held on Monday morning.

We agree that many of the stated goals of the three organizations who raised the protest camp are consistent with the City goal to provide permanent housing for very low income individuals. For that reason, we have tried to negotiate in good faith with you, listen to the concerns, and meet the demands - more than hundreds, however, unless the protestors organized the protests are able to show the same effort to negotiate with the City and PFI in good faith, we appear to be in need to continue these discussions.

We are not a provider of social services, nor do we have any housing or social services programs for you. The only program that we have is the City's Housing Choice Voucher Program. We have received the City's PHO report in light of the fact that it has been approved by your members for the purpose of many terms and conditions. If you would consider your terms for a resolution, it is possible that, instead of asking the opportunity to help to help find and potentially pay the costs of the camp, we would be able to help you find and potentially pay the costs of the camp.

Throughout this process, we have asked you to clarify the site of the camp, remove any signs, or take other reasonable steps to help us find and lead to resolution. You have refused to do this and to share a definitive message for the camp to be removed.

Attached you will find a recap of the effort that the City and PFI have put on the table through multiple email conversations over the last two months and two in-person meetings, including this with the Mayor and Executive Director of the PFI, despite ongoing outreach. This document provides confirmation, corrections, and additional information to the state with its your email address.

Please do not forward this email to other individuals and do not forward this email to any other parties.

Regards,

Phil

**Kevin Mackinnon** (city of federal way)

Mayor | Meeting Rooms for Health & Human Services

City of Federal Way

Multi-use center building, suite 1140

1101 Ave N Kennedy Blvd

Federal Way, WA 98003

Office: 252-080-3040

Cell: 252-080-3021

Phone: Meeting Rooms | [reservations@cityoffederalway.gov](mailto:reservations@cityoffederalway.gov)

City: <https://www.cityoffederalway.gov> | 2000 E 37 Ave

City: <https://www.cityoffederalway.gov> | 2000 E 37 Ave | [reservations@cityoffederalway.gov](mailto:reservations@cityoffederalway.gov) | <https://www.cityoffederalway.gov>

City of Federal Way: <https://www.cityoffederalway.gov> | [reservations@cityoffederalway.gov](mailto:reservations@cityoffederalway.gov)

Subject: [Threatened Meeting: Letter Response from Meeting](#)

**External Email Notice:** This email comes from outside of City government. Do not click on links or open attachments unless you recognize the sender.

Image 11. City ends negotiations August 13, 2020.





Names/Email

Julia@theCity.com (Julia@theCity.com)

July 16, 2020, 11:46 PM (UTC-04:00) ☆ 🗨️

We agree that many of the stated goals of the three organizations (and created the protocol) are consistent with the City's goal to expand permanent housing for very low-income individuals. For that reason, we have tried to negotiate in good faith with you, listen to the concerns, and meet the demands - more than perfectly. However, we could not agree on the additional demands that we would like to see the City and PHA agree to. We are sorry that we could not reach an agreement on these items.

I have to disagree with that assessment. The City and PHA are not meeting in good faith. It actually seems that the city and PHA already decided what would and would not be done and only met as a formality.

PHA is not actually attempting to perform any of the services that we are requesting.

PHA is also not actually providing any of the services that we are requesting. The only services that we are requesting are the services that we are requesting.

The City should hold PHA accountable for a mix of information and housing-related activities, and other violations of City and state law, policies, and ordinances.

It is impossible that the city or PHA are meeting in good faith under these conditions.

We are disappointed that you seem to be focused on ending negotiations. At the end of our Monday meeting, we made a statement that reflected the protocol terms of the February meeting and that PHA would meet with the City and PHA agree to all of the demands of the same document, including your demand to not engage in any negotiations. In fact, you said that you would consider ending the situation. It is troubling that, instead of taking the opportunity to negotiate in good faith and potentially meet the needs of the people you state you want to help, you have instead chosen to do so.

Julia@theCity.com (Julia@theCity.com) has asked you to clarify the details of the situation.

We waited for an extended period to allow you to use of your accelerated process. It is very possible to make this happen.

We do not believe that anybody meets all of the demands and the fact that you have not offered any immediate solution to even a single violation of the agreement, but you want the agreement to end while people still have no place to go is what is troubling.

This is not the process. We have asked you to clarify the details of the situation, including the details of the situation. We have not yet received your response. We have not yet received your response.

We do not think anything if people don't have any where else to go. We are not paid to go to the end and we do not have a billion dollar annual operating budget. We are doing what we can to do what we can.

PHA is not responsible for the housing of individuals who are not in the program.

We are not responsible for the housing of individuals who are not in the program.

