

AGREEMENT FOR THE TEMPORARY
LOCATION AND OPERATION OF TENT CITY 3 ON THE UNIVERSITY
OF WASHINGTON CAMPUS

THIS AGREEMENT FOR THE TEMPORARY LOCATION AND OPERATION OF TENT CITY 3 ON THE UNIVERSITY OF WASHINGTON CAMPUS ("**Agreement**") is entered into as of October 7, 2020, between Seattle Housing and Resource Effort, a Washington nonprofit corporation ("**SHARE**") and the Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington ("**University**").

RECITALS

- A. The University has an interest in temporarily hosting Tent City 3 on the University's Seattle Campus in light of the unique educational opportunities (including service-learning opportunities for University students) that locating Tent City 3 on Campus will present.
- B. SHARE would like to establish Tent City 3 on the University's Seattle Campus for a temporary period and has an interest in promoting both formal and informal educational interactions between Tent City 3 and the University's students.

This Agreement sets forth the terms and conditions for SHARE's use of property on University's campus as follows.

AGREEMENT

1. Term. This Agreement is effective from December 17, 2020, through March 21, 2021 ("**Term**"), unless either party terminates the Agreement earlier as provided in Section 7 below. Residency will begin December 19, 2020, with the day prior used for materials delivery and set-up. Not later than 11:00 p.m. on March 21, 2021 (or upon earlier termination pursuant to Section 7 below), SHARE will fully vacate and remove all Tent City 3 structures and materials from the University's property regardless of whether Tent City 3 has an acceptable site for relocation. An exit review walk-through with University staff will occur no later than 1 p.m. on March 22, 2021.
2. Location. During the Term, the University will allow the location and operation of SHARE's Tent City 3 on a portion of parking lot W35, as shown on attached Exhibit A (the "**Site**").
3. University's Obligations. During the Term, the University commits to the following:
 - a. *Use of Facilities and Utilities*. The University will provide (i) the non-exclusive use of the Site for Tent City 3 at no cost; and (ii) provide access to tap water and a reasonable supply of household current (50a/220v) electricity at the Site, with the cost of the electricity to be paid by SHARE;
 - b. *Educational Activities and Services*. The University will explore, and when viable, implement the delivery of various educational and service programs (typically, but not exclusively, as part of clinical or experiential course components) connected with Tent City 3.
4. SHARE's Obligations. During the Term, SHARE will operate and supervise Tent City 3 according to

the following standards:

- a. *Security.* The pedestrian access point for the Site will be at northeast corner of W35 as depicted in Exhibit A and the security checkpoint for the Site will be located at the same point. Tent City 3 residents will staff the security checkpoint at all times. SHARE will ensure that two (2) security workers are on duty at all times at Tent City 3. One or more SHARE Tent City 3 Executive Committee members will be at the Site at all times.
- b. *Portable Toilets and handwashing stations.* SHARE shall provide four (4) regular and one (1) ADA accessible portable chemical toilets at the Site, and will be responsible for their maintenance. SHARE also shall provide at least two (2) portable handwashing stations to be positioned at a minimum near the portable toilets and the food preparation area.
- c. *Hygiene; Site Construction and Maintenance.* SHARE will (i) keep the Site in a clean and hygienic condition at all times by, among other actions, regularly inspecting and cleaning portable toilets as needed; and keeping handwashing stations clean and stocked with soap; (ii) providing clean bedding; and (iii) ensuring that its use of the Site will not damage the University's parking lot or other surrounding property.
- d. *COVID-19 Prevention and Mitigation.* SHARE and Tent City 3 assume all responsibility for COVID-related activities. SHARE will ensure that Tent City 3 adheres to Public Health – Seattle & King County's COVID prevention guidelines (www.kingcounty.gov/depts/health/locations/homeless-health/healthcare-for-the-homeless/~media/depts/health/homeless-health/sanitation-hygiene-guidance-for-homeless-service-providers.ashx), including physical distancing; use of face coverings; hand washing; frequent cleaning and disinfecting of high-touch surfaces; testing, quarantine, and isolation, as appropriate, and overall compliance with public health guidelines. SHARE shall provide a copy of its COVID-19 prevention and mitigation plan to the University by December 1, 2020. SHARE shall immediately alert University of any positive or inconclusive test results at Tent City 3 at any time during the residency by contacting:

