

TEMPORARY PROPERTY USE AGREEMENT

THIS AGREEMENT FOR TEMPORARY USE OF CITY PROPERTY ("the Agreement") is hereby executed by and between the City of Woodinville, a municipal corporation located at 17301 – 133rd Avenue NE, Woodinville, WA ("the City"), and the Seattle Housing and Resource Effort and Women's Housing Equality and Enhancement League ("SHARE/WHEEL" or "Tent City 4"), a registered 501 C (3) non-profit alliance of located at 1902 Second Avenue, Seattle, WA., and Northshore United Church of Christ located at 18900 – 168th Avenue NE, Woodinville, WA.

Recitals

Whereas; the City intends to protect the interests and needs of Woodinville neighborhoods, pending resolution of regional policy decisions for locating homeless encampments by King County; and,

Whereas; Ordinance 181, and Woodinville Municipal Code (WMC) Section 12.50 affirm that the city-owned property located north of Little Bear Creek on 134th Avenue NE north of 177th Place NE and surrounded by industrial-based businesses ("the Property"), is a future park site and as such is a public facility regulated by city public facilities rules and regulations; and,

Whereas SHARE/WHEEL has accepted the offer of the use of the Property and Northshore United Church of Christ has decided to sponsor the temporary homeless encampment; and,

Whereas; the City has identified the Temporary Use Permit (TUP) application process as the appropriate means to review the use of private or public property for a temporary homeless encampment ("Tent City 4"); and,

Whereas; SHARE/WHEEL and Northshore United Church of Christ have applied for a temporary use permit to site a homeless encampment on the Property City of; and,

Whereas; SHARE/WHEEL has accepted the City of Woodinville's conditional offer to temporarily use this site for a period of up to 40 days while the temporary use permit is processed; and,

Whereas, the City desires to protect the public health, safety and welfare by entering this Agreement with SHARE/WHEEL for the purpose of ensuring that any temporary homeless encampment operated by SHARE/WHEEL within the City's jurisdiction will be subject to reasonable conditions and limitations during the pendency of the temporary use permit application process;

NOW, THEREFORE, in consideration of mutual benefits accruing and as described herein, the City, SHARE/WHEEL and Northshore United Church of Christ (collectively "the Parties") hereby agree and covenant as follow:

Terms & Conditions

Section 1. Temporary Use of City Property Authorized. The City of Woodinville authorizes SHARE/WHEEL to temporarily site a homeless encampment on the City of Woodinville property located at 17834 134th Avenue NE, Woodinville, WA, for a period of up to 40 days or the granting or denial of the aforementioned temporary use permit, whichever comes first.

Section 2. Conditions. SHARE/WHEEL'S use of the Property pursuant to this Agreement is expressly subject to the following conditions and limitations, which shall be strictly observed and construed:

A. SHARE/WHEEL shall not establish or support in any way any other unpermitted homeless encampments anywhere in the City of Woodinville during this period or a permitted extension thereof.

B. SHARE/WHEEL and one or more Woodinville-based church sponsor(s) may jointly submit an application to locate a future Tent City at some other church-owned location, but

(1) must allow sufficient time in the application process for public notice, public comment and due process of the permit application; and

(2) must agree not to establish, sponsor or support any homeless encampment within the City of Woodinville without a valid temporary use permit issued by the city.

C. SHARE/WHEEL shall ensure that the number of homeless encampment residents at the Property is limited to 100 or fewer at all times.

D. SHARE/WHEEL shall locate the encampment in the area identified on site by the City of Woodinville and shown in this agreement as Attachment A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 3. Duration of Stay on City Property. SHARE/WHEEL shall promptly vacate the Property no later than 40 days after August 14, 2004. PROVIDED, that SHARE/WHEEL and one or more Woodinville-based church sponsor(s) may jointly submit an application to maintain Tent City 4 at the Property for an additional 60 days, provided that a valid city permit is issued within the initial occupancy period of up to 40 days.

A. If such extension is intended, an application for a city temporary use permit must be submitted no later than close-of-business on August 12, 2004 to allow for expedited processing and adequate public process.

