

TEMPORARY PROPERTY USE AGREEMENT TENT CITY4 - WOODINVILLE COMPLIANCE RESULTS

Amendments to Agreement are shown in bold italics.

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, ***to allow for the use up to November 22, 2004; to provide the necessary time for the Hearing Examiner's review and final decision of the TUP application or to allow for the completion of any administrative or legal appeals.*** ~~for a period of up to 40 days or the granting or denial of the aforementioned temporary use permit, whichever comes first.~~

RESULT: Agreement between the City of Woodinville ("City"), SHARE/WHEEL ("S/W") and the Northshore United Church of Christ ("NUCC") was executed on August 27, 2004. The basic terms of the agreement were completed well before that and S/W had agreed to abide by them. The delay was caused primarily by the need for attorneys to agree upon insurance, indemnity and waiver language and for the NUCC board and TC4 camp to meet and accept the agreement.

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.

RESULT: No application or request was received by S/W to establish a homeless encampment within Woodinville city limits during its contractual or permitted duration.

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.

RESULT: This is a future consideration.

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

RESULT: Code Enforcement inspections included resident counts. Highest resident count was 87 in late October; lowest count was 56 in November.

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.

RESULT: The encampment was buffered from adjacent land uses by Little Bear Creek and associated wetlands and buffer areas. Bio-filter fencing was in place prior to TC4 establishing itself on site. The City and an independent wetlands biologist delineated the stream and wetland buffer areas. Tents were placed outside the 100 foot stream buffer. TC4 residents were instructed to stay outside the sensitive areas, unless participating in the habitat restoration volunteer project. Any TC4 resident found inside a sensitive area without proper authorization may have been barred from the camp.

Section 3. Duration of Stay on City Property. SHARE/WHEEL shall promptly vacate the Property ***expiration of the contractually-specified use period defined under Section 1 of this Agreement.*** ~~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 ***contractual*** ~~initial-occupancy period of up to 40 days~~ ***authorized by this Agreement.***

RESULT: The 40-day duration was intended to provide the time needed for the City to process a Temporary Use Permit (TUP). The 40-day duration was also identified in Ord. 369 to require a joint TUP application to be filed by August 12, 2004. Ord. 369 was later amended by Ord. 372, which authorized the City Manager to extend the agreement to accommodate the lengthened permit process. The City Manager amended the agreement to end November 1 or the end of the TUP process, whichever came first.

If approved, the TUP would grant an additional 60 days as allowed per City code. The Northshore United Church of Christ and SHARE/WHEEL submitted a joint TUP application on August 12 for continued use of the city-owned property. Due to an appeal of the environmental determination issued by the City for the temporary use proposal, the TUP application could not be processed within the 40-day time limit. The TUP was granted on October 10, 2004 and allowed TC4 to remain until November 22, 2004. TC4 vacated on November 20, 2004.

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.

RESULT: The Northshore United Church of Christ and SHARE/WHEEL submitted a joint TUP application on August 12 for continued use of the city-owned property.

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.

RESULT: By signing this Temporary Property Use Agreement, SHARE/WHEEL accepted its terms and consequences for any breach of contract. By receiving a TUP from the City of Woodinville, S/W is bound by this provision. As this provision states, S/W cannot return to Woodinville city limits before November 1, 2005 unless the City and one or more Woodinville-based church sponsor(s) extends an invitation

The encampment operated smoothly from a resident's perspective. Council should understand that TC4 residents may secure a sponsor and request to return to the Woodinville site within the year. Council may want to think about the criteria by which it would arrive at an answer.

C. If the parties agree to extend the temporary homeless encampment in the City of Woodinville through the ~~initial~~ **period contractually-specified under this Agreement** of up to ~~40 days authorized by the City~~ **and up to** an additional 60 days **as** 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.

RESULT: It was necessary to extend the 40-day initial limited duration due to a SEPA appeal filed on the TC4 TUP application. The appeal made it impossible to process the application within 40 days. The ability to amend the initial contractual agreement came with the enactment of Ord. No. 372 and the agreement by all parties to Addendum 1 to the Temporary Property Use Agreement. The amendment to this provision eliminated language referring to the 40-day authorized duration.