Sheryl Schwartz
Assistant Director for Campus Preventive Health
206-616-3344 or sheryls@uw.edu

- e. *Water.* SHARE shall be responsible for collecting gray water for discharge in a manner approved by the City.
- f. *Electricity.* SHARE shall be responsible for paying for electricity provided by the University and for ensuring the safe use of electricity at the Site. Payment amount shall be a flat rate established by the University.
- g. *Garbage.* SHARE shall provide a 4-yard garbage dumpster at the Site and/or comparable garbage/recycling/compost bins, and shall be responsible for all waste and recycling removal at its cost. The University values recycling and composting. If possible, Tent City 3 shall separate recyclable and compostable material for pickup.
- h. *Participants' Conduct.* SHARE will enforce the Tent City 3 Code of Conduct, as shown on

attached Exhibit C, which, among other things, requires sobriety and prohibits drinking, use of non-prescription drugs, weapons, violence, and loitering in the neighborhood (in this case the University District). SHARE will also require participants of Tent City 3 to conduct themselves according to reasonable standards for civil behavior. SHARE staff members will notify the University's Police Department promptly if a staff member becomes aware of disruptive or damaging behavior by any Tent City 3 participant.

- i. *Tent City 3 Maximum Capacity.* The maximum capacity of Tent City 3 will be 97 campers. Based on CDC and Seattle King County Public Health social distancing guidance on how to safely respond to the covid-19 pandemic, the initial number of campers at Tent City 3 will be limited to 70 campers. Following consultation and guidance provided by Seattle King County Public Health, SHARE may propose expanding the number of campers at Tent City 3, up to the maximum capacity of 97. The University shall have sole discretion to review and approve or disapprove any proposal from SHARE to increase the number of campers beyond 70. In no event shall the maximum number of campers exceed any City of Seattle permit limitations. If the University approves an increase in the number of campers, it is SHARE's responsibility to comply with all CDC and Seattle King County Public Health requirements and guidance and approval by University shall not be deemed to be a representation that such requirements and guidance have been met.
 - j. *Fencing.* SHARE will install a 6' tall chain link fence around the Site with view-obscuring screening installed along its boundary. The University has recycled view obscuring material from another completed project available for this use at no cost to SHARE.
 - k. *Education.* SHARE will coordinate with the University to promote reasonable opportunities for University faculty, students and staff to interface with residents, on a voluntary basis, as part of educational objectives/programming implemented by the University. Tent City 3 residents will assist with reviewing engagement proposals.
 - l. *Communication.* SHARE will respond in a prompt manner to questions or concerns about Tent City 3 operations, regardless of the source of the question or concern.
 - m. *Departure Clean-up.* On the departure of Tent City 3 from the Site by 11 p.m. on March 21, 2021, SHARE will ensure that the Site and surrounding areas are restored to the condition in which they were found on commencement of the Term, including removing any garbage and any remaining materials from the Site. A University designee will walk through and inspect the property with a SHARE representative at or before 1 p.m. on March 22, 2021, as part of the process of Tent City 3's departure.
 - n. *Responsibility for Damage.* SHARE will promptly pay or reimburse the University for the costs of any repair or replacement of University property (real or personal) damaged or destroyed through use by or other actions of Tent City 3 participants, and for any clean-up that SHARE fails to accomplish as part of its responsibilities under 4.m above.
5. Joint Commitments. During the Term, the University and SHARE agree to:
- a. Cooperate in good faith to resolve problems;

