



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/11/2024

Committee Agenda type: Discussion

Date Rec'd

2/27/2024

Clerk's File #

OPR 2024-0213

Renews #

Cross Ref #

Council Meeting Date: 03/25/2024

Submitting Dept

CODE ENFORCEMENT & PARKING

Project #

Contact Name/Phone

LUIS GARCIA 6850

Bid #

Contact E-Mail

LGARCIA@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE JBINGLE ZZAPPONE

Agenda Item Name

1200 - HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY

Agenda Wording

Interlocal agreement with WSDOT and the City of Spokane to address homeless encampments on WSDOT Right-of-Way.

Summary (Background)

WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway right-of-ways.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 845,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Spokane responds to encampments throughout the City, which overlap with WSDOT property. To fully resolve cases, performing work on WSDOT property may be needed. This contract will provide funding support for reimbursement for these efforts.

Amount

Budget Account

Revenue \$ 845,000

TBD

Select \$

Approved by Spokane City Council
on: 3/25/2024

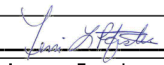
Select \$

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Select \$

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\$



\$

City Clerk

[illegible]

Committee Agenda Sheet

Select Committee Name

Committee Date	Urban Experience
Submitting Department	Code Enforcement & Parking Services
Contact Name	Luis Garcia, Director
Contact Email & Phone	lgarcia@spokanecity.org & (509) 625-6850
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Homeless Encampments on WSDOT Right of Way
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway rights-of-way.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$845,000 total amount.</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>Spokane responds to encampments throughout the city and in many cases, overlap with WSDOT properties. The challenge is that to fully resolve the cases, performing work on WSDOT property may be needed. This contract will provide funding support for these efforts in a reimbursement model. This agreement can also be used to support social service outreach as appropriate.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? The contract is intending to be reoccurring as the need will continue.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>An intent of this agreement is to continue to connect people experiencing homelessness with services. By allowing for local government to respond, the response times will be enhanced to protect the occupants of the encampment as well as the public at large.</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A- No collection of data will be collected or impact the determination of encampment clean-up pursuant to the agreement. Service providers may collect information, however that would be outside of this contract.	

<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Complaints will be received and responded to in the same manner as the existing encampment clean-up. The reporting component will remain the same as the existing impactful program.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>The agreement is in compliance with a clean and safe Spokane, which includes properties owned by state agencies.</p>

**Interlocal Agreement
Between
Washington State Department of Transportation (GCB 4001)
And
City of Spokane**

This Agreement is between the Washington State Department of Transportation (WSDOT) and City of Spokane (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