S/W failed to initiate notification with the City that it could demonstrate to the satisfaction of the City Manager that it had identified and was seeking to legally obtain permits in other potential host cities. That failure resulted in the City issuing two compliance letters. The City's prompting brought a response from S/W on October 8. Had there been complete failure by S/W to disclose a new location, the City would have considered reasonable consequences for S/W's breach of contract. This may have included an abatement process consistent with the City's code enforcement program. In preparation for such an abatement process, the City Manager visited with the Chief of Police and Code Enforcement Officer to determine whether there was an immediate health or safety problem. There was not. Therefore, abatement would have involved written notification of violation to S/W and a compliance schedule, prior to seeking a court order to evict.

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;

RESULT: The City hosted a Suburban Cities administrator's and manager's group meeting in Woodinville on September 1. The City Manager and Code Enforcement Officer as well as the Bothell City Manager conducted a briefing on how to assess potential church sites in community, identified the land use considerations involved, discussed issues for which city councils should be briefed and went over a list of what worked and did not work. The City hosted visiting teams from other cities and briefed them in the depth that was requested.

TC4 vacated city property 2 days prior to the expiration of its TUP permit. One maintenance worker was on site the day of the move to disconnect and secure utility connections. No city staff member assisted with the actual move from Woodinville to Kirkland. There was vandalism of the dumpster and portable toilets after the move. This was largely garbage and toilet paper strewn about. Police filed a report on Saturday evening, but the mess had been cleaned up by the time the Code Enforcement Officer arrived on Monday, November 22. On that day, the Code Enforcement accepted the site as cleaned.

King County is the permitting agency for TC4's current site. There has been no request by county administrative officials to assist, but numerous phone calls. As St. John Vianney Catholic Church considered hosting TC4, city staff provided information to church officials and Finn Hill residents that had contact the City of Woodinville. The City Manager and Police Sergeant were requested to attend a planning meeting and addressed a large group of people with an objective take on numerous land use, service and public safety issues.

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:

RESULT: In addition to this Agreement, the Code of Conduct was incorporated into Ordinance No. 369 [Section 2(e)] and the Temporary Use Permit. The code prohibits alcohol, drugs, violence, weapons and violations of local laws. The TC4 Executive Committee dealt with violators of the Code and typically barred them from the encampment.

Due to the relationship between TC4 and the City, the Executive Committee would share with the Code Enforcement Officer information about when residents were barred from the encampment for violations of the Code. The Police were typically contacted with an individual was ejected or rejected from the encampment. Police experience was that the camp behaved well and was easily manageable from a law enforcement perspective. By contrast, a rowdy, poorly managed apartment house requires more police presence.

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.

RESULT: The City is confident that incoming residents were required to show verifiable identification prior to entrance.

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.

RESULT: TC4 Security checked existing residents with the current King County Sex Offender list. This list is available from the King County Sheriff's Office.

(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.

RESULT: No TC4 resident was ejected from the camp for an outstanding arrest or sex offender warrant. Two arrests resulted from TC4 Security conducting warrant checks on individuals seeking residency at the encampment. Police were typically notified when someone was barred or ejected from the camp. Although no exact data is known, TC4 Security members were asked by an individual resident to run warrant checks on himself/herself.

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.

RESULT: The Code of Conduct was a primary condition in the Temporary Property Use Agreement and the Temporary Use Permit. Police reports indicate 5 evictions of TC4 residents who violated the Code; one for making lewd comments; 4 for intoxication. Two police investigations were conducted regarding public disturbance. One incident occurred in mid-August and it was not determined if the individual was a TC4 resident.

There were no known reports of littering. TC4 removed all debris from the site when they vacated on November 20, 2004. Sometime between the encampment's vacancy to the early morning of November 21, trash and debris placed in the on-site dumpster by TC4 residents on the previous day and toilet paper from the portable toilets was strewn on the site. An area check by a Woodinville officer noted the incident. TC4 residents returned early Monday, November 22, 2004 to clean the site.

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.

RESULT: At the time that an individual "applies" to be a resident at TC4, they are required to go through a check in process. During the process the new residents learn about how the camp is run, learn what is expected of them and fill out an information sheet that includes an ID check, a waiver of liability and signing the code of conduct.

Due to the relationship between TC4 and the City, the Executive Committee would share with the Code Enforcement Officer information about when residents were barred from the encampment for violations of the Code. The Police were typically contacted when an individual was ejected or rejected from the encampment.

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.