Where do you expect people to go. It seems that the city and PHA are ok with people being street homeless as long as they remain contained around enough that they are invisible.

Names/Email

Transformation of Practices

oversight committee

and other organizations and individuals

The City and PHA do not reason anything but economic factors.

...

Image 12. Response to City ending negotiations.



**#OccupyPHA**



**Black and Brown**  
WORKERS COOPERATIVE

**Our demands:**

**Disempower, disarm and disband the Philadelphia Police Department and all private police departments. We lift up the demands of organizers from the Black Philly Radical Collective and our comrades at Philly for Real Justice at:**

**<https://tinyurl.com/ycao5364>. You must meet their full demands.**

- 1. The City must transfer ownership of Philadelphia Housing Authority (PHA), Philadelphia Redevelopment Authority (RDA), and Philadelphia Housing Development Corporation (PHDC) vacant property to a permanent community land trust for permanent low income housing set up by Workers Revolutionary Collective and administered through local community control committees.**
- 2. The City must put a moratorium against PHA, RDA or PHDC buying, acquiring, obtaining, trading, auctioning or selling off properties to private entities until all PHA waiting list applicants have been housed and pending an independent study on the effects of mass sales and trade offs on communities and community members.**
- 3. The City must Fire all cops and city or city contracted workers that do not treat us with respect and dignity. The process must be public and transparent. You must stop cops from kicking people awake every morning.**
- 4. The City must repeal all camping ordinances and rules in the city limits. Recent legal decisions require no contact without offering permanent housing.**
- 5. The City must sanction CAMP on the PARKWAY as Permanent, Legal and Valid and a NO POLICE ZONE. The City must sanction other encampments across the city in spaces that we choose and that will be self-funded and self-governed.**
- 6. Immediately the City must stop all Service Days, Encampment Resolutions or Homeless Sweeps or any other activities that harass unhoused people.**
- 7. The City must support Tiny Houses (Not funded by LIHTC or any other capitalist scheme) that are self-funded and self-governed by unhoused people. You will not replace any existing or future low-income housing funds to build Tiny Houses.**

## **JTD Camp, Workers Revolutionary Collective, Occupy PHA and Black and Brown Worker Cooperative Demands**

**1. Open 3 other Prevention Hotels.** Provide hotels to all people at high risk for COVID complications including hospitalizations and death due to comorbidities, including seniors, hypertension, HIV, Hepatitis C, kidney disease, diabetes, chronic lung diseases, compromised immune systems, stroke, heart disease, and pregnancy. Allow partners and caregivers to accompany.

Open additional hotels for people coming out of jail and prison, people experiencing intimate partner violence and persons aging out of foster care.

No one should be discharged back to homelessness and all should have a permanent housing plan that is successfully executed. Use FEMA money.

*The One COVID Prevention Hotel is insufficient. People that are unhoused have many chronic conditions that are caused by homelessness. We must end this cycle. We must use hotels as temporary shelter to make long term sustainable plans.*

**2. City must use \$60 million received from CARES ACT for "shared housing allowances" for 1000 individuals at \$500 a piece over 10 years.** These subsidies will be city administered and not through the Housing Authority. They shall be flexible and portable. The money will follow the person.

*With rampant substandard housing and discrimination based on source of income, the city must provide housing allowances that do not reveal the money's source if possible. Section 8 and the Housing Authority are not trusted actors and cannot administer this program. They are the number one evictor and it is common knowledge in the community.*

**3. The city must hire 50 housing counselors that assist people in finding housing.** Use medicaid funds for these jobs. WRC and OccupyPHA will recommend nonprofits.

*Current practices leave much of the housing search to the person with the subsidy. We must have individuals making relationships with quality landlords, ensuring against segregation, and also documenting negative experiences and substandard housing. The housing specialists should be people that have experienced homelessness and provided a livable wage.*

**4. The City must sanction James Talib-Dean (JTD) Camp as permanent, legal and valid and a No Police Zone.** The city must sanction two other camps in the city as sanctioned encampments. In partnership with Penn Medicine and Partners In Health, we shall do an assessment of the long-term sustainability and provide infrastructure costs to the city for each site.

*Sanctioned encampments are necessary due to the nature of being unhoused. When a person does become unhoused, they should be able to go to a place where individuals have experience with homelessness and where they can receive guidance without surveillance from shelter staff. Sanctioned encampments will often be the only options for people who use drugs or that have been terminated from other programs.*

**5. Prohibit any ordinances, rule, regulation or policy which forbid camping.** No public or private entity in the city of Philadelphia shall be permitted to forbid camping or any other life sustaining activity.