- A.** ESHB1125 effective May 16, 2023, provides the Transportation Budget.
- B.** Section 216 (4)(a) Exhibit A provides state appropriation solely for the department to address the risks to safety and public health associated with homeless encampments on department owned rights-of-way. The department must coordinate and work with local government officials and social service organizations who provide services and direct people to housing alternatives that are not in highway rights-of-way to help prevent future encampments from forming on highway rights-of-way and may reimburse the organizations doing this outreach assistance who transition people into treatment or housing or for debris clean up on highway rights-of-way. A minimum of \$2,000,000 of this appropriation must be used to deliver more frequent removal of litter on the highway rights-of-way that is generated by unsheltered people and may be used to hire crews specializing in collecting and disposing of garbage, clearing debris or hazardous material, and implementing safety improvements where hazards exist to the traveling public and department employees. The department may use these funds to either reimburse local law enforcement costs or the Washington state patrol if they are providing enhanced safety to department staff during debris cleanup or during efforts to prevent future encampments from forming on highway rights-of-way
- C.** Section 216 (5) (EXHIBIT A) provides that \$1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. \$555,000 of the motor vehicle account—state appropriation is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.
- D.** WSDOT has also secured additional funding in the amount of \$400,000 that will go along with Exhibit A.
- E.** WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 WSDOT routes inside the City subject to this Agreement shall include the following: US2, I90, US395, NSC (including the Children of the Sun Trail), SR290, and SR291 corridors located within city limits.
- 1.2 The City will follow adopted City policies and procedures for employee safety and personal protective equipment when completing this encampment cleanup work as shown in exhibit B.
- 1.3 The City will provide employees, tools and equipment to remove materials and repair sites inside or adjacent to WSDOT ROW damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, tree limbs, mowing, fence repair and installation and similar work performed to create open sites to help with enforcement and safety.
- 1.4 The City will enforce trespass laws pursuant to RCW on properties with appropriate No Trespass signage.
- 1.5 No Camping – City will enforce chapter 12.02 Obstruction, Encroachment of Public Ways as shown in exhibit C.
- 1.6 The City will notify WSDOT of vehicles parked/stored on WSDOT property covered by this agreement. WSDOT will issue trespass orders to vehicles being parked/ stored on WSDOT property and will remove said vehicles from WSDOT property. Vehicles on City streets and right of way directly adjacent to WSDOT properties will continue to be addressed by City staff in accordance with current City policies and procedures.
- 1.7 WSDOT will post and maintain “No Trespass” signs on WSDOT owned properties. The sign locations will be agreed upon by both parties and pursuant to WSDOT’s Guidelines to Address Illegal Camping within State Right of Way. If requested by WSDOT, SPD will be present during the posting of signage.
- 1.8 WSDOT will maintain all existing barrier infrastructure and other Crime Prevention Through Environmental Design (CPTED) elements including, but not limited to:
 - Fencing
 - Vegetation (unless agreed to alter by both parties).
 - Hard infrastructure not listed as City responsibility below.
- 1.9 WSDOT shall coordinate the appropriate traffic control to ensure safety of laborers and the traveling public as needed for cleanup work adjacent to active traffic on State Routes.
- 1.10 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).

- 1.11 The City may provide outreach services for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.12 In conjunction with WSDOT, the City will monitor and clean WSDOT ROW based on existing maintenance routes to help ensure homeless encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time, and equipment availability.
- 1.13 At the request of the City, WSDOT will participate in meetings and develop reclamation plans for any identified WSDOT ROW site. During these meetings, WSDOT and the City will agree on work to be performed to reduce accessibility and use of WSDOT ROW.
- 1.14 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2025, or before if available funding is fully expended.

2. Payment

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Eight Hundred Forty Five Thousand Dollars (\$845,000).
- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each invoice shall include the following items:
 - Agreement number and title.
 - Invoice number.
 - Period covered by the invoice (specific beginning and ending calendar days).
 - Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
 - A brief narrative progress report that addresses progress of the work performed by the City.

2.5 State Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to the WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.

2.6 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3. Dispute Resolution

3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.

3.2.2 If unresolved, the WSDOT and City's project manager listed in section 8.1 shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.

3.2.3 If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

4. Modification

- 4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5. Indemnification and Insurance

- 5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.
- 5.2 The City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the "risk pool" coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event the City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6. Governing Law and Venue

- 6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston/Spokane XXXX Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Independent capacity

- 7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

8. Contacts and Notices

- 8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:

Name: Luis Garcia

Title:

Address:

Phone:

Email:

WSDOT Project Manager shall be:

Name: Kurt Kaufman

Title: Maintenance Operation Manager

Address: 2714 N. Mayfair Street
Spokane, WA 99207

Phone (509) 324-6583

Email: kaufmak@wsdot.wa.gov

9. Severability

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. Termination

- 10.1 Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11. No Third-Party Beneficiaries

- 11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.


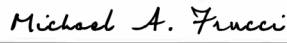
12. Audits/Records

- 12.1 All records for the PROJECT in support of all costs incurred shall be maintained by the Parties for a period of six (6) years. The Parties shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree

that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

- 12.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.
- 13. Working Days**
- 13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.
- 14. Counterparts**
- 14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Spokane	Washington State Department of Transportation
By: 	By: 
Printed: Garrett Jones	Printed: Mike Frucci
Title: Interim City Administrator	Title: Interim Region Administrator
Date: 3/28/2024	Date: 3/28/2024

Approved as to Form City of Spokane	Approved as to Form Washington State Department of Transportation
By: <i>Elizabeth Schoedel</i>	By: <i>Mark Schomock</i>
Printed: Elizabeth Schoedel	Printed: Mark Schomock
Title: Assistant City Attorney	Title: Assistant Attorney General
Date: 3/28/2024	Date: 1/18/23