RESULT: See responses in subsections B and C.

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.

RESULT: An Executive Committee (EC) is elected by the residents and is in charge of the day-to-day operations of the encampment. Among these duties, the TC4 EC on-duty managed visitor check in/check out, administered warrant checks, handled Code of Conduct violations, distributed information to residents, and acted as liaisons between the camp and the City. At times of police area checks and code enforcement site inspections, there was an EC member available as the point of contact. This requirement was "borrowed" from the Bothell permit. Since the on-duty EC was always on duty in the security tent, there was no need to post the name of those on-duty in the tent and this requirement was waived as unnecessary by the Code Enforcement Officer. Police and the Code Enforcement Officer attempted to develop a professional but friendly rapport with those staffing the security tent. As a result, individuals came to know each other by name and there was an openness developed in the security tent to share what was going on in and around the camp. Treating people with dignity and respect went a long way here.

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;

RESULT: The Temporary Property Use Agreement contractually allowed the use of City property until the Temporary Use Permit was granted on October 10.

- 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.

RESULT: Four (4) police reports were filed involving residents that were barred from the encampment for violation of the Code of Conduct. No charges of trespassing were filed as the individuals left the site peacefully.

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.

RESULT: The City's Code Enforcement Officer confirmed that that perimeter fencing was installed around the encampment.

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

RESULT: The encampment was buffered from adjacent land uses by Little Bear Creek and associated wetlands and buffer areas. Bio-filter fencing was in place prior to TC4 establishing itself on site. The City and an independent wetlands biologist delineated the stream and wetland buffer areas. Tents were placed outside the 100-foot stream buffer. TC4 residents were instructed to stay outside the sensitive areas, unless participating in the habitat restoration volunteer project. Any TC4 resident found inside a sensitive area without proper authorization may have been barred from the camp. The only other contact of a person in this area was a litigant walking through the delineated wetlands without requesting permission from the City or camp apparently taking photos in support of the legal case.

C. Tent City residents shall not to 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.

RESULT: There were no incidents report of this behavior. Five (5) TC4 residents attended the City's Salmon Watcher training program and actively participated in counting and identifying anadromous fish. Participation in this program and the on-site restoration volunteer project authorized entry into a sensitive area by Little Bear Creek.

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.

RESULT: The City installed a 3/4 inch water line from a permanent hydrant to the end of the road just outside the site and a 1 1/2 inch gray water force main to remove water from the site. The gray water was tight-lined to a sanitary sewer manhole. The sump pump had a removable lid so that any water put into pans for things such as dishwashing could be put into the gray water system. Four (4) portable toilets, one (1) handicap accessible toilet, 1 shower and 2 lavatories and one (1) dumpster were provided by S/W or NUCC and were routinely serviced. The water connection has been disconnected. The portable toilets and garbage dumpsters have been removed.

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.

RESULT: There were no reports to the City from the Health Department that access was denied or that any health directives were not implemented.

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

RESULT: 187 area checks were conducted by Woodinville officers and King County deputies from August 14 through November 22, 2004. 29 dispatched calls were made to the site during this time period. At no time was access denied for law enforcement to enter the site.

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.

RESULT: See response in subsection C (above).

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.

RESULT: There were four (4) incidents of residents being ejected from the encampment and two (2) incidents of rejection. The police were contacted for these incidents and police reports filed.

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.

RESULT: No fire code violations were noted during these inspections or through inspections conducted by the City's Code Enforcement Officer. The Fire Marshal and his office not only set the requirements, but were very instructive to the camp officials to help them understand the needs for the requirements.

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.

RESULT: More than 35 inspections were conducted by the City's Code enforcement Officer from August 14 to November 22, 2004. Access was never denied.

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.

RESULT: The responsibility of the waivers rested with the Church and S/W. Only for cause can the City seek copies of any signed waivers. The waiver language was incorporated into the Agreement that new residents sign when they join the encampment. It was assumed on good faith that S/W obtained

signed waivers from residents upon the establishment of TC4 in Woodinville. In reality, the statute of limitations on claims is three years, so there will be a waiting period to determine the effectiveness of this provision. The Executive Director of WCIA was pleased at the agreement to this waiver.

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.

RESULT: The City received the Certificate of Insurance from the Northshore United Church of Christ in the amount specified in Paragraph B.

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.