- b. Establish a Community Advisory Committee (with members appointed by the University) that will provide advisory input on proposed encampment operations and identify methods for resolving community complaints or concerns. No action or recommendation of the Community Advisory Committee will be construed as amending or superseding the terms of this Agreement or of relieving either Party of its obligations under this Agreement.
 - c. Allow inspection of the Site without prior notice by the Public Health Department of Seattle and King County, the Seattle Fire Department, and the Seattle Office of Planning and Community Development.
 - d. Abide by the Safety and Security Plan attached as Exhibit B.
- 6. Appropriate Permits. This Agreement is conditioned on and subject to the appropriate City of Seattle permits to be obtained by the University in connection with Tent City 3.
- 7. Early Termination Rights. Either party may terminate this Agreement for any reason without cause with 24 hours prior written notice to the other party. Notwithstanding any other provision in this Agreement, the University may terminate this Agreement immediately with notice to SHARE if, in the University's sole and absolute judgment, Tent City 3 (i) fails to meet any of the standards set forth in this Agreement; or (ii) is unable to continue its operation without adversely affecting the University or its faculty, staff, or students, or the surrounding neighborhood.
- 8. Indemnification and Insurance.
 - a. Indemnification:

SHARE agrees to defend, protect, indemnify, and hold the Board of Regents of the University, and its officers, employees, students, agents, and invitees harmless from and against any and all losses, claims, or damages of any nature whatsoever brought by or on behalf of any person, firm, or corporation, arising from any injury or damage to any persons or property caused by property caused by the actions of Tent City 3 participants and invitees or SHARE's employees or agents, including volunteers.

The University agrees to defend, protect, indemnify, and hold SHARE harmless from any claims or suits brought by third parties for personal or bodily injury caused by the negligent acts or omissions of the University, its regents, officers, employees, and agents acting within their scope of employment, or its volunteers or students acting at the direction or request of the University, in the course of responsibilities imposed by approved programs of the University.
 - b. Insurance Requirements.

SHARE shall obtain at its sole expense and maintain in full force and effect for as long as SHARE shall use or occupy the Site or any portion thereof:

 - i) Commercial General Liability (CGL) insurance, and if necessary, commercial umbrella insurance, with a limit of no less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The Board of Regents of the University shall be named as an additional insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary and non-

contributory insurance with respect to any other insurance or self-insurance program maintained by the University; and

ii) Worker's Compensation coverage that complies with applicable statutes.

c. Proof of Insurance.

SHARE shall furnish the University with certificate(s) of insurance evidencing the above coverages at signing of this agreement and again at least three (3) days prior to the commencement of SHARE's use of the Site. The certificate(s) shall state that coverage will not be canceled or modified without forty-five (45) days prior written notice to the University. SHARE shall be responsible for payment of any deductibles, co-payments, or excess losses.

9. Personnel Relationships. This Agreement does not establish a partnership or joint venture between the Parties. SHARE's employees and volunteers working at the Tent City 3 Site will remain employees and volunteers of SHARE while performing work at the Site under this Agreement, and shall not be considered employees or agents of the University for any purpose. Neither Party is, or shall represent itself to be, the agent of the other for any purpose.

10. Nondiscrimination. SHARE certifies it will not discriminate in employment on the basis of race, color, religion, sex, national origin, veteran status or physical or mental disability in regard to any position for which the employee is qualified, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Title VI of the Civil Rights Act of 1964. SHARE agrees it will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

11. Notices and Communication.

SHARE shall identify to the University of Washington one SHARE Staff person and provide daytime and nighttime contact details. The University of Washington shall be notified if the contact person is changed. While these communications shall not preclude customary communication with the Executive Committee person on duty at Tent City 3, all official and consequential communications regarding camp operations, emergencies and/or the maintenance of this agreement shall be directed to the SHARE Staff person.