*Rules and regulations related to camping are used as a basis for forcibly removing encampments. These rules and regulations must be repealed. There is precedent supporting the fact that the city is infringing on a person's substantive right to life and in violation of the Constitution by making a state-created danger when engaged in enforcing these policies. Lastly, removing a person's tent and shelter is a truly heinous act and a cruel and unusual punishment for being unhoused.*

**6. Stop all service days, encampment resolutions or homeless sweeps.** Services must focus on providing permanent housing, rather than drug treatment or temporary solutions that lead people back to the street.

*The City does 150 homeless sweeps a year. These cause constant disruption to people's lives including the destruction of their homes and their property. These are clear violations of the 4th amendment rights and they should be stopped immediately. Additionally, these encampment closures lead directly to overdoses. We have experienced more overdoses than any other major city in the United States. We must acknowledge that homeless sweeps kill people.*

**7. The City must make a public complaint process for unhoused persons to report police officers and outreach workers for harassment or abuse.** Outreach workers must wear their vests at all times and announce themselves as outreach workers. They may provide information to persons, but their jobs cannot be to extract information or to entice to shelter to meet contract requirements.

*Upon a complaint against the officer or outreach worker there must be an investigation which yields a report. A group of unhoused individuals should review the reports quarterly to make recommendations regarding officer and outreach worker harassment and abuse. There is currently no process for accountability.*

**8. The City must force the Housing Authority to set aside 4000 section 8 vouchers over the next 4 years in a program similar to the Blueprint program.** These placements will be for people that are in need of supportive housing. They will be provided permanent housing with wraparound supports. WRC and Occupy PHA will support in choosing nonprofits.

This program must focus on harm reduction and people with mental health conditions and people who use drugs. We cannot merely reject them and leave people on the street because we believe that they are a liability or that they have not been "compliant" in a previous program.

**9. Stop undercounting people that are unhoused.** The city must complete a PIT count quarterly to properly collect the federal funds needed to serve its unhoused population. The City must stop touting itself as the largest city with the lowest amount of homelessness.

*This fact is only true due to our geography and economic history. It is a slap in the face to any person searching for permanent housing currently, especially when we are a city with thousands of abandoned and vacant units. We do not attempt to get all federal funds available. That must change.*

**10. Tiny Houses have been planned and WRC and Occupy PHA must be involved and be able to veto nonprofits.** The city must consider individuals that have been doing grassroots work in homelessness after spending years ignoring and trying to denigrate these individuals.

*Tiny Houses must not take away from other low income housing efforts. They must be self governing and self sustaining. Their practice must be harm reduction and transformative justice refusing to evict or exile residents.*

**July 29, 2020**

**City of Philadelphia and Philadelphia Housing Authority**

**Response to Demands shared in July 20<sup>th</sup> meeting**

**Moratorium on the disposition of PHA property**

- PHA agrees to institute a Property Sale Moratorium on new fair market value property sales via auction, brokers or direct sales until completion of independent study not to exceed 6 months; PHA will work collaboratively with organizers to develop a mutually agreed upon scope and research team for the study. The Property Sale Moratorium would not include properties that are:
  - Pending sale, included in development agreements, or subject to other commitments already in progress which, if delayed or cancelled could result in litigation
  - To be used for deed restricted affordable housing purposes (serving households with incomes of 80% of AMI or below)
  - Required to meet grant or other funding requirements
  - Requested under the Community Choice Registration Program

**Reform of PHA Police Force**

- The Kenney Administration has announced and begun several measures to improve police department accountability, improve resource deployment, and review recent responses to recent events. This work included the [reforms announced on June 9](#). In order to address concerns about PHA Police conduct, PHA will fully participate in the police reform initiative.

**Acquisition of publicly owned properties for acquisition and development as affordable housing by nonprofits including community land trusts:**

- The City of Philadelphia makes vacant property available for nonprofits that wish to develop it as affordable housing. To access these units, there is a portal through which applications can be made for structures held by the Land Bank, Surplus Property, and the Philadelphia Redevelopment Authority. Attached is a list of structures within the City inventory. Here is the link to the portal. <https://phdcphila.org/land-management/buy-land/> The ultimate disposition must be approved by City Council. Attached is a brief flow-chart description of the process. We can provide a list of City-owned structures at your request.
- Within 15 days, PHA will release for public comment, draft guidelines for a Community Choice Registration Program (CCRP). Following review of comments received, PHA will issue the final guidelines for an additional 15 days for application/registration. PHA will welcome the inclusion of a City representative on the Evaluation Committee.
- Broadly, CCRP would allow Neighborhood Based Non-Profit Corporations, which would include community land trusts, to redevelop former public housing scattered site properties (those properties which have had or are in process of having their public housing operating subsidy removed) for affordable rental and homeownership housing for a period of not less than 20 years. We estimate that up to 300 scattered sites may be included under the CCRP. Disposition of PHA-owned property will be subject to review and approval by the U.S. Department of Housing and Urban Development.
- While PHA is able to issue a license for The Peace Park, this is a different process than is legally permitted for leasing housing. The process began five years ago, when the Peace Park became a partner in a HUD Grant award, and they began to work cooperatively with PHA and the community on a vision for the 2200 block of

Jefferson. The Peace Park will be using the properties for garden tool storage and administrative office space, not for housing.