RESULT: Certificates of coverage were received within 5 business days of this Agreement being signed by all parties.

3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

RESULT: The coverage met this requirement.

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:

RESULT: The City's out-of-pocket expenses to set up, maintain and secure the site total approximately \$3,600. The City did receive a donation of 300' of silt fencing; a \$1500 value. The City posted language on its web site seeking donations to offset its out-of-pocket costs, but none were received. It is

realistically assumed that those seeking to donate would do it directly to the camp or through the support group set up for the camp.

A. Potable water hook-up;

RESULT: The City's Public Works Department installed and coordinated potable water hook-up with the Woodinville Water District to support the shower and sinks. The hook-up was capped on November 20, 2004. The City expects to incur costs for 3 months of water consumption and has requested costs information from the District. This piping can be re-used to support other interim uses of the property until such time as the 134th culvert is replaced with a fish-friendly unit.

B. Gray water sewer force main for showers;

RESULT: The City's Public Works Department installed the lift station and force main line and coordinated the connection into the sanitary sewer system. The system was disconnected and capped on November 20, 2004. The original intent was to install a gravity system that would serve future park restrooms, but the City could not secure Water District approval for a gravity system.

C. Electrical power drop;

RESULT: The City's Public Works Department installed the power base and coordinated with Puget Sound Energy for connection. Power was disconnected on November 21, 2004. The City expects to incur costs for 3 months of electricity consumption and has requested costs information from PSE.

D. Crushed rock or gravel base for key common areas and a central avenue.

RESULT: The City's Public Works Department placed 42 cubic yards of gravel on the site prior to relocation to Woodinville establishing a central avenue for access to tents and a common area in the center of the encampment. This avenue has made the site more usable for the City in the period of time until it becomes a park, especially to stage additional habitat restoration work.

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.

RESULT: The City's Volunteer Coordinator presented volunteer opportunities to TC4 soon after they relocated to Woodinville.

S/W was notified in writing on September 15, 2004 by the City Manager that volunteer hours needed to be completed.

In early October, City staff coordinated a multi-day volunteer restoration project in which 27 TC4 residents participated ; logging 122.75 volunteer hours. This project involved clearing invasive, non-native plants from an area approximately 5,000 square feet, located adjacent to Little Bear Creek. Blackberry plants were cut back and their root systems removed. Japanese Knotweed was also cut down and the stalks removed. The area was mulched with hay and bark. Red Twig Dogwood, Pacific Dogwood, Western Red Cedar and Oregon Grape – all native plants – were planted in the area. This project improved the habitat in this part of the Little Bear Creek buffer area and will assist in the survival of the fish and wildlife habitat in Little Bear Creek. Work performed for this project helped-offset future costs to have the invasive plants removed.

Five (5) TC4 residents also participated in the City's annual Sammamish ReLeaf restoration volunteer project on October 4, 2004; logging in 21 volunteer hours.

Additionally, 5 TC4 residents attended the 2-hour training on the City's Salmon Watcher Program and 1 TC4 resident assisted with the September Rotary Park work project.

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:

RESULT: All City correspondence was typically faxed and mailed to S/W and mailed to NUCC. Addendum 1 to this Agreement was signed by all parties on September 22, 2004.

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

NOTE: No Results are identified in Sections 16 through 33, which are basically legal boilerplate.

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.

RESULT: TC4 vacated the city-owned property on Saturday, November 20, two days prior to the expiration of its TUP. A Public Works maintenance staff member was on-site to secure utility connections. Sometime between the encampment's vacancy to the early morning of November 21, trash and debris placed in the on-site dumpster by TC4 residents on the previous day and toilet paper from the portable toilets was strewn on the site. An area check by

a Woodinville officer noted the incident. TC4 residents returned early Monday, November 22, 2004 to clean the site.