B. If such extension is agreed to between the parties, SHARE/WHEEL must agree not to operate, sponsor or otherwise support a homeless encampment in Woodinville before November 1, 2005 unless invited sooner by the City of Woodinville and one or more Woodinville-based church sponsor(s). For purposes of this Agreement, Woodinville-based church sponsorship means that one or more local faith-based communities will help sustain the successful operation of the Tent City 4 community for the duration of its visit in Woodinville, evidenced with a commitment to ensure contributions of food, counseling, donations, transportation, and other general support to the residents of Tent City 4.

C. If the parties agree to extend the temporary homeless encampment in the City of Woodinville through the initial period of up to 40 days authorized by the City and an additional 60 days allowed by a valid temporary use permit; on or before September 25, 2004, SHARE/WHEEL shall demonstrate to the satisfaction of the City Manager that SHARE/WHEEL has identified and is seeking to legally obtain appropriate permits in other potential host communities for the relocation of the temporary homeless encampment.

Section 4. Limited Relocation Assistance. The City intends to assist in the process of the orderly and lawful relocation of Tent City 4 to another jurisdiction, with the benefit of due process and public input for the next community. Such assistance will primarily take the form of providing information and documents to the other jurisdictions to assist in the processing of a request. Provided, that nothing in this section shall be construed as requiring the City to provide any specific level of support and/or relocation assistance;

Section 5. Code of Conduct: SHARE/WHEEL and its residents shall at all times relevant to this Agreement strictly adhere to and comply with the Tent City 4 "Code of Conduct", attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full. Specifically, pursuant or in addition to the provisions contained in said Code of Conduct, SHARE/WHEEL and its residents shall comply with the following requirements:

A. SHARE/WHEEL will obtain verifiable identification from prospective and existing Tent City 4 residents and obtain sex offender and warrant checks as follows:

1. SHARE/WHEEL shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from all residents of Tent City 4 and those seeking to be residents of Tent City 4.

A. (i) Said identification will be used by SHARE/WHEEL to obtain a warrant and sex offender check from the King County Sheriff's Office or the Woodinville Police Department.

(ii) If said warrant and sex offender check reveals either (1) that there exists an outstanding warrant from any jurisdiction in the United States, for the arrest of the individual who was the subject of the check; or (2) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then SHARE/WHEEL will reject the subject of the check for residency to Tent City 4 or eject the subject of the check if that person is already a Tent City 4 resident.

B. SHARE/WHEEL shall self-police and self-manage its residents and flatly prohibit alcohol, drugs, weapons, fighting, abuse of any kind, littering or disturbing neighbors while located on the Property.

C. All Tent City residents must sign an agreement to abide by the Code of Conduct and failure to do shall result in the noncompliant resident's immediate and permanent expulsion from the Property.

D. The Code of Conduct will be enforced in accordance with the conditions attached hereto as Exhibit C and incorporated herein by this reference as if set forth in full.

E. SHARE/WHEEL will appoint a Tent City 4 Executive Committee member to serve "on-duty" at all times to serve as a point of contact for Woodinville police and will orient Woodinville Police as to how the security tent operates. The names of the on-duty Executive Committee members will be posted daily in the security tent. Non-emergency contacts of police, call (206) 296-3311 and request an officer to be dispatched. For emergencies, dial 9-1-1.

Section 6. Use of Public Facilities: SHARE/WHEEL acknowledges WMC Chapter 12.50 pertaining to public facilities rules and regulations, which are herein incorporated by reference as if set forth in full, as the same now exists or may be amended by the Woodinville City Council :

A. For the duration of the temporary location of Tent City 4 permitted either by this agreement or through a temporary use permit issued by the Planning Director, residents of Tent City 4 and their registered guests shall not be considered to be trespassing on the future city park property under WMC 12.50.140;

B. PROVIDED that persons evicted from Tent City 4 by SHARE/WHEEL or persons without membership in the Tent City 4 community shall be considered to be trespassing on the site and shall be subject to the provisions of WMC 12.50.410.

Section 7. Protection of Environmentally Sensitive Areas. Portions of the Property contain environmentally sensitive areas regulated under WMC

21.24. The City and/or SHARE/WHEEL shall plainly demarcate the boundaries of said sensitive areas with appropriate signage, fencing or other means. SHARE/WHEEL and all Tent City residents will respect and refrain from entering the sensitive areas and salmon habitat surrounding the Tent City 4 site. Failure to do so shall result in the immediate expulsion of any noncompliant resident.