Any formal notice under this Agreement will be provided as follows:

If to SHARE, send to: Scott Morrow
 SHARE
 P.O. Box 2548
 Seattle, WA 98111-2548

If to University, mail to: UW Real Estate Office
Campus Box 359446
Seattle, WA 98195-9446

With a copy to: UW Regional & Community Relations
Campus Box 351243
Seattle, WA 98195-1243

- 12. Choice of Law. This Agreement shall be governed by the laws of the State of Washington, applicable to contracts that are entered into and fully performed therein, without reference to its conflict of laws principles. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state courts located in King County, Washington, and the parties hereby submit to the personal jurisdiction and venue of such courts.
- 13. No Third Party Beneficiaries. The University and Share are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to any third persons not parties to this Agreement.
- 14. Entire Agreement. Unless otherwise specified herein, this Agreement and its Exhibits constitute the entire understanding between the Parties regarding use of the Tent City 3 Site and supersedes all prior and contemporaneous communications, representations, understandings, solicitations, offers and agreements (whether oral or written). No waiver by either Party of any provision of this Agreement shall operate as a waiver of any prior, concurrent or subsequent breach(es) of the same or any other provisions, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 15. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A pdf copy of a signature of a Party hereto shall have the same effect and validity as an original signature.
- 16. Costs and Attorneys' Fees. If, by reason of any alleged default or breach on the part of either party in the performance of any of the provisions of this Agreement, a legal action is instituted, the prevailing party shall recover its reasonable costs and attorneys' fees in connection therewith.

UNIVERSITY:

SHARE:

BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON

SEATTLE HOUSING AND RESOURCE EFFORT

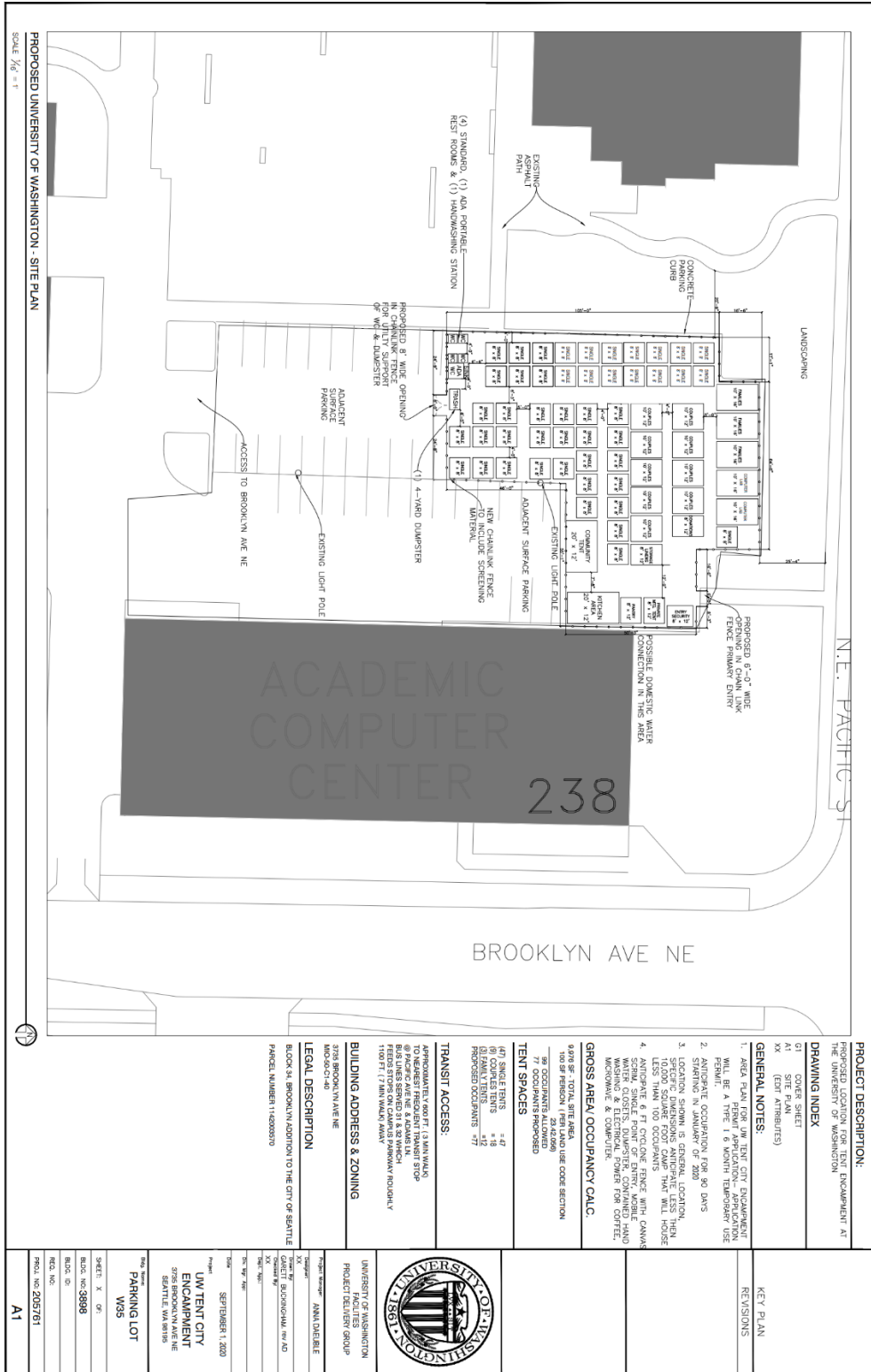
DocuSigned by:

 By: _____
 Name: Jeanette L. Henderson
 Title: Executive Director of Real Estate

DocuSigned by:

 By: _____
 Name: Scott Morrow
 Title: SHARE Representative, TC3

EXHIBIT A



PROJECT DESCRIPTION:

PROPOSED LOCATION FOR TENT ENCAMPMENT AT THE UNIVERSITY OF WASHINGTON

DRAWING INDEX

01 COVER SHEET
A1 SITE PLAN
XX (EDIT ATTRIBUTES)

GENERAL NOTES:

1. AREA PLAN FOR UW TENT CITY ENCAMPMENT WILL BE A TYPE 1 (6 MONTH TEMPORARY USE) PERMIT.
2. ANTICIPATE OCCUPATION FOR 90 DAYS
3. SITESHOP IN JANUARY OF 2020 (ESTIMATE) TO DETERMINE OCCUPANCY REQUIREMENTS. 10,000 SQUARE FOOT CAMP THAT WILL HOUSE 100-150 PERSONS. OCCUPANCY REQUIREMENTS WILL BE DETERMINED BY THE CITY OF SEATTLE.
4. ANTICIPATE 6 FT CONCrete FENCE WITH CANVAS SCREEN, SINGLE POINT OF ENTRY, MOBILE PHONE CHARGING STATION, ELECTRICAL POWER FOR COFFEE MAKER, WASHING & COMPUTER.

GROSS AREA/ OCCUPANCY CALC.

9,900 SF TOTAL SITE AREA
100 SF PER PERSON (PER LAND USE CODE SECTION 22.05.020)

99 OCCUPANTS 200 GROSS
77 OCCUPANTS PROPOSED

TENT SPACES

(4) SINGLE TENTS = 47
(6) COMPACT TENTS = 18
(1) 10' X 10' TENTS = 1
PROPOSED OCCUPANTS = 77

TRANSIT ACCESS:

UNIVERSITY OF WASHINGTON
PROJECT DELIVERY GROUP
PROJECT MANAGER: ANA DUBIELLE
DESIGNER: BO DUNNIGAN
CHECKED BY: BO DUNNIGAN
DATE: 09/11/2019
SCALE: AS SHOWN

BUILDING ADDRESS & ZONING

3738 BROOKLYN AVE NE
WASH DC 98105

LEGAL DESCRIPTION

BLOCK 34, BROOKLYN ADDITION TO THE CITY OF SEATTLE
PARCEL NUMBER 142893970



UNIVERSITY OF WASHINGTON
PROJECT DELIVERY GROUP
PROJECT MANAGER: ANA DUBIELLE
DESIGNER: BO DUNNIGAN
CHECKED BY: BO DUNNIGAN
DATE: 09/11/2019
SCALE: AS SHOWN

DATE: SEPTEMBER 1, 2020
PROJECT: UW TENT CITY ENCAMPMENT
3738 BROOKLYN AVE NE SEATTLE, WA 98105
PARKING LOT W95
SHEET: X OF 1
BDS: W0-3998
RCS: 02
RCS NO: 205761
PROJ. NO: 205761
A1

PROPOSED UNIVERSITY OF WASHINGTON - SITE PLAN
SCALE: 1/8" = 1'

EXHIBIT B

Safety & Security Plan

Purpose:

The purpose of this safety and security plan is to identify specific Tent City 3 and University roles and responsibilities to ensure Tent City 3's stay at the University provides a safe and secure environment for students, staff, faculty, Tent City 3 residents and neighbors.