### **Liaison for community-related issues regarding PHA Scattered sites**

- PHA will designate a Scattered Site Ombudsman to serve as primary point of contact for inquiries or complaints regarding vacant PHA owned units and to administer the CCRP.

### **Independent oversight of PHA**

- In addition to the appointment of an ombudsman for PHA Scattered-Site Housing, referenced above, PHA is already overseen at the City, Commonwealth and Federal levels. Pursuant to state law, PHA is required to have a public "whistleblower hotline." This hotline, **(215) 684-8300**, is monitored by PHA's Office of Audit and Compliance. No other housing authority in the Commonwealth is required to have this process.

PHA's Office of Audit and Compliance (OAC) is the independent oversight department established to perform investigative, audit and compliance-related activities relating to PHA's operations, programs, and services. The OAC helps to identify and reduce risks and ensuring that policies, procedures, laws, and regulations are followed, established standards are met, resources are used efficiently and effectively, and PHA objectives are achieved. OAC operates under the general direction of PHA's President & CEO with a direct reporting relationship to the Board of Commissioners.

The PHA Board of Commissioners are appointed by the Mayor and must be approved by the City Council (except for two resident Commissioners who are elected by residents under a process approved by PHA, the Mayor and City Council).

### **Treatment of Squatters in PHA Scattered Sites**

- PHA agrees to use the civil ejectment process for those squatters identified by the camp organizers. The Office of Homeless Services has agreed to provide services to those individuals, including financial support for security deposits, in the hope this this will avoid any formal eviction hearing. In order to facilitate this commitment, PHA requests that you provide a list of the addresses and names of individuals. This will not set a precedent for the treatment of future squatters in PHA properties.

### **Inclusion of persons experiencing homelessness**

- The City offers to include several homeless residents of the camps in the upcoming meeting and in any future meetings.

## MEMORANDUM OF UNDERSTANDING

This Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of August, 2020 by and between the City of Philadelphia (“City”) and the Philadelphia Housing Authority (“PHA”), on the one hand, and the Workers Revolutionary Collective, Occupy PHA, and the Black and Brown Workers Cooperative, on the other hand (hereinafter collectively referred to as the “Organizers”) (the City, PHA, and the Organizers are sometimes collectively referred to herein as the “Parties”).

### **BACKGROUND**

WHEREAS, the Parties recognize that the City of Philadelphia suffers from deep economic inequality, as reflected by the fact that the City has the highest rate of poverty and deep poverty of the ten largest cities in the United States with [Mike to add numbers];

WHEREAS, the Parties recognize that this deep economic inequality primarily impacts Black and Brown residents of the City;

WHEREAS, the Parties agree that this deep economic inequality is a primary cause of homelessness and housing insecurity;

WHEREAS, 5,735 individuals were experiencing homelessness according to the January 2019 Department of Housing and Urban Affairs (“HUD”) census;

WHEREAS, the Parties agree that the actual number of individuals experiencing homelessness is very likely higher than the figures reflected on the HUD census;

WHEREAS, the majority of individuals experiencing homelessness are Black or Brown;

WHEREAS, in addition to individuals experiencing homelessness, there are thousands of Philadelphians who are suffering from deep poverty and whose housing situations are fragile and insecure—and likely to be more so as a result of the recent economic displacement caused by the COVID-19 crisis;

WHEREAS, The City has suffered a number of high profile displacements over the several years: [Dorset and Admiral Courts](#), the Penn Wynn, The Arvilla, Brith Sholom and the Pavillion. Where the residents were majority black and/or elderly.

WHEREAS, More than 50% of Philadelphia’s renters are cost-burdened.

WHEREAS, According to a 2018 study, 67% of Philadelphia landlords refused to accept section 8 vouchers, even though it is prohibited by law.

WHEREAS, Philadelphia lost 20 percent of low cost housing between 2000-2014 in the latest data available.



WHEREAS, Wells Fargo paid a \$10 million settlement to the City of Philadelphia related to their pattern and practice of racial discrimination against Black Americans.