A. SHARE/WHEEL agrees to place temporary fencing on the upland side of the sensitive area markers to provide a physical and visual barrier for residents and service groups.

B. Tent City residents shall not encroach upon sensitive areas and salmon habitat identified by the City unless participating in a City-sanctioned volunteer habitat restoration project.

C. Tent City residents shall not harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect animals or fish within the Little Bear Creek riparian corridor, or engage in any such conduct.

Section 8. Safety and Health. SHARE/WHEEL will promote a safe and healthy living environment for the residents of tent city and to ensure the protection of residents of the surrounding neighborhoods, including but not limited to the following:

A. Tent City 4 will comply with Washington State and City of Woodinville regulations concerning drinking water connections and solid waste disposal.

B. SHARE/WHEEL will permit inspections of Tent City 4 by the Seattle & King County Public Health Department without prior notice, and implement all directives of the Health Department within the time period specified by the Health Department.

C. SHARE/WHEEL will permit access to the site at all times for Woodinville Police Department and King County Sheriff.

D. Camp leadership and security shall become familiar with duty officers and are free to discuss security concerns with them. All officers have been directed to familiarize themselves with the camp arrangement and logistics.

E. SHARE/WHEEL shall immediately contact the Woodinville Police Department if someone is rejected or ejected from Tent City 4 if the reason for rejection or ejection is an active warrant or a match on the sex offender check, or if, in the opinion of the on-duty Executive Committee member or the on-duty security staff the rejected/ejected person is a potential threat to the community.

F. SHARE/WHEEL will permit inspections of Tent City 4 by Woodinville Fire & Life Safety District without prior notice. SHARE/WHEEL will implement all directives of Woodinville Fire & Life Safety District within 48 hours of notice.

G. SHARE/WHEEL will permit inspections of Tent City 4 by the Woodinville Code Enforcement Officer at reasonable times without prior notice for compliance with the terms of this order.

Section 9. Insurance or Waiver.

A. SHARE/WHEEL: SHARE/WHEEL shall require all of its employees, volunteers and residents of the homeless encampment including visitors and guests thereof to sign waivers in favor of the City before entering the Property. Such waiver shall be on a form approved by the City. The waivers shall be all collected, stored in a secure manner for a minimum of three years and released to the City upon notification of receipt of claim or legal action from an individual. Waiver language is shown at Attachment D.

B. Northshore United Church of Christ: The church sponsor will procure and maintain in full force, throughout the duration of this Agreement, comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage.

1. Said policy shall not be cancelled nor the amount of said policy reduced except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in revocation of the Permit.
2. Certificates of coverage as required by Paragraph 1 above shall be delivered to the City within five (5) business days of issuance of the execution of this agreement.
3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Section 10. Cost-sharing. The City shall improve the Property to facilitate the temporary establishment of Tent City 4 at said site. Specially, the City will provide the following:

- A. Potable water hook-up;
- B. Gray water sewer force main for showers;
- C. Electrical power drop;
- D. Crushed rock or gravel base for key common areas and a central avenue.

Section 11. Community Involvement. SHARE/WHEEL shall encourage its residents to participate in city volunteer programs to provide donated community service and volunteer labor to offset city host costs and ensure a

successful encampment. The City Volunteer Coordinator shall make a list of volunteer opportunities and dates available to the residents.

Section 12. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority.

Section 13. Notice of Default and Enforcement. In the event any Party, acting in good faith, believes that the other Party has violated the terms of this Agreement, the aggrieved Party shall give the believed offending Party notice of the alleged violation by sending a detailed written statement of the same to the representative for the offending Party by first-class mail, postage prepaid; by delivering the same by hand; or by sending the same by telex or telecopy. This notice is intended to invite a resolution by the Parties of any dispute prior to the institution of litigation. Except as otherwise provided herein, this Agreement may be filed with a court to enforce its terms only upon the expiration of five (5) days after said notice is posted, at which time the aggrieved Party may file and serve an action for appropriate relief. For purposes of this paragraph, the identities and addresses of the Parties' representative are as set out in the following paragraph. The identity or address of the representative for any party may be changed for purposes of this paragraph by written notice to the representative for the other Party.

Notwithstanding the foregoing, if the alleged breach presents an imminent threat to the public health or safety, the City of Woodinville, after oral or written notice to SHARE/WHEEL, may seek immediate judicial intervention.

