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SEBASTOPOL

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SONOMA**

11
12 FRIENDS OF NORTHWEST
SEBASTOPOL, a California nonprofit mutual
13 benefit corporation ,

14 Petitioner,

15 v.

16 CITY OF SEBASTOPOL, acting by and
through the Sebastopol City Council,

17 Respondent,

18
19 SONOMA APPLIED VILLAGES
SERVICES, a California nonprofit mutual
20 benefit corporation; and ST. VINCENT DE
PAUL DISTRICT COUNCIL OF SONOMA
21 COUNTY, INCORPORATED, a California
nonprofit mutual benefit corporation,

22 Real Parties in Interest.
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Case No. SCV270053

**DECLARATION OF MARY GOURLEY
IN OPPOSITION TO PETITIONER
FRIENDS OF NORTHWEST
SEBASTOPOL'S EX PARTE
APPLICATION FOR**

Assigned for All Purposes to:
Hon. Arthur A. Wick, Dept. 17

Hearing Date:

Time:

Judge:

Dept.:

Hon. Arthur A. Wick
17

Action Filed:

Trial Date:

January 21, 2022

None Set

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I, MARY GOURLEY, declare as follows:

1. I am the City Clerk for the City of Sebastopol (“City”). I am responsible for maintaining official records of the City and have been City Clerk since September 2006. I have personal knowledge of the following facts and could and would testify to these facts if called upon to do so.

2. On or about October 27, 2021, I attended a Special City Council meeting. At the meeting, the City Council directed the Ad Hoc Committee for the Unhoused (“Committee”) to explore a proposal by Sebastopol Applied Village Services (“SAVS”) to operate a temporary shelter for homeless persons, families and their vehicles.

3. On or about November 30, 2021, Resolution No. 6386-2021, entitled “A Resolution Of The City Council Of The City Of Sebastopol Proclaiming The Existence Of A Local Homeless Emergency,” was approved by Mayor Una Glass and City Attorney Lawrence McLaughlin, and witnessed by me. A true and correct copy of said Resolution is attached hereto as Exhibit A.

4. On or about December 8, 2021, the City executed an agreement with SAVS for the operation of the homeless shelter that was executed by Mayor Una Glass. The agreement included a Memorandum of Understanding (“MOU”) between SAVS and the City as well as a SAVS operation manual. A true and correct copy of this agreement is attached as Exhibit B.

5. On or about January 18, 2022, a Resolution Extending the Proclamation of the Existence of a Local Homeless Emergency under Resolution 6836-2021 was approved by the City and witnessed by me. A true and correct copy of this approval is attached as Exhibit C.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st date of February, 2022 at Sebastopol, California.

By:



MARY GOURLEY
City Clerk at CITY OF SEBASTOPOL

5049475.1

RESOLUTION NUMBER: 6386-2021

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL PROCLAIMING THE EXISTENCE OF A LOCAL HOMELESS EMEERGENCY

WHEREAS, California Government Code sections 8558 and 8630 empower the City of Sebastopol to proclaim the existence of a local emergency when the City is affected or likely to be affected by conditions of disaster or of extreme peril to the safety of persons and property within the City's territorial limits; and

WHEREAS, Section 8630, as amended, requires that the Council review, at least every 60 days until such local emergency is terminated, the need for continuing the local emergency; and

Whereas, conditions of extreme peril to the safety of persons and property has arisen within the City as to homeless in general and particularly as to those who are living in RVs or cars on Morris Street and Laguna Park Way, and that action is needed, especially in light of COVID -19 resurgence and upcoming winter weather conditions; and

WHEREAS, the City Council has determined that conditions on Morris Street and Laguna Park Way continue to worsen; and

WHEREAS, In addition to the individuals living and being exposed to such conditions, these conditions threaten and are impacting adjacent property owners, neighborhood, businesses, City Buildings, the Laguna de Santa Rosa Preserve, and the general public, including users of public properties such as the Community Center and Youth Annex; and

WHEREAS, although current programs offered by the City and local non-profit service providers are providing assistance to many persons living without permanent housing, a significant number of persons within the city still remain without the ability to obtain shelter; and

WHEREAS, many of those unable to obtain shelter continue to reside on the streets, along creeks and pathways, in alleys and doorways, and in unauthorized encampments throughout the city; and

WHEREAS, persons without shelter are also often without adequate cooking or sanitary facilities, are at risk from theft, crime and extreme weather conditions, and are without security; and