A. Tent City 3 & University shared roles and responsibilities

Emergencies - In case of emergency at the camp, Tent City 3 and/or University personnel shall call 911 immediately.

Phone – Tent City 3 security has a cellphone (206-399-0412) for 24/7 contact. Tent City 3 will have a phone number to call for UW Facilities (206-685-1411) and for non-emergency contact at UWPD (206-685-8973). When calling for assistance, Tent City 3 should identify the location as “Tent City 3 in Parking Lot W35 at the University of Washington.” Contact with SHARE should be with Scott Morrow 206-448-7889 (day) or 206-451-9136 (night). Additionally, the University will maintain its emergency phone in the southwest corner of W35 for use by anyone.

Web information – The University will maintain an up-to-date website (<http://www.washington.edu/community/homelessness>) relaying information about the encampment hosting project, volunteer opportunities, contacts for academic and service learning projects and any news or updates for the community-at-large.

Campus emergency alerts – The University maintains a system for alerting the campus community in the event of a public safety issue. During the period of stay at the University, Tent City 3 will ensure that security volunteers monitor UW alerts via the UW Alert blog (<https://emergency.uw.edu>), Facebook, Twitter (@UWAlert).

Communications protocol – During the hosting period University staff from UWPD and UW Facilities will return calls to Tent City 3 within 1 hour for either immediate resolution of questions or when appropriate to schedule a follow-up meeting. When an on-site emergency occurs Tent City3 Executive Committee leaders will respond immediately to the UWPD or other University staff who has registered the alert or concern. Further communication will be with the SHARE/WHEEL contact person as described in Section 11 of the Agreement, "Notices and Communication."

Community advisory committee – A community advisory committee to the project will start meeting in fall quarter 2020 and meet regularly through winter 2021 in order to identify issues and disseminate information. Invited committee members will be appointed by the University and include University students, faculty and staff; Tent City 3; and project neighbors (both residential and business).

B. University safety and security roles and responsibilities

UWPD operations – UWPD will appoint a liaison from Command Staff to the encampment for regular

communications and problem solving over the course of the stay.

UWPD will conduct normal patrols through West Campus and in the vicinity of W35. Additionally, UWPD will check in regularly with Tent City 3 to check status and share information.

UWPD will attend the UW Encampment Community Advisory Committee meetings.

Public safety walk-through – A University-Tent City 3 coordinated walk-through of the encampment at W35 by police, fire and other emergency response personnel will occur within the first three days of setup.

C. Tent City 3 safety and security roles and responsibilities

Resident screening and background checks- Tent City 3 will utilize the most up-to-date King County Sex Offender lists for screening potential new residents. In accord with Tent City 3's stated policy, no one who is registered as a sex offender of any level may reside at Tent City 3.

Coronavirus prevention and control, COVID-19 precautions and response – Tent City 3 will operate per Public Health Seattle & King County guidance and rules with regard to the COVID-19 pandemic. This includes guidance for physical distancing, wearing of face coverings, hygiene, cleaning and disinfecting of high-touch surfaces, quarantine/testing/isolation, and other guidance. Tent City 3 will submit its COVID prevention plan to the University no later than Dec. 1, 2020. The initial number of campers at Tent City 3 will be limited to 70 campers. Following consultation and guidance provided by Seattle King County Public Health, SHARE may propose expanding the number of campers at Tent City 3, up to the maximum capacity of 97. The University shall have sole discretion to review and approve or disapprove any proposal from SHARE to increase the number of campers beyond 70. In no event shall the maximum number of campers exceed any City of Seattle permit limitations. If the University approves an increase in the number of campers, it is SHARE's responsibility to comply with all CDC and Seattle King County Public Health requirements and guidance and approval by University shall not be deemed to be a representation that such requirements and guidance have been met.