Section 14. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be deemed to have been duly given by mailing the same by first-class mail, postage prepaid; by delivering the same by hand; or by sending the same by telex or telecopy, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid, provided that communications that are mailed shall not be deemed to have been given until three business days after mailing:

SHARE/WHEEL
Scott Morrow, Men's Organizer
PO Box 2548
Seattle, WA 98111
(206) 448-7889

Northshore United Church of Christ
Rev. Paul Forman, Pastor
18900 – 168th Avenue NE
Woodinville, WA 98072
(425) 483-6557

City of Woodinville
Jason Burt
Code Enforcement Officer
17401 - 133rd Avenue N.E.
Woodinville, WA 98072
(425) 877-2285

Section 16. Governing Law. This Agreement is entered into under the laws of the state of Washington, and if it becomes necessary to interpret or enforce any of its terms, it is the intent of all parties that the laws of the state of Washington shall apply.

Section 17. Consent to Jurisdiction and Venue. All parties shall submit and not object to jurisdiction and venue in the King County Superior Court, State of Washington, in connection with any claims arising out of this Agreement.

Section 18. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 19. Attorneys' Fees. Should it be necessary for any party to this Agreement to initiate legal proceedings to adjudicate any issues arising hereunder, attorneys' fees, costs, expenses and disbursements (including the fees and expenses of expert and fact witnesses) incurred in preparing to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, shall be responsible for their own legal fees and associated costs, regardless of outcome.

Section 20. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

Section 21. Cooperation in Execution of Documents. The parties agree properly and promptly to execute and deliver any and all additional documents that may be necessary to render this Agreement and/or the documents executed

pursuant to the Exhibits attached hereto legally and practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

Section 22. Headings Not Controlling. The paragraph headings included herein are for reference only and are not a part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

Section 23. Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

Section 24. Equal Opportunity to Participate in Drafting. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

Section 25. Incorporation of Exhibits. The Exhibits and other documents referred to in this Agreement are incorporated herein by this reference as if fully set forth here. PROVIDED, that except as expressly specified herein to the contrary, the provisions of this Agreement shall control over any inconsistent or contradictory provisions of any Exhibit or other document to, but only to, the extent of such inconsistency or contradictions.

Section 26. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

Section 27. Statute of Limitations. All claims or causes of action arising out of this Agreement must be brought within two years (2) after they accrue. Failure to bring suit within this time period shall be a complete bar to any such claims or causes of action.

Section 28. Final and Complete Agreement. This Agreement together with the Exhibits attached hereto constitutes the final and complete expression of the parties on all subjects. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects including without limitation. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

Section 29. Full Understanding; Independent Legal Counsel. The parties each acknowledge, represent and agree that they have read this Agreement and the Exhibits attached; that they fully understand the terms thereof; that they have been fully advised by their legal counsel, accountants and other advisors with respect thereto; and that they are executed by them upon the advice and recommendation of their independent legal counsel.

Section 30. Indemnification. Northshore United Church of Christ shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits of any nature, including attorney fees, arising out of or in connection with the conduct of Northshore's business, or from activities or operations of Northshore in or about the Property, except only such injury or damage as shall have been occasioned by the negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Northshore United Church of Christ and the City, its officers, officials, employees or volunteers, the Northshore United Church of Christ's liability shall be only to the extent of Northshore United Church of Christ's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Northshore United Church of Christ's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. Notwithstanding any other provision of this Agreement, the provisions of this section shall survive the limitations period expressed herein.

Section 31. No Employment Relationship Created. Nothing herein shall be construed as establishing an employment relationship between the City and any employee or agent of SHARE/WHEEL or Northshore United Church of Christ, or between SHARE/WHEEL of Northshore United Church of Christ and any employee or agent of the City.

Section 32. No Third-Party Rights. This Agreement is executed by and for the exclusive benefit of the signatory parties hereto. Nothing herein shall be construed as establishing or conveying any right, privilege or cause of action to or in any other party.