WHEREAS, PHA is the primary provider of publicly-subsidized housing in the City;

WHEREAS, PHA owns and controls\_\_\_\_\_vacant units of housing [**WHAT ABOUT CITY OVERALL?**];

WHEREAS, The Land Bank owns and controls\_\_\_\_\_vacant units of housing.

WHEREAS, despite this supply of vacant housing, there are approximately 40,000 people on the PHA waiting list, the waiting list for PHA housing is up to 13 years long, and the waiting list closed in 2013;

WHEREAS, the Centers for Disease Control (“CDC”) has recommended that during the COVID-19 crisis, municipal arbitrators should not disband encampments, but rather should leave them in place, and provide sanitation and hygiene services to the encampment residents;

WHEREAS, it is of utmost importance to ensure that Philadelphia is a place where low income, no income and disabled individuals have a right to the city.

WHEREAS, the Organizers have helped to build the encampment at 22<sup>nd</sup> and the Parkway (the James Talib-Dean Camp or “JTD Encampment”), and the encampment at the intersection of Ridge Avenue and Jefferson Street in Sharswood (“Camp Teddy”), to protest the lack of permanent housing for individuals experiencing homelessness and housing insecurity, despite the available supply of vacant housing, and to provide a home for the residents of the encampments until the City and PHA provide permanent housing to those residents; and

WHEREAS, the Parties agree that the foregoing recitals are material provisions of this Agreement;

NOW, THEREFORE, for the mutual covenants and conditions contained herein, and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**I. THE CITY AND PHA AGREE TO TRANSFER PROPERTIES TO THE COMMUNITY LAND TRUST**

A. Between the effective date of this Agreement and [XXX], when the Community Land Trust Pilot Program shall be enacted and funded, the City and PHA agree to lease or license [ADD NUMBER AND DESCRIPTION OF PROPERTIES] to an authorized community-based group.

B. Families that are already housed in such homes shall be entitled to remain in their homes during this one-year transition period.

C. Within one (1) year of the effective date of this Agreement [**add specific date**], the City and PHA agree to enact a Community Land Trust Pilot Program and to transfer [**ADD NUMBER AND DESCRIPTION OR ATTACH LIST OF PROPERTIES**] to an authorized community based group.

## **II. PHA AGREES TO A MORATORIUM ON LAND SALES**

A. In order to allow for Community Land Trusts to be created without losing prime properties, and also to allow sufficient time to complete the independent study referred to below, PHA agrees to halt all scheduled, pending, or future land sales for a period of five (5) years from the effective date of this Agreement.

B. The PHA agrees to fund an independent third-party to conduct an audit and study of the effect of mass land sales, including the effect of such sales on Black, Indigenous and Brown communities and individual community members, in Philadelphia and nationwide. The Organizers shall have the right to participate in the selection of the investigator who will conduct the audit and study, and to veto any investigator deemed unacceptable.

C. The Organizers shall also have the right to participate in establishing the scope of the audit and study. The scope shall include, but not be limited to, the effect of mass land sales by public housing authorities on neglect, blight, poverty, and gun violence, as well as displacement and exclusion after such sales. The study will address issues like the change in neighborhood culture, health, consumer prices at the neighborhood and block level, increased harassment by neighbors and the police.

D. PHA agrees to provide the Organizers with a list of all properties under contract for sale, or listed for sale, as of March 31, 2020.

E. PHA shall terminate all pending sales and return any deposits to those affected, similar to the action taken by the New Orleans Housing Authority.

## **III. THE CITY AGREES TO AUTHORIZE ENCAMPMENTS AND TINY HOUSES**

A. The City agrees to authorize and approve an emergency encampment for individuals who are experiencing homelessness and who do not qualify for housing. There will be a focus on harm reduction at this encampment.

B. There shall be at least one permitted encampment exclusively for non-cisgendered males, for queer and trans individuals, for people in recovery as well as an encampment open to all. These encampments may be on privately-owned, City owned, or PHA-owned property.

C. The City will commit to the development of at least one tiny house village pilot in FY21 that will house up to 25 individuals on City-owned land. The City will issue a Request for

Proposals for a nonprofit that includes people with lived experiences of homelessness in a meaningful way in its operations and decision-making to operate the site.

**IV. THE CITY AGREES TO HALT HOMELESS SWEEPS**

A. During the COVID-19 crisis, and for a period of at least one (1) year, the City shall order the police and other City agencies to halt all homeless sweeps,

B. The City also agrees to adopt and implement the recommendations for the Centers for Disease Control to provide sanitation and hygiene products and services to unhoused individuals and families.