Attest:

Janis A. Hoff

City Clerk



CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1125

Chapter 472, Laws of 2023
(partial veto)

68th Legislature
2023 Regular Session

TRANSPORTATION BUDGET

EFFECTIVE DATE: May 16, 2023

Passed by the House April 22, 2023
Yeas 98 Nays 0

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 22, 2023
Yeas 46 Nays 3

DENNY HECK

President of the Senate

Approved May 16, 2023 11:39 AM with
the exception of sections 204(3),
207(5), 20(10), 211(1), 215(3),
217(6), 218(5), 219(2), 221(18),
223(3), 224(4), 208(29), 208(31),
213(5), 214(7), 215(4), 217(10),
219(11), 219(12), 224(3), 701(1),
804, 1102(1), 1102(14), 208(17),
208(18), 208(19), and 208(33), which
are vetoed.

JAY INSLEE

Governor of the State of Washington
GCB 4001 Exhibit A

CERTIFICATE

I, Bernard Dean, Chief Clerk of the
House of Representatives of the
State of Washington, do hereby
certify that the attached is
**ENGROSSED SUBSTITUTE HOUSE BILL
1125** as passed by the House of
Representatives and the Senate on
the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 17, 2023

**Secretary of State
State of Washington**

1 transportation committees of the legislature on agency activities and
2 their status by December 1, 2023, and to provide a final report to
3 the transportation committees of the legislature by December 1, 2024.
*Sec. 215 was partially vetoed. See message at end of chapter.

4 NEW SECTION. Sec. 216. FOR THE DEPARTMENT OF TRANSPORTATION—
5 HIGHWAY MAINTENANCE—PROGRAM M

6	Motor Vehicle Account—State Appropriation.	\$535,033,000
7	Motor Vehicle Account—Federal Appropriation.	\$7,000,000
8	Move Ahead WA Account—State Appropriation.	\$50,000,000
9	State Route Number 520 Corridor Account—State	
10	Appropriation.	\$4,838,000
11	Tacoma Narrows Toll Bridge Account—State	
12	Appropriation.	\$1,585,000
13	Alaskan Way Viaduct Replacement Project Account—	
14	State Appropriation.	\$8,752,000
15	Interstate 405 and State Route Number 167 Express	
16	Toll Lanes Account—State Appropriation.	\$2,624,000
17	TOTAL APPROPRIATION.	\$609,832,000

18 The appropriations in this section are subject to the following
19 conditions and limitations:

20 (1) \$5,000,000 of the motor vehicle account—state appropriation
21 is provided solely for a contingency pool for snow and ice removal.
22 The department must notify the office of financial management and the
23 transportation committees of the legislature when they have spent the
24 base budget for snow and ice removal and will begin using the
25 contingency pool funding.

26 (2) (a) \$115,000 of the state route number 520 corridor account—
27 state appropriation is provided solely for the department to enter
28 into a dispute resolution process with local jurisdictions to produce
29 interagency agreements to address the ongoing facility and landscape
30 maintenance of the three state route number 520 eastside lids and
31 surrounding areas at the Evergreen Point Road, 84th Avenue NE, and
32 92nd Avenue NE.

33 (b) The agreements pursuant to (a) of this subsection must be
34 executed by June 30, 2024.

35 (3) The appropriations in this section provide sufficient funding
36 for the department assuming vacancy savings that may change over
37 time. Funding for staffing will be monitored and adjusted in the 2024

1 supplemental transportation appropriations act to restore funding as
2 authorized staffing levels are achieved.