WHEREAS, These conditions are clear and imminent dangers that require action to prevent and mitigate the loss or impairment of life, health, and property; and

WHEREAS, to address homelessness, significant additional public and private resources must be brought to bear, with efforts focused on both short- term immediate health and safety measures and long-term solutions; and

WHEREAS, scope of the local homeless crisis is beyond the resources of the City standing alone and will require the combined forces of adjacent jurisdictions and state agencies; and

WHEREAS, the causes and effects of homelessness are complex and can be addressed only with dedication, coordination and flexibility; and

WHEREAS, such conditions continue to result in a critical threat to the physical and mental health and safety of those experiencing homelessness, as well as to the natural environment and the public health and well-being of the surrounding community, and thereby continue to place the safety of persons and property at extreme peril within the territorial limits of the city; and

WHEREAS, California Government Code sections 8630 thru 8634 authorize the governing body of a city to declare a local emergency when there exist conditions of extreme peril to the safety of persons and property within the territorial limits of the city due to certain natural or man-made causes which are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city and that require the combined forces of other political subdivisions to combat; and

WHEREAS, California Government Code section 8634 provides that, upon a declaration of a local emergency, the governing body of a city, or an official designated thereby, may promulgate orders or regulations necessary to provide for the protection of life and property during the duration of the emergency; and

WHEREAS, the impacts of these events are still currently being evaluated and can result in an unknown and significant amount of City expenses to cover the supplies, equipment, staff hours, and potential overtime of all City Departments; and

WHEREAS, City Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol finds, determines and declares that there exists within the territorial limits of the City of Sebastopol conditions of extreme peril to the safety of persons and property caused by homelessness and the lack of available and affordable housing, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City and require the combined forces of other political subdivisions to combat; and

BE IT FURTHER RESOLVED, pursuant to the authority set forth in California Government Code Sections 8630 thru 8634, the City of Sebastopol City Council hereby declares that the proclamation of a state of local homeless emergency within the City of Sebastopol exists and proclaims the Existence of a Local Homeless Emergency in the City of Sebastopol; and

BE IT FURTHER RESOLVED, that pursuant to California Government Code Section 8630, as amended, the City Council shall review the need for continuing this local homeless emergency at least once every 60 days until the Council terminates the local emergency; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to take whatever other action is authorized under the Sebastopol Municipal Code and state and federal law, subject to authorization required from the City Council, consistent with this Resolution and its basic purposes; and

BE IT FURTHER RESOLVED that the City Council directs the City Council's Ad Hoc Committee for the Unhoused to explore, and as appropriate, bring to the full Council for its consideration, options for short-

term measures to address immediate health and safety concerns as well as more comprehensive long-term solutions to homelessness; and

BE IT FURTHER RESOLVED, that the City Council directs staff to Provide Recommendations for Parking Changes on Morris Street, Laguna Park Way, as well as City-Wide parking changes recommendations.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 30TH day of November, 2021, following a roll call vote:

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

VOTE:

Ayes: Councilmembers Hinton, Rich, Slayter, Vice Mayor Gurney and Mayor Glass
Noes: None
Absent: None
Abstain: None

APPROVED:  _____
Mayor Una Glass

ATTEST:  _____
Mary Gounley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:  _____
Larry McLaughlin, City Attorney

**TEMPORARY RV VILLAGE - SEBASTOPOL
AGREEMENT BETWEEN
CITY OF SEBASTOPOL AND SONOMA APPLIED VILLAGE SERVICES**

THIS AGREEMENT made and entered into on 8th day of December, 2021, by and between the City of Sebastopol, located in the County of Sonoma, State of California (CITY), and Sonoma Applied Village Services (SAVS). (Consultant).

City desires to contract with SAVS to furnish professional services in connection with the project described as Opening and Operating an RV Homeless Village, located at 845 Gravenstein Highway, with wrap-around services in Greater Sebastopol for the term 12/08/2021 to 12/31/2022.