**V. THE CITY AGREES TO CREATE AN ADVISORY GROUP REGARDING ESG AND HOMELESSNESS THAT SHALL INCLUDE THE ORGANIZERS**

A. The City and the Organizers agree to create an advisory group that includes at least [**add number**] of the Organizers. [**discuss**]. The advisory group shall include representatives of the Department of Health and Human Services, and PHA, with sufficient authority to negotiate on behalf of those agencies. The advisory group shall guide the City's Emergency Solutions Grant (ESG) grant, and also to help guide the City's policies regarding encampments and unhoused individuals.

B. The Organizers who participate in this group shall be compensated for their time at the hourly rate of \$250, consultant rate for expert knowledge to provide to city employees.

C. Disband Unsheltered Working Group so as to not be redundant.

**VI. THE CITY'S OTHER AGREEMENTS**

A. The City will open up a currently already opened Covid Prevention Hotel to encampment residents. Only residents that qualify will be allowed to enter. [**City currently not accepting people under 60. Those individuals will be provided offers of permanent housing.**]

B. The City will open one additional hotel [**Will you only be accepting people over 60 as well. We have sufficient numbers of people above 30 and with chronic diseases that have not been granted entry.**]

C. For those individuals who do not wish to enter a vacant property, a sanctioned encampment, or receive any other City service (such as shared housing or SRO), the City will

prioritize their needs through an ESG rental subsidy program with a 500/month over two years. The Organizers will help identify such individuals.

### **VIII. AGREEMENT BY THE ORGANIZERS**

Contingent on the agreements of the City and PHA set forth above, the Organizers agree to:

- A. Support unhoused encampment residents in moving to a new emergency sanctioned encampment location;
- B. Support unhoused residents' applications into COVID Prevention hotels;
- C. Support individuals' moves into vacant properties discussed above;
- D. Support application for individuals to get ESG grant for rental assistance, security deposit and monthly rental supplement;
- E. Prepare vacant properties to receive "certificate of occupancy."
- F. Upon speaking to individuals and having individual plans, vacate the space at the JTD Encampment on the Parkway and make best efforts to make sanitary and clean.

### **VIII. MISCELLANEOUS PROVISIONS**

A. In the event of any violation of the terms of this Agreement, all legal and equitable remedies, including, without limitation, injunctive relief and specific performance, shall be available to the Parties hereto. Neither the failure on the part of any Party to enforce any term or provision hereof, or the waiver of any right hereunder on a case-by-case basis, shall discharge or affect the right to enforce the same in the event of any subsequent breach or default.

B. This Agreement contains the entire agreement between the Parties, and supersedes any prior agreements, representations or promises regarding the subject matter of this Agreement. There are no agreements, representations or promises made by City and/or PHA, on the one hand, and the Organizers, on the other hand, and that are not reflected [DISCUSS] in this Agreement regarding the subject matter hereof. **[DISCUSS WHETHER YOU WANT ANY MODIFICATION TO BE IN WRITING]**

C. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted

electronically shall be valid. Each of the Parties signing below represents that he/she/they is authorized to do so on behalf of their respective principal.

THIS SPACE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have executed duplicate originals of this Agreement and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective parties.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
On behalf of City of Philadelphia

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
On behalf of the Philadelphia Housing Authority

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
On behalf of The Workers Revolutionary Collective

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
On behalf of Occupy PHA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
On behalf of the Black and Brown Workers Cooperative



## **Key Commitments made to Organizers of Housing Now Protest Camp August 13, 2020**

### **Sanctioned Encampments:**

- The City is willing to consider establishing a temporary sanctioned encampment at another site, but it must have the support of community members and the district councilmember for that use. Camp organizers must clarify how community engagement, security, governance and other issues will be managed

### **Tiny House Villages:**

- The City agrees to support the establishment of a Tiny House Village this year. It will not replace any existing or future low-income housing funds.

### **Creation of new permanent housing units:**

- The Office of Homeless Services (OHS) has issued an RFP dedicating ESG funds for Shared Housing and Project Based Rapid Rehousing. Another proposal for Shallow Rent will be forthcoming. The total funds on the table through these sources is more than \$7M dollars. We urge qualified nonprofits to apply for these funds. ESG funds are available for up to 2 years and must be fully expended by 6/30/22.
- The City agreed to and has opened 2 COVID prevention sites offering a total of 260 beds. To date, 18 people from JDT Camp have entered; more referrals are pending.
- The City has made shelter, safe haven and treatment beds available. 63 individuals from the camp have been housed to date.
- For the last three weeks, teams have been on site at least two days per week, offering access to emergency, temporary housing. Once people enter, housing case managers work with them on a permanent housing plan. Permanent housing may be subsidized, if it is available. It may be a security deposit and a year's worth of rent through the rapid rehousing program. Shared housing and shallow rent available will be available for some. People are matched with housing opportunities based on vulnerability and the availability of resources.