3 (4) (a) \$7,000,000 of the motor vehicle account—state
4 appropriation is provided solely for the department to address the
5 risks to safety and public health associated with homeless
6 encampments on department owned rights-of-way. The department must
7 coordinate and work with local government officials and social
8 service organizations who provide services and direct people to
9 housing alternatives that are not in highway rights-of-way to help
10 prevent future encampments from forming on highway rights-of-way and
11 may reimburse the organizations doing this outreach assistance who
12 transition people into treatment or housing or for debris clean up on
13 highway rights-of-way. A minimum of \$2,000,000 of this appropriation
14 must be used to deliver more frequent removal of litter on the
15 highway rights-of-way that is generated by unsheltered people and may
16 be used to hire crews specializing in collecting and disposing of
17 garbage, clearing debris or hazardous material, and implementing
18 safety improvements where hazards exist to the traveling public and
19 department employees. The department may use these funds to either
20 reimburse local law enforcement costs or the Washington state patrol
21 if they are providing enhanced safety to department staff during
22 debris cleanup or during efforts to prevent future encampments from
23 forming on highway rights-of-way.

24 (b) Beginning November 1, 2023, and semiannually thereafter, the
25 Washington state patrol and the department of transportation must
26 jointly submit a report to the governor and the transportation
27 committees of the legislature on the status of these efforts,
28 including:

29 (i) A summary of the activities related to addressing
30 encampments, including information on arrangements with local
31 governments or other entities related to these activities;

32 (ii) A description of the planned activities in the ensuing two
33 quarters to further address the emergency hazards and risks along
34 state highway rights-of-way; and

35 (iii) Recommendations for executive branch or legislative action
36 to achieve the desired outcome of reduced emergency hazards and risks
37 along state highway rights-of-way.

38 (5) \$1,000,000 of the motor vehicle account—state appropriation
39 is provided solely for a partnership program between the department
40 and the city of Spokane, to be administered in conjunction with

subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. \$555,000 of the motor vehicle account—state appropriation is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.

(6) \$1,025,000 of the motor vehicle account—state appropriation is provided solely for the department to implement safety improvements and debris clean up on department-owned rights-of-way in the city of Seattle at levels above that being implemented as of January 1, 2019, to be administered in conjunction with subsection (4) of this section. The department must maintain a crew dedicated solely to collecting and disposing of garbage, clearing debris or hazardous material, and implementing safety improvements where hazards exist to the traveling public, department employees, or people encamped upon department-owned rights-of-way. The department may request assistance from the Washington state patrol as necessary in order for both agencies to provide enhanced safety-related activities regarding the emergency hazards along state highway rights-of-way in the Seattle area.

(7) \$1,015,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Tacoma, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. \$570,000 of the motor vehicle account—state appropriation is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Tacoma shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.

(8) \$1,500,000 of the motor vehicle account—state appropriation is provided solely for the department to contract with the city of Fife to address the risks to safety and public health associated with homeless encampments on department-owned rights-of-way along the SR 167/SR 509 Puget Sound Gateway project corridor in and adjacent to the city limits pursuant to section 216(10), chapter 186, Laws of

CITY OF SPOKANE
EXECUTIVE ORDER

EO 2020-00 17
LGL 2020-00 08

**TITLE: DIRECTIVE OF THE MAYOR REGARDING ADOPTION OF AN
ADMINISTRATIVE POLICY**

EFFECTIVE DATE: November 13th, 2020
REVISION DATE IF APPLICABLE:

RECEIVED
NOV 13 2020
CITY CLERK'S OFFICE

Pursuant to the City of Spokane (the "City") Administrative Policy and Procedure Number 0325-18-1, Section 5.2.1, the Mayor hereby issues this Directive:

AUTHORITY:

Section 5.2.1 provides in part as follows:

Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two week period prior to final adoption, *unless* (emphasis added), directed otherwise by the Mayor or City Administrator.

ACTION:

In this instance the undersigned Mayor of the City directs that the Encampment Removal and Cleanup Policy, attached hereto as Exhibit "A", is to become effective immediately upon signature, for the reasons set forth herein.

- 1) The effective date of the application of this Policy is necessary in order to resolve litigation filed in the United States District Court for the Eastern District of Washington captioned David Ham vs. City of Spokane, case No. 2:19-cv-00236-TOR; and
- 2) The potential enforcement of the City Municipal Code provisions that prohibit camping on public lands may create the need for additional camp site clean ups and this policy and procedure will provide rules and guidelines for certain property found in any encampments

Dated this 13 day of November, 2020.