Code of conduct and violations – Tent City 3 residents and visitors will abide by the Tent City 3 code of conduct (attached). Any violations of the code of conduct will be addressed using Tent City 3's established procedures for review of alleged violations. Outcomes may include barring the individual from further residency at Tent City 3. The Tent City 3 community will then escort the barred individual(s) from the area to the nearest transit stop. Per Tent City 3 protocol, barred residents who remain in the area despite Tent City 3's efforts will be reported to the police for monitoring.

Tent City 3 volunteer security patrols – Tent City 3 residents will work in pairs in 3 hour shifts to patrol a 2-3 block area around the encampment. These patrols are intended to take care of litter in the surrounding neighborhood (even though not generated by the encampment) and to watch for illegal or suspicious behavior in the area. Tent City 3 security patrol volunteers will call 911 immediately if illegal or suspicious behavior is observed.

Entrance/security tent staffing – Tent City 3 will have at least one (1) security person at the entrance and security tent 24 hours per day.

Incident reporting- Tent City 3 will encourage residents to report non-emergency safety or security incidents to UWPD during the daily visits, or via the contact number above. These reports are intended

to help UWPD provide prompt assistance and to assist UW with its federal safety reporting requirements.

Cooking and fire use- Tent City 3 will not allow open flame in the encampment.

Health codes – Tent City 3 will continue to adhere to Public Health – Seattle & King County standards.

The University is a non-smoking campus except in areas designated by UW EH&S. A sanctioned smoking area exists at the south end of W35.

D. Safety Equipment & Supplies

Fire extinguishers – Tent City 3 will follow City of Seattle Fire Department encampment guidelines for placement of extinguishers within the camp.

First aid kits – Tent City 3 will maintain at least two (2) first aid kits accessible to all encampment residents at all times. One should be located in the kitchen tent and another at the security/entrance tent.

EXHIBIT C

SHARE/WHEEL TENT CITY

CODE OF CONDUCT

WE, THE PEOPLE OF SHARE/WHEEL,
IN ORDER TO KEEP A MORE HARMONIOUS COMMUNITY,
ASK THAT YOU OBSERVE THE FOLLOWING CODE OF CONDUCT:

SHARE/WHEEL'S TENT CITY IS A DRUG AND ALCOHOL FREE
ZONE. THOSE CAUGHT DRINKING OR USING DRUGS WILL BE
ASKED TO LEAVE. SOBRIETY IS REQUIRED.

NO WEAPONS ARE ALLOWED.
KNIVES OVER 3-1/2 INCHES MUST BE CHECKED IN.

ANY VIOLENCE WILL NOT BE TOLERATED.
PLEASE ATTEMPT TO RESOLVE ANY CONFLICT
IN A CREATIVE AND PEACEFUL MANNER.

DEGRADING ETHNIC, RACIST, SEXIST OR HOMOPHOBIC
REMARKS ARE NOT ACCEPTABLE.
NO PHYSICAL PUNISHMENT, VERBAL ABUSE OR INTIMIDATION
WILL BE TOLERATED.

WE ARE A COMMUNITY.
PLEASE RESPECT THE RIGHTS AND PRIVACY
OF YOUR FELLOW CITIZENS.

NO MEN IN THE WOMEN'S TENTS.
NO WOMEN IN THE MEN'S TENTS.
NO OPEN FLAMES.
NO LOITERING OR DISTURBING NEIGHBORS.
NO TRESPASSING.

ATTENDANCE OF AT LEAST ONE OF THE SEVERAL COMMUNITY
MEETINGS HELD THROUGH THE WEEK IS REQUIRED.
DAYS AND TIMES WILL BE POSTED SO THAT YOU MAY WORK IT
INTO YOUR SCHEDULE.

IF THESE RULES ARE NOT RESPECTED AND ENFORCED.
TENT CITY MAY BE PERMANENTLY CLOSED.