### **Support of a Community Land Trust:**

- The City is willing to work with Philadelphia Housing Action members on establishing a Community Land Trust or Trusts in Philadelphia. The acquisition of publicly owned properties for acquisition and development as affordable housing by nonprofits including community land trusts is as follows:
  - The City of Philadelphia makes vacant property available for nonprofits that wish to develop it as affordable housing. To access these units, there is a portal through which applications can be made for structures held by the Land Bank, Surplus Property, and the Philadelphia Redevelopment Authority. Attached is a list of structures within the City inventory. Here is the link to the portal. <https://phdcphila.org/land-management/buy-land/> The ultimate disposition must be approved by City Council. Attached is a brief flow-chart description of the process. We can provide a list of City-owned structures, should you agree to certain terms.
- PHA has released for public comment draft guidelines for a Community Choice Registration Program (CCRP). <http://www.pha.phila.gov/pha-news/pha-news/2020/community-choice-registration-program.aspx> Following review of comments received, PHA will issue the final guidelines for an additional 15 days for application/registration. Over 60 properties will be made available to interested parties through this process. PHA will welcome the inclusion of a City representative on the Evaluation Committee.
  - Broadly, CCRP would allow Neighborhood Based Non-Profit Corporations, which would include community land trusts, to redevelop former public housing scattered site properties (those properties which have had or are in process of having their public housing operating subsidy removed) for affordable rental and homeownership housing for a period of not less than 20 years. We estimate that up to 300 scattered sites

may be included under the CCRP. Disposition of PHA-owned property will be subject to review and approval by the U.S. Department of Housing and Urban Development.

#### **PHA Police:**

- The Kenney Administration has announced and begun several measures to improve police department accountability, improve resource deployment, and review recent responses to recent events. *This work is included the reforms announced on June 9.* In order to address concerns about PHA Police conduct, PHA will fully participate in the police reform initiative.

#### **Moratorium on Sales of PHA Properties:**

- PHA agrees to institute a Property Sale Moratorium on new fair market value property sales via auction, brokers or direct sales until completion of independent study not to exceed 9 months; PHA will work collaboratively with organizers to develop a mutually agreed upon scope and research team for the study. The Property Sale Moratorium would not include properties that are:
  - Pending sale, included in development agreements, or subject to other commitments already in progress which, if delayed or cancelled could result in litigation
  - To be used for deed restricted affordable housing purposes (serving households with incomes of 80% of AMI or below)
  - Required to meet grant or other funding requirements
  - Requested under the Community Choice Registration Program

#### **Community Concerns about PHA Scattered Sites:**

- PHA will designate a Scattered Site Ombudsman to serve as primary point of contact for inquiries or complaints regarding vacant PHA owned units and to administer the CCRP.

#### **Treatment of Occupy PHA squatters in PHA units:**

- PHA recognizes that 10-50 vacant houses (PHA and City inventory, primarily PHA) have been occupied by families who would otherwise be homeless. Once PHA is aware of the addresses of those units, they will work with the families to be housed within the PHA inventory, either at these homes should they be suitable or in other homes within the PHA inventory.
- During this transition period, PHA agrees to hold back on any civil ejectment process or criminal proceeding to remove the trespassers/squatters, subject to the following conditions: if the squatter/trespasser is causing no problems and PHA has no immediate need to utilize the property for other purposes (e.g. units designated for a victims of sexual violence who need to be relocated).
- The Office of Homeless Services has agreed to provide services to those individuals, including security deposits and rental assistance for up to one year.

#### **Need for continued collaboration**

- The City has committed to continuing to work with Philadelphia Housing Action on homeless and treatment system reforms and the expansion of available permanent housing.



## **PROPOSED AGREEMENT**

This Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of August, 2020 by and between the City of Philadelphia (“City”), the Office of Homeless Services (“OHS”) and the Philadelphia Housing Authority (“PHA”), on the one hand, and Resident Organizers of Camp Teddy and the Resident Organizers of the James Talib-Dean Camp (hereinafter collectively referred to as the “Organizers”) (the City, PHA, OHS, and the Organizers are sometimes collectively referred to herein as the “Parties”).