Section 33. Regulatory Authority Reserved. The Parties hereto acknowledge that the City has executed this Agreement in its proprietary capacity

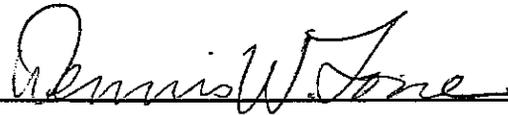
as legal owner of the Property. Nothing herein shall be construed as a waiver, abridgement or other limitation of the City's regulatory authority, which the City hereby expressly reserves in full.

Section 34. Condition of Property. SHARE/WHEEL shall, upon vacating the Property, return the same to the City in approximately the same condition extant prior to SHARE/WHEEL's use thereof.

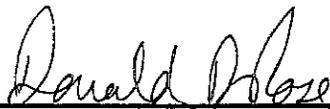
APPROVED this 25th day of August, 2004:



Leo Rhodes; SHARE/WHEEL Board Member



Dennis W. Lone; Northshore United Church of Christ



Donald D. Rose; City Manager

ATTEST: 

Sandra A. Parker; City Clerk

sp. c.

Approved as to form: 

8/26/04

City Attorney

EXHIBIT A
SITE MAP

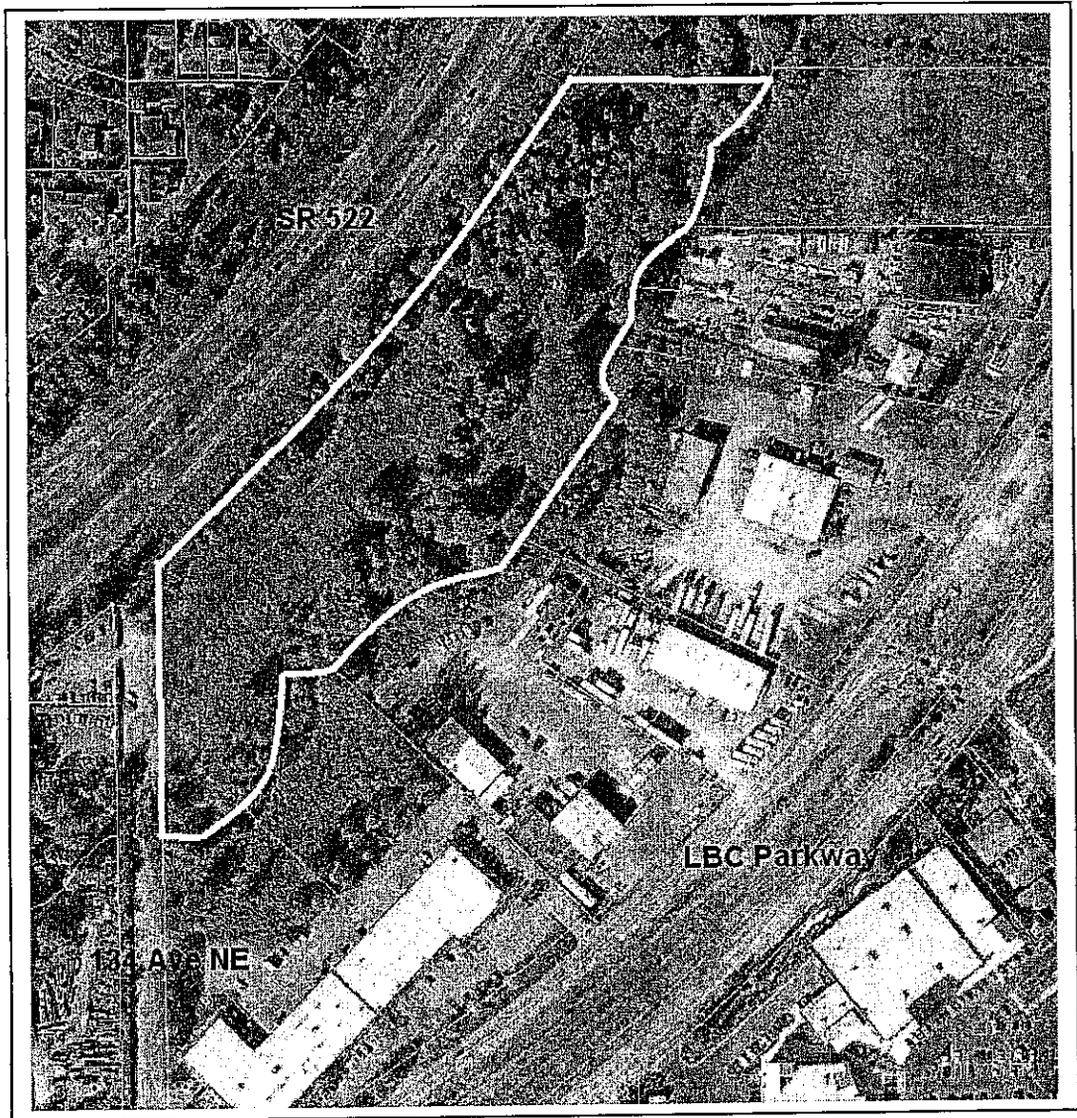


EXHIBIT B
SHARE/WHEEL CODE OF CONDUCT

SHARE/WHEEL
TENT CITY4

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 CITY4 MAY BE PERMANENTLY CLOSED.

EXHIBIT C

Code of Conduct

- a. SHARE/WHEEL will implement and enforce at all times at Tent City 4 its code of conduct. The code of conduct shall be amended to prohibit littering at the site and in the neighborhood surrounding the site. The current code of conduct shall be amended to require a trash patrol every week in the neighborhood surrounding the site. With the above-described amendments, the code of conduct requires that all Tent City 4 residents abide by the following:

1. No drugs are permitted.
2. No alcohol is permitted.
3. No weapons are permitted.
4. All knives over 3 and one-half inches must be turned into SHARE/WHEEL for safekeeping.
5. No violence is permitted
6. No open flames are permitted.
7. No trespassing into private property in the host neighborhood is permitted.
8. No loitering in the host neighborhood is permitted.
9. Disturbing neighbors is not permitted.
10. No verbal abuse, intimidating remarks, yelling or degrading remarks against member(s) of the host or the host neighborhood is permitted.
11. No verbal abuse, intimidating remarks, yelling or degrading remarks between member(s) of SHARE/WHEEL is permitted.
12. No littering on the encampment site or in the host neighborhood is permitted.