Mayor Nadine Woodward



Attest:

Approved as to form:



City Clerk



City Attorney

Date of Publication: _____

Effective Date: 11/13/2020

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1200-20-01 LGL 2020-0022
TITLE: ENCAMPMENT REMOVAL AND CLEANUP POLICY EFFECTIVE DATE: November 13, 2020 REVISION DATE:	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this policy is to establish criteria and outline procedures for the removal and cleanup of encampments.

The intent of this policy is to promote the interests of public health and safety while also respecting the rights of unsheltered individuals and connecting them with available shelter services. The public health and safety concerns related to encampments have generated innumerable citizen complaints and have prompted city departments to send crews of personnel to clean up garbage and solid waste. The City's efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter.

Behaviors associated with encampments have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, biohazards such as exposed human waste, damage to critical infrastructure such as bridges and streets, and significant interference with the intended uses of public facilities. Additionally, there have been threats to the health and safety of the campers themselves and to the community.

The City of Spokane intends to address these issues by establishing this Encampment Removal and Cleanup Policy.

1.2 TABLE OF CONTENTS

1.0	GENERAL
2.0	DEPARTMENTS/DIVISIONS AFFECTED
3.0	REFERENCES
4.0	DEFINITIONS
5.0	POLICY
6.0	PROCEDURE
7.0	RESPONSIBILITIES
8.0	APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the Spokane Police Department, Parks and Recreation and Neighborhood and Business Services.

3.0 REFERENCES

Washington State Constitution, Article XI, section 11

Spokane City Charter, Article 1 section 3

Spokane Municipal Code - Article VI. Protection of Public Lands and Properties, sections 12.02.1000 through 12.02.1012

Spokane Municipal Code section 12.02.0208

Spokane Municipal Code section 12.02.0737

Spokane Municipal Code section 10.10.026

Spokane Municipal Code section 12.06A.040.H.1

4.0 DEFINITIONS

4.1 Encampment means a site where one or more individuals or groups of persons temporarily reside outdoors.

5.0 POLICY

5.1 It is the policy of the City of Spokane to remove and clean up encampments on public property while respecting the personal property rights of campers.

6.0 PROCEDURE

6.1 REMOVAL AND CLEANUP CRITERIA

A. Any encampment on public property may be designated for removal and cleanup consistent with this policy.

B. The City will prioritize removal if any of the following conditions is observed or reasonably suspected in connection with an encampment:

1. physical threats or violence;
2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking, malicious mischief);
3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 5. any other substantial threat to public health or safety;
 6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 7. significant amounts of trash;
 8. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 9. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
- C. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal should be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras.
- D. In addition to documentation with regard to the aforementioned conditions, the police officer or other person responsible for documentation should include a statement whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

6.2 REMOVAL AND CLEANUP PROCEDURES

A. Unoccupied Encampments – Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

1. Contents of Notice

The written notice will provide at least the following notifications:

- a. Campers must remove all their belongings from the site within 48 hours.
 - b. Campers should not leave behind any items they want to keep.
 - c. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
 - d. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
 - e. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
 - f. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
 - g. Basic contact information for campers seeking shelters or social services.
2. Cleanup - After 48 hours, the City will clean up the site within a reasonable period of time.
- a. Any campers who are present at that time will be directed to remove their belongings from the site.

- i. Items that a camper leaves behind will be deemed abandoned.
 - ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 - i. presence of one or more hypodermic needles (especially if uncapped);
 - ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 - iii. a tent or space that is soaked in liquid or mud;
 - iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 - i. circumstances indicate that the item belongs to a person;
 - ii. the item has apparent utility in its current condition and circumstances; and
 - iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

- i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
- ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
- iii. practically un-storable, due to large size, weight, or other similar characteristic;
- iv. contraband or stolen;
- v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.

e. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.

3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.

4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.

- a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Other Expedited Removals

1. The following types of encampments are subject to expedited removal even if the encampment is unoccupied:
 - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 - e. An encampment that appears to have been entirely abandoned (e.g., no persons present and no indication anyone is likely to return for remaining items).
2. In an expedited removal, the notice specified in Section (A)(1) is not required. The City will otherwise follow the same clean-up procedures specified in this policy.