PREAMBLE:

1. SAVS has been allocated Continuum of Care funding in the amount of \$368,000, and proposes to use those funds to set up and operate an RV Village within City limits, to serve the CITY unhoused, specifically those living in RVs and other vehicles on Morris Street, as well as City-wide.
2. CITY is in need of a safe, healthy, secure, managed location to offer the City's unhoused currently living in RVs and in other vehicles within City limits, especially on Morris Street and nearby streets.
3. CITY is experiencing a homelessness crisis, and formally declared a homelessness emergency on November 30, 2021. The crisis in the City of Sebastopol has developed into an untenable situation that requires the City's immediate action, and is well documented by complaints and concerns about health and safety and a developing public nuisance that has had a severe and negative impact on the town. The demand for compassionate and effective action is unanimous, and comes from local businesses, advocates for the unhoused, and the community at large. CITY recognizes that this is a crisis situation, and that there is a need to act immediately and decisively to protect the interests of the unhoused as well as the interests of the community at large.
4. CITY has been informed by SAVS that SAVS expects to be entering into a lease with St Vincent de Paul ("SVDP") that will allow it use of the property located at 845 Gravenstein Highway North ("SITE") in Sebastopol, and that SVDP has made a commitment to allow SAVS to use the SITE for one year as a temporary RV Village to serve CITY's RVs and other vehicular unhoused.
5. It is the understanding of CITY and SAVS that SVDP is in the process of purchasing the SITE specifically to allow it to be used by SAVS for the temporary RV Village. SVDP will need to collect lease payments to cover the mortgage and other "carrying costs" for the period that SAVS is leasing the SITE for this use. SAVS does not have funding for these lease payments.

6. SAVS has requested that CITY enter into an agreement authorizing use of the SITE for a temporary one year RV Village for Sebastopol's unhoused, with RVs on or near Morris Street prioritized and seniority (amount of time in Sebastopol) a deciding factor in selection of RV Village residents.
7. SAVS has further requested that CITY reimburse SAVS for the lease payments to SVDP. SAVS does not have sufficient funds to cover lease payments, because the full \$368,000 in Continuum of Care funding is needed by SAVS to set up and operate the temporary RV Village for the one year period.
8. CITY has investigated many other options for addressing the unhealthy and unsafe situation involving the RVs and other lived-in vehicles on Morris Street and nearby streets, and has no other alternatives now, and does not expect other alternatives to develop in the foreseeable future. Sebastopol is dedicated to mitigating the unhealthy, unsafe, and inhumane circumstances occurring on Sebastopol City's streets (Morris Street in particular) and in Sebastopol's neighborhoods. The proposal from SAVS, with the support of SVDP, provides a realistic, acceptable option for CITY.
9. CITY and SAVS have entered into a Memorandum of Understanding ("MOU") outlining the essential rights and obligations of both parties. The MOU is attached here as Exhibit A. This Agreement contains additional details regarding the rights and obligations of the parties. It does not supersede the MOU. The terms of this Agreement are to be interpreted in a manner that is consistent with the MOU. In the event of a conflict between the MOU and this Agreement or any Exhibit, the provisions in the MOU control.

NOW, THEREFORE, CITY and SAVS for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SAVS agrees to provide the services described in this Agreement for a one year period beginning January 1, 2022, and continuing until December 31, 2022, unless extended by mutual written Agreement of the parties as provided in paragraph 19 or terminated as provided in paragraph 2.
2. Termination:
 - a. If SAVS fails to perform, comply with, or observe any of the conditions, terms, or covenants of any of this Agreement, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, CITY will send SAVS a written notice of default. SAVS will have the right to cure the default within thirty (30) days of the date of the written notice (which notice shall provide reasonable detail of the default and required cure) or, if the breach cannot be cured within thirty (30) days, so long as SAVS is diligently undertaking to cure the breach, SAVS will be allowed to complete said cure within ninety (90) days of the date of the written notice of default.
 - b. If CITY terminates this Agreement for cause, SAVS will be entitled to receive the benefits of this Agreement for all services satisfactorily rendered prior to the termination,

less the amount of damage, if any, sustained by CITY as a result of the breach of the Agreement by SAVS. CITY's obligations to SAVS will end at the expiration of all applicable notice and cure periods, automatically relieving CITY of any obligation to make or continue to provide any benefits of this Agreement to SAVS, and giving CITY the right to proceed with any and all remedies set forth in this Agreement, including but not limited to the remedies listed in paragraph c.