- b. Enforcement of the Code of Conduct. For the protection of the SHARE/WHEEL community, Northshore United Church of Christ (host), and the surrounding neighborhood (host neighborhood), SHARE/WHEEL will diligently enforce its code of conduct. SHARE/WHEEL will take the following enforcement actions:

- 1) Upon notice by the City of Woodinville or King County Sheriff to SHARE/WHEEL, or if SHARE/WHEEL learns of a potential violation of provisions 1-7 of the Code of Conduct as set forth above, SHARE/WHEEL will investigate and, if sustained, require the responsible resident(s) to leave immediately. If the complaint of violation was made by the City of Woodinville, the host or a host neighborhood member, SHARE/WHEEL will inform the City of Woodinville, the host or the host neighborhood member(s) of the results of its investigation and any action taken.
- 2) Upon notice by the City of Woodinville to SHARE/WHEEL, or if SHARE/WHEEL learns of a potential violation of provisions 8-12 of the

Code of Conduct as set forth above, SHARE/WHEEL will investigate and, if sustained, notify the responsible resident(s) of the violation and issue them a warning. That warning will notify the responsible resident(s) that they are on probation and that a repeated violation of the Code of Conduct during the period that the encampment remains at the host site will cause SHARE/WHEEL to require them to leave the encampment immediately. SHARE/WHEEL will inform the City of Woodinville, the host or the host neighborhood member(s) of the results of its investigation and any action taken.

If SHARE/WHEEL fails to expel residents who violate the Code of Conduct as required in paragraphs 1) and 2) above, SHARE/WHEEL will be subject to the Dispute Resolution and Sanctions provision set forth in this agreement.

Code of Conduct as set forth above, SHARE/WHEEL will investigate and, if sustained, notify the responsible resident(s) of the violation and issue them a warning. That warning will notify the responsible resident(s) that they are on probation and that a repeated violation of the Code of Conduct during the period that the encampment remains at the host site will cause SHARE/WHEEL to require them to leave the encampment immediately. SHARE/WHEEL will inform the City of Woodinville, the host or the host neighborhood member(s) of the results of its investigation and any action taken.

If SHARE/WHEEL fails to expel residents who violate the Code of Conduct as required in paragraphs 1) and 2) above, SHARE/WHEEL will be subject to the Dispute Resolution and Sanctions provision set forth in this agreement.