

MEMORANDUM OF UNDERSTANDING

Transitioning people out of state rights of way in King County

PARTIES

This is an agreement of the following parties:

- Washington State Department of Commerce (“COM”)
- Washington State Department of Transportation (“WSDOT”)
- Washington State Patrol (“WSP”)
- King County Regional Homelessness Authority (“KCRHA”)

PURPOSE

This memorandum establishes an agreement between the parties regarding the resources and processes that will be deployed to assist people in moving out of state rights of way and into housing.

GUIDING PRINCIPLES

The following principles describe the intent of this Memorandum:

- Nobody should live unsheltered.
- Living unsheltered on state rights of way is unsafe.
- Prompt action should be taken to move people inside.

GOALS AND OBJECTIVES

The signatories agree to work to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by:

- Promptly identifying shelter and housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs and refer them to identified emergency and other housing and other available services with their selected belongings prior to the clearing of rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

STRUCTURE

COMMERCE shall be represented by Diane Klontz, Deputy Director, Telephone: (360) 725-4142, Email: diane.klontz@commerce.wa.gov.

WSDOT shall be represented by Amy Scarton, Deputy Secretary - Transportation, Telephone: (206) 515-3401, Email: scartoa@wsdot.wa.gov.

WSP shall be represented by John Batiste, Chief of the Washington State Patrol, Telephone: (360) 596-4000, Email: john.batiste@wsp.wa.gov.

KCRHA shall be represented by Helen Howell, Deputy Chief Executive Officer, Telephone: (206) 635-0096, Email: helen.howell@kcrha.org.

COMMITMENTS

The Parties to this MOU agree that:

COM, WSP, and WSDOT will commit and prioritize available appropriations and other state capacities to address people living in state rights of way sites identified by the WSDOT.

The specifics of how funding will flow from the state and who will execute the work will be specified in contracts separate from this agreement. It is the intent of the parties to this agreement to pursue specific agreements to implement the following activities to address people living in state rights of way identified by WSDOT, subject to change as needed to address changing circumstances:

1. Outreach to people living in WSDOT identified state rights of way, including offering them emergency or other housing starting in June 2022, funded by the state for one year.
2. Prioritization by KCRHA of at least 80 existing units for people living in WSDOT identified state rights of way starting June 2022, funded by the state for one year.
3. Adequate funding for staff time associated with coordination and administration of rights of way activities; funded by the state for one year.
4. WSDOT will serve notice to people on WSDOT identified state rights of way regarding clearing of the sites.
5. If needed the WSP is readily available to assist with people living on WSDOT-identified rights of way.
6. WSDOT cleans sites after people have been relocated and makes site improvements to prevent future occupancy. WSDOT will respond to requests for additional or ongoing site changes identified by local governments to help prevent re-occupancy.
7. WSDOT and WSP will coordinate with local governments to monitor and maintain cleared state rights of way sites.

This agreement covers WSDOT-identified state rights of way sites that will be mutually agreed to by the parties to this agreement, and it is estimated that at least 80 people will be provided housing. The number of people and associated sites addressed through this agreement will be determined based on a good faith review of the adequacy of committed and available resources and what is needed to address the identified sites and the individuals living on them.

AMENDMENTS

Any amendments to this Agreement shall be in writing and agreed to by all parties.

TERMS

The parties to this agreement are required to give 90 days' advance notice of their intent to withdraw from the agreement. At this time the term of this Memorandum is open-ended and will remain so until the majority of signatories decide to terminate the partnership.

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SIGNATURES

Washington State Department of Commerce	<p>DocuSigned by: <i>Diane Klontz</i> <small>96DD7776CA2E4F3...</small></p> <hr/> <p><i>Signature of Diane Klontz</i> <i>Date</i></p>	6/22/2022 9:47 PM PDT
Washington State Department of Transportation	<p>DocuSigned by: <i>Amy Scarton</i> <small>A4EC2323C00A4B8...</small></p> <hr/> <p><i>Signature of Amy Scarton</i> <i>Date</i></p>	6/22/2022 7:31 PM PDT
Washington State Patrol	<p>DocuSigned by: <i>Walter Hamilton for John Batiste, Chief</i> <small>85D9C55195AD481...</small></p> <hr/> <p><i>Signature of John Batiste</i> <i>Date</i></p>	6/22/2022 10:17 AM PDT
King County Regional Homelessness Authority	<p>DocuSigned by: <i>Helen Howell</i> <small>80A68539CE0048D...</small></p> <hr/> <p><i>Signature of Helen Howell</i> <i>Date</i></p>	6/22/2022 5:55 PM PDT