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

Approved as to form:

City Attorney

EXHIBIT A
SITE MAP

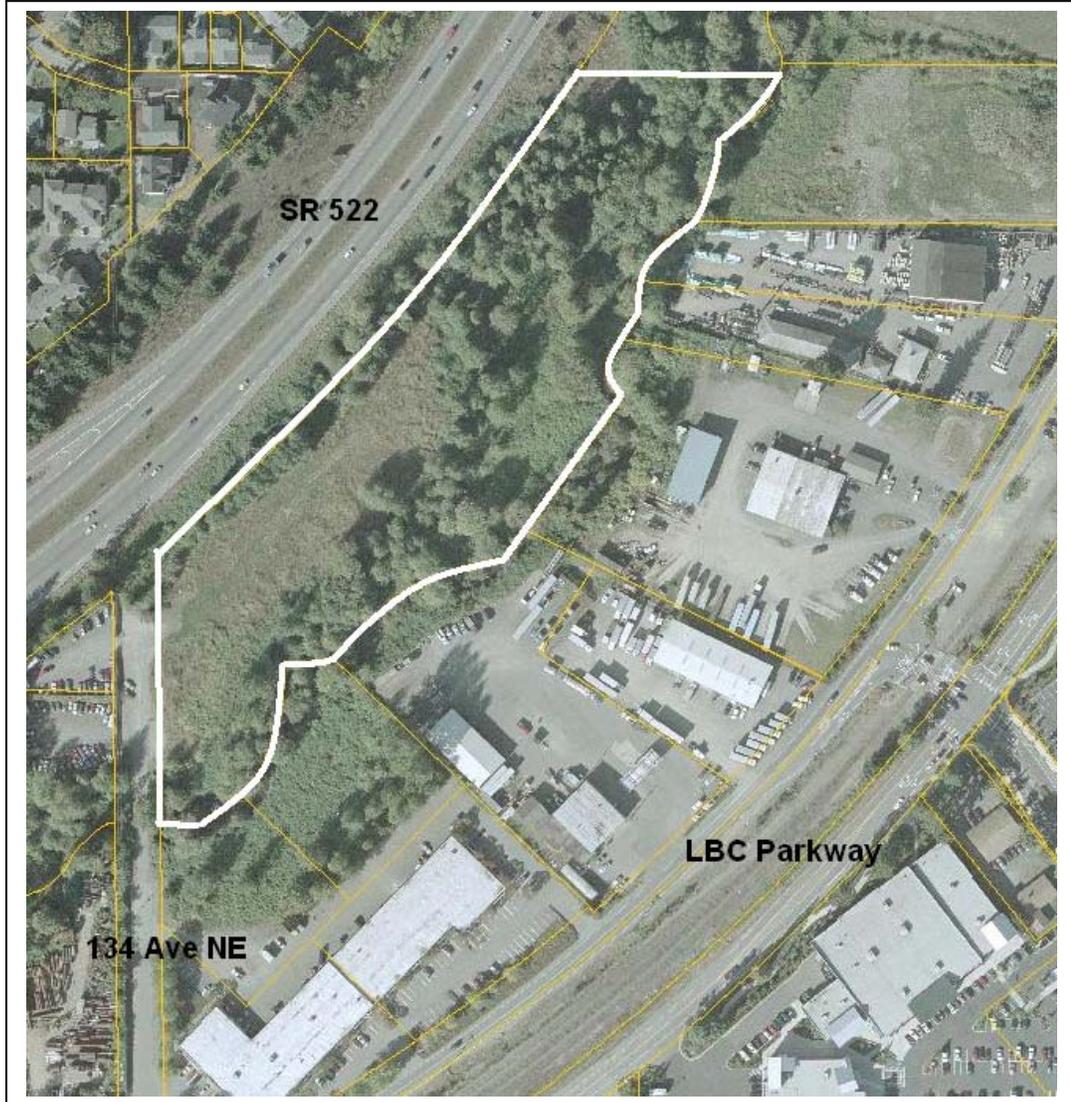


EXHIBIT B
SHARE/WHEEL CODE OF CONDUCT

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.

RESULT: Four (4) police reports were filed involving residents that were barred from the encampment for violation of the Code of Conduct.

- 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.

RESULT: One (1) incident of lewd comments from one resident to another resulted in disbarment of the resident who made the comment. Lewd comments relate to Code of Conduct provision No. 10.

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.

RESULT: This did not occur.

EXHIBIT D
SHARE/WHEEL/TENT CITY 4 WAIVER LANGUAGE

I agree to comply with SHARE/WHEEL Tent City 4 Code of Conduct. I agree not to bring a claim or legal action against the City of Woodinville for injuries or occurrences happening within or around Tent City 4, irrespective of Tent City 4 occupants', the City's or its vendors' fault or negligence during my residence in Tent City 4 in Woodinville.