NOW, THEREFORE, for the mutual covenants and conditions contained herein, and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**THE CITY, OHS, AND PHA** agree to the following:

- To administer program to allow for disposition of 62 vacant properties to community based organizations that meet certain guidelines as a “registered organization.”
- To commit to increase the number of vacant properties that will disposed of through this process, up to 300 vacant properties in the scattered site inventory.
- To take advisement of the Organizers regarding the nature and type of community-based organizations that would be able to register to receive properties under PHA’s vacant property disposition program.
- To provide amnesty for the families that have been residing, without permission, in vacant PHA units.

- To set up and conduct an Intake/Assessment session across the street from the encampment at 22nd Street and the Benjamin Franklin Parkway on or around Thursday, August 20th 2020, which will be accessible to JTD encampment residents and to Camp Teddy encampment residents;
- To make available Rapid Rehousing Program (RRP) (a rental assistance program which gives money directly to landlords) available to encampment residents at this and future Intake/Assessment sessions with, not limited to, but at least 50 slots for (2) years;
- To expedite the process of providing Rapid Rehousing Program rental assistance in as quickly as possible, with assistance by trusted community partners specified by the Organizers.
- To expedite the process of acceptance into the COVID-19 Prevention Hotel Program for residents who are at high risk for COVID-19, a program limited to residents above 65 years of age, with the following chronic diseases: cancer, chronic kidney disease, liver disease, moderate to severe asthma, COPD, obesity, serious heart conditions, sickle cell disease, type 2 diabetes, or are in an immunocompromised state in accordance with CDC Guidelines;
- To commit to continuing discussion between the City and Organizers about long-term plans, policy, and law related to homelessness and permanent housing in the city of Philadelphia.
- To commit to finding ways to compensate individuals for their expertise provided as they consult with OHS on housing and homeless policy.
- To implement and execute the City's Options, a multifaceted plan summarized as follows:
  1. The City will provide residents with qualifying medical conditions (as articulated above) expedited relocation to the COVID-19 Prevention Hotel Program. The city will not remove residents from the COVID-19 Prevention Hotel Program until such

time as they are able to provide residents with permanent housing, or until the Program expires on or around December 31st, 2020.

2. The City will make the Rapid Rehousing Program available to encampment residents in the manner described above.
3. The City will prioritize encampment residents under existing OHS programs.
4. The City will delay the eviction of the encampments until such time as they are able to connect residents to these services.

**THE ORGANIZERS** agree to the following:

- with the consent of each individual resident, to collect each resident's name, and if possible phone number, email, and last 4 digits of their Social Security Number, and deliver this list of residents to the City on Wednesday, August 19th;
- to present the City's Options to the residents of the encampments at 22nd Street and the Benjamin Franklin Parkway (the James Talib-Dean Encampment) and at Jefferson and Ridge (Camp Teddy) before 5pm Wednesday, August 19th 2020;
- to collect feedback about the City's Options from the residents;
- to invite the residents to meet City officials on or around the afternoon of Thursday, 20 August 2020, at an outdoor location across the street from the Parkway encampment.
- To decamp any encampment residents who agree to the City's Options.

**MONITORING PROVISIONS:**

- A. The City shall provide quarterly reports on the aggregate outcomes of the encampment residents.

- B. The City shall make their best efforts to mitigate any issues or negative outcomes that arise with any encampment residents.

## **RETALIATION**

- A. No person shall be coerced, intimidated, retaliated against or interfered with due to their residence or presence in the JTD encampment or Camp Teddy or their support of the JTD encampment or Camp Teddy. Retaliation is defined as any adverse action committed by any city or city-contracted employee taken because an individual supported or was a resident at JTD encampment or Camp Teddy. Adverse actions include any statement, written or verbal.

## **MISCELLANEOUS PROVISIONS:**

- A. In the event of any violation of the terms of this Agreement, all legal and equitable remedies, including, without limitation, injunctive relief and specific performance, shall be available to the Parties hereto. Neither the failure on the part of any Party to enforce any term or provision hereof, or the waiver of any right hereunder on a case-by-case basis, shall discharge or affect the right to enforce the same in the event of any subsequent breach or default.
- B. This Agreement contains the entire agreement between the Parties, and supersedes any prior agreements, representations or promises regarding the subject matter of this Agreement. There are no agreements, representations or promises made by City and/or PHA, on the one hand, and the Organizers, on the other hand, and that are not reflected in this Agreement regarding the subject matter hereof.

C. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted electronically shall be valid.

Each of the Parties signing below represents that he/she/they is authorized to do so on behalf of their respective principal.

**IN WITNESS WHEREOF**, the parties have executed duplicate originals of this Agreement and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective parties.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

On behalf of City of Philadelphia

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

On behalf of the Philadelphia Housing Authority

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

On behalf of the Office of Homeless Services

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Encampment Organizer