

MEMORANDUM OF UNDERSTANDING
Transitioning people out of state rights of way in Thurston 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”)
- City of Olympia
- City of Lacey
- City of Tumwater
- Thurston County

PURPOSE

This memorandum establishes an understanding 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.

AUTHORITY

The authority to enter this agreement includes, but is not limited to:

1. The [Operating Budget bill](#) (page 106, Section 132);
2. 39.34 RCW for Interlocal Agreements between city, state, and county governments;
3. RCW 43.43.03 which provides authority for WSP to exercise throughout the state police powers and duties as are vested in sheriffs and peace officers generally (authority to act outside state highways); and/or
4. RCW 47.46.040(3) which provides authority for WSDOT to facility maintenance services.

GUIDING PRINCIPLES

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- 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.

GOALS AND OBJECTIVES

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Promptly identifying existing emergency and other housing that people living in rights of way can be referred to.

- Engaging people living in rights of way to assess their needs through coordinated entry or other assessments and refer them to identified emergency and other housing and other available services.
- Immediately begin to create additional emergency and other housing dedicated to people living in 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.

COMPLIANCE WITH COVID-19 REQUIREMENTS

The Parties hereto affirm that they will comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State, or the Washington State Legislature. Additional resources information may be found on the Governor's website at the following link: <https://coronavirus.wa.gov/>

STRUCTURE

- **COMMERCE** shall be represented by Diane Klontz, Assistant 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 Dan Atchison, Assistant Chief for the Field Operations Bureau, Telephone: (360) 596-4111, Email: dan.atchison@wsp.wa.gov.
- **Thurston County** shall be represented by Tom Webster, Office of Housing and Homeless Prevention, Telephone: (360) 867-2531, Email: thomas.webster@co.thurston.wa.us.
- **City of Lacey** shall be represented by Rick Walk, Director of Community and Economic Development, Telephone: (360) 438-2638, Email: RWALK@ci.lacey.wa.us.
- **City of Olympia** shall be represented by Darian Lightfoot, Housing Programs Manager, Telephone: (360) 753-8033, Email: dlightfo@ci.olympia.wa.us.
- **City of Tumwater** shall be represented by Brad Medrud, Long Range Planning Manager, Telephone: (360) 754-4180, Email: BMedrud@ci.tumwater.wa.us.

COMMITMENTS

The Parties to this MOU agree that:

COM, WSP, and WSDOT should prioritize available appropriations and other state capacities with available resources at the scale necessary to perform the services under this contract..

Local governments may expand and prioritize local capacity to perform outreach and provide housing to individuals and families living in state rights of way identified by WSDOT.

With available resources at the scale necessary, WSDOT and WSP will work with local governments to maintain and secure occupied sites in the state rights of way that have been relocated.

It is the intent of the parties to this agreement to pursue specific agreements to implement the following to address people living in state rights of way identified by WSDOT, subject to change as needed to address changing circumstances. Commitments to projects and funding beyond the first year are subject to review under the required stakeholder feedback process, the results of which may necessitate changes to the agreement and related contracts. The specifics of how funding will flow from the state and who will execute the work will be determined later, specified in contracts separate from this agreement.

General objectives are as follows:

1. Outreach to people living in WSDOT identified state rights of way, including offering them coordinated entry intake and assessment and referrals and/or placement in emergency or other housing starting in June 2022, funded by the state for three years.
2. Prioritization of at least 24 existing shelter beds for people living in WSDOT identified state rights of way starting June 2022, funded by the state for three years.
3. Expansion of existing hotel leasing, case management, and support services for domestic violence survivors, homeless youth, and other people living in identified state rights of way for which regular shelter placements are not appropriate, starting in July 2022; funded by the state for three years.
4. Siting, site improvements, and acquisition or building of fifty new tiny homes (capacity for about sixty people) prioritized for people living in WSDOT identified state rights of way, each with a window and locking door, with ready access to hygiene and food, occupancy goal of September 2022, or as soon as possible thereafter; funded by the state.
5. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the purchase and renovation of a hotel, or other existing high-density housing, that would provide approximately 100 units with an initial occupancy availability goal of September 2022, or as soon as possible thereafter. Up to half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way.
6. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the siting and construction of approximately 50 new units of permanent housing with necessary services. At least half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way
7. Additional state capital and long-term operating and service funding for the project(s), based on the number of units available, agreed to, and provided, currently under development to address funding gaps and that is associated with people living in or relocated from WSDOT identified state rights of way.
8. Adequate funding for staff time associated with coordination and administration of rights of way activities; funded by the state for three years.
9. WSP engaged with serving notice to and removal as needed of people on WSDOT identified state rights of way.
10. With available resources at the scale necessary, WSP will assist WSDOT and local government agencies with individuals living on WSDOT-identified rights of way.\
11. 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.
12. With available resources at the scale necessary, WSDOT and WSP will coordinate with local governments to monitor and maintain cleared state rights of way sites. Add the KWW language here (WSP is required to adhere to the following and input language here). Goal is to reference the language that we are required to adhere to.

KEEP WASHINGTON WORKING

Under Washington's recently passed Keep Washington Working (KWW) law, the WSP is generally prohibited from enforcing federal immigration law. See RCW 10.93.160. This prohibition is in recognition of the fact that, standing alone, an individual's unauthorized presence in the United States is not a violation of state or local law. Thus, neither WSP nor any of its members may contract in any way to provide civil or non-criminal immigration enforcement assistance, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein. Therefore, WSP will follow this prohibition when performing services hereunder.

.GOVERNOR'S PROCLAMATION 22-12

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions or other legal actions. Therefore, WSP will follow this prohibition when performing services hereunder.

COVERAGE

This agreement covers WSDOT-identified state rights of way sites located in Thurston County that will be mutually agreed to by the parties to this agreement. The number of sites and people addressed through this agreement is subject to increase or decrease 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 and families 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

Signature of Diane Klontz *Date*

Washington State Department of Transportation

Signature of Amy Scarton *Date*

Washington State Patrol

Signature of John Batiste *Date*

Thurston County

Signature of Ramiro Chavez *Date*

City of Lacey

Signature of Scott Spence *Date*

City of Olympia

Signature of Steven J. Burney *Date*

City of Tumwater

Signature of Debbie Sullivan *Date*