6.3 No part of this Encampment Removal and Cleanup Policy is intended to create any private or other cause of action.

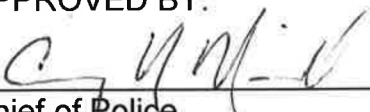
7.0 RESPONSIBILITIES

7.1 Departments are required to coordinate efforts to comply with this policy.


8.0 APPENDICES

Not applicable.

APPROVED BY:



Chief of Police



City Attorney



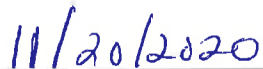
Director of Parks and Recreation



Director of Community and Economic Development



City Administrator (Interim)



Date



City of Spokane

Camp Removals – Property Storage

Commonly Encountered Items

In the course of responding to reports of illegal camping on public land in the City of Spokane, items are encountered and determinations must be made on site whether to discard or store items. This list is not intended to be all-inclusive and determinations will be made in accordance with the City's Encampment Policy, in good faith and in the interest of the safety of city employees, the personal property rights of campers, and the general health and welfare of the public and its infrastructure. For more information, see the City's Encampment Removal and Cleanup Policy.

Items commonly encountered that will be stored unless in a disqualifying condition (broken, not safely accessible, unsanitary, impractical to store, contraband, or clearly abandoned):

- Items of obvious value (such as intact personal electronics, jewelry, debit/credit cards)
- Legal documents and identification cards
- Intact medical equipment (including prosthetics, wheelchairs, canes, eye glasses)
- Suitcases, backpacks, and other personal bags
- Clothing and bedding
- Tents
- Intact and undamaged bicycles, scooters, and other personal transportation implements
- Tools and cooking equipment

Items encountered that, in the City's experience, commonly are abandoned and presumptively will not be stored:

- Scrap materials, such as lumber, pallets, tarps, plastic, and tires
- Parts of physical structures
- Couches and mattresses



Spokane Municipal Code

***Note: Many local criminal codes can now be located under [Chapter 10.60 SMC](#) while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See [SMC 10.58.010](#)). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

[Home](#)[Title 12](#)[Chapter 12.02](#)[Section 12.02.1010](#)

[Title 12](#) Public Ways and Property

[Chapter 12.02](#) Obstruction, Encroachment of Public Ways

Article VI. Protection of Public Lands and Properties

[Section 12.02.1010](#) Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in [Exhibit A](#); and

- b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
- c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
 - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability,

Date Passed: Tuesday, November 28, 2023

Effective Date: Tuesday, November 28, 2023

ORD C36408 Section 1


Certificate Of Completion

Envelope Id: D5684340BC31439FA7B1A12C643704CF	Status: Completed
Subject: OPR 2024-0213 CONTRACT INTERLOCAL AGREEMENT WSDOT AND CITY OF SPOKANE HOMELESS ENCAMPMENTS	
Source Envelope:	
Document Pages: 28	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252

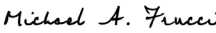
Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
3/27/2024 8:21:13 AM	drose@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister		Sent: 3/27/2024 8:23:46 AM
tpfister@spokanecity.org		Viewed: 3/27/2024 9:08:49 AM
City Clerk		Signed: 3/27/2024 9:09:57 AM
City of Spokane		
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
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Not Offered via DocuSign

Michael A. Frucci		Sent: 3/27/2024 9:09:59 AM
frucciM@wsdot.wa.gov		Viewed: 3/28/2024 8:34:49 AM
Acting Regional Administrator, ARA Maintenance & Operations ER		Signed: 3/28/2024 11:19:02 AM
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Elizabeth Schoedel		Sent: 3/28/2024 11:19:04 AM
eschoedel@spokanecity.org		Viewed: 3/28/2024 1:37:07 PM
Assistant City Attorney - approved as to form only		Signed: 3/28/2024 1:37:15 PM
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Garrett Jones		Sent: 3/28/2024 1:37:18 PM
gjones@spokanecity.org		Viewed: 3/28/2024 2:05:11 PM
Interim City Administrator		Signed: 3/28/2024 2:05:20 PM
City of Spokane Parks		
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Completed	Security Checked	3/28/2024 2:15:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.