- c. In the event of a failure by SAVS to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance in this Agreement, CITY reserves the right to temporarily withhold all or any part of the benefits of this Agreement, or suspend all or part of the Agreement, until CITY is satisfied that corrective action has been taken or completed. The option to withhold benefits is in addition to, and not in lieu of CITY's right to suspend or terminate this Agreement. In addition, CITY shall have the right of mandamus or other suit, action or proceeding at law or in equity to require SAVS to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

3. Scope of Services:

- a. SAVS Specified Services. SAVS shall, in a manner satisfactory to CITY, perform the services described in Exhibit B (incorporated here by specific reference) and as provided in paragraph 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit, the provisions in the body of this Agreement control.
- b. Cooperation with CITY. SAVS will cooperate with CITY in the performance of all services and work in this Agreement, and will be available to CITY staff at all reasonable times, subject to the services agreed to by the parties, as described in this Agreement and in Exhibit B.
- c. Performance Standard. SAVS will perform all services and work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in SAVS's same discipline and profession in the State of California. CITY has relied upon the professional ability and training of SAVS as a material inducement to enter into this Agreement. SAVS hereby agrees to perform under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of SAVS's performance under this Agreement by CITY will not operate as a waiver or release. If CITY determines that any or all of SAVS's performance under this Agreement is not in accordance with such level of competency and standard of care, CITY, in its sole discretion, shall have the right to do any or all of the following: (a) require SAVS to meet with CITY to review the quality of the its services or work and resolve matters of concern; (b) require SAVS to take action to correct the unsatisfactory performance until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 2; or (d) pursue any and all other remedies at law or in equity.

4. Assigned Personnel.

- a. SAVS will assign only competent personnel to perform services or work under this Agreement. If at any time CITY is concerned about the competence or conduct of any SAVS personnel, CITY will first notify SAVS to discuss the concerns and a possible resolution, if reasonably possible. If CITY continues to be concerned, CITY will notify SAVS of a failure to perform, and the provisions for default and cure in paragraph 2 will apply.
- b. Any and all persons identified in this Agreement or any exhibit as the project manager, project team, site manager, resident on-site manager, or other professional performing work or services under this Agreement are deemed by CITY to be key personnel whose services were a material inducement to CITY to enter into this Agreement, and without whose services CITY would not have entered into this Agreement. SAVS will not remove, replace, substitute, or otherwise change any key personnel without prior written notification to CITY.
- c. If any of SAVS's personnel assigned to perform services or work under this Agreement become unavailable due to resignation, sickness or other factors outside of SAVS's control, SAVS will be responsible for timely provision of adequately qualified replacements.

5. Payment:

- a. CITY agrees to reimburse SAVS for actual lease payments SAVS is required to pay for use of the SITE for the one year lease term discussed in this Agreement. The reimbursement amount will be payable monthly to SAVS, for months of actual operation of the temporary RV Village, and will be for the amount actually charged to SAVS by SVDP, with a monthly maximum of \$5,000 per month (no more than \$60,000 for the full year of operations).
- b. These lease payments are considered a partial match to the \$368,000 granted to SAVS by the Continuum of Care for set up and operation of the RV Village.
- c. If SAVS does not receive the Continuum of Care funding or elects not to use the Continuum of Care funding for the RV Village described in this Agreement, this lease reimbursement promise will be null and void.
- d. Reimbursement payments will be made only after SAVS submits adequate written documentation to CITY of the actual lease cost incurred. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause SAVS to be paid within 30 days of receipt of invoice. In no event will the monthly amount reimbursed exceed \$5000 or the total annual amount exceed \$60,000.

6. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by email or personal delivery or by US Mail or courier service. Notices, bills, and payments shall be addressed as follows:

CITY:

City of Sebastopol, 7120 Bodega Avenue, Sebastopol CA 95472

Or by mail: P.O. Box 1776, Sebastopol CA 95473

Attn: Administrative Services Director Ana Kwong

Email: akwong@cityofsebastopol.org

SAVS:

SAVS, Sonoma Applied Village Services

1275 4th Street, Suite #101, Box 196

Santa Rosa, CA 95404

Attn: Gregory Fearon

Phone: (707) 861-0646

Email: tinyvillages@sonomavillages.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice that complies with this paragraph.

7. Assignment and Delegation: Except as provided in this Agreement, neither party will assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other and no assignment will be of any force or effect unless and until the other party has so consented.
8. Operational Changes: SAVS will promptly forward to CITY any material modifications to its program, policies, or procedures.
9. Subcontracts: SAVS will include all of the provisions of this Agreement in its entirety in any subcontract executed in the performance of this Agreement. SAVS will monitor all subcontracted services on a regular basis to ensure contract compliance. SAVS will undertake to make sure that all subcontracts in the performance of this Agreement are awarded on a fair and equitable basis. Executed copies of all subcontracts will be available to CITY, along with a summary description process, upon written request by CITY.
10. Status of SAVS: The parties intend that SAVS, in performing the services specified in this Agreement, will act as an independent contractor and will have control of the work and the manner in which it is performed. SAVS is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides its employees.

11. Insurance: SAVS will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SAVS, its agents, representatives, or employees. City insurance requirements are specified in Exhibit C, which is attached here and incorporated into this Agreement by this reference.
12. Indemnification. Each party will indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The provisions of this section do not apply to claims to the extent occurring as a result of the either party's sole negligence or willful acts or misconduct.
13. Party Representatives. CITY will appoint a designated representative who will have the authority to monitor the program and operations of SAVS on behalf of CITY. SAVS shall appoint a representative to be available to CITY for consultation and assistance during the performance of this Agreement.
14. Prosecution of Work. The execution of this Agreement will constitute SAVS's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder will be completed within the time required in this Agreement, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SAVS's performance of this Agreement will be extended by a number of days equal to the number of days SAVS has been delayed.
15. Extra or Changed Work.
 - a. Extra or changed work or other changes to the items identified in the Scope of Services or this Agreement may be authorized only by written amendment to this Agreement, signed by both parties.
 - b. Minor changes that do not significantly change the scope of work identified in the Scope of Services or significantly lengthen time schedules can be authorized and signed by the CITY's City Manager. CITY's City Council must authorize all other extra or changed work. Failure of SAVS to secure this written authorization for extra or changed work will constitute a violation of the Agreement (see paragraph 2).
16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received

may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this paragraph limits CITY's right to terminate this Agreement pursuant to paragraph 2.

17. Reporting:

- a. SAVS agrees to provide a written quarterly report ten (10) days after the end of each Quarter, that is, by the following dates:
 - i. Quarter 1 (Q1): January 10, 2022 (submit by January 20, 2022)
 - ii. Quarter 2 (Q2): April 11, 2022 (submit by April 21, 2022)
 - iii. Quarter 3 (Q3): July 11, 2022 (submit by July 21, 2022)
 - iv. Quarter 4 (Q4): Oct 10, 2022 (submit by October 21, 2022)

The intent is to coordinate the quarterly report dates with the Calendar of the Sonoma County Community Development Commission.

- b. Each quarterly report shall describe the progress of the project.
- c. Within ten (10) days after the termination date of this Agreement, SAVS agrees to submit to CITY a Final Report.
- d. All quarterly and final reports shall be submitted in a form specified by CITY.
- e. SAVS, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the CITY, electronically or in hard copy, in a timely fashion.
- f. CITY will use reports submitted by SAVS to provide periodic required reports in a timely way to the state, federal, local governmental or private funding entities.

18. Amendments:

- a. CITY or SAVS may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by CITY's City Council. Any amendments will not invalidate this Agreement, nor relieve or release CITY or SAVS from its obligations under this Agreement.
- b. CITY may, in its discretion, amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and changes in available funding amounts, or for other

reasons. If these amendments result in a change in funding, the Scope of Services, these modifications will be incorporated only by written amendment signed by both CITY and SAVS.

19. Publicity: SAVS and CITY will make reasonable efforts, in all publicity about the temporary RV Village, to recognize explicitly the contribution of both SAVS and CITY, as well as St Vincent de Paul, in making the project possible.

20. Representations of SAVS

- a. Status of SAVS. As noted in paragraph 10, SAVS is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits CITY provides its employees. In the event CITY exercises its right to terminate this Agreement pursuant to paragraph 2, SAVS expressly agrees that it will have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- b. Taxes. SAVS agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. SAVS agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States or to the State of California as a consequence of SAVS's failure to pay, when due, all such taxes and obligations. In case CITY is audited for compliance regarding any withholding or other applicable taxes, SAVS agrees to furnish CITY with proof of payment of taxes on these earnings.
- c. Records Maintenance. SAVS will keep and maintain full and complete documentation and accounting records concerning all services or work performed under this Agreement and will make these documents and records available to CITY, its auditors or other authorized representatives for inspection and audit at any reasonable time. SAVS will maintain these records for a period of five (5) years following completion of services or work under this Agreement.
- d. Conflict of Interest. SAVS covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state and/or federal law or that would otherwise conflict in any manner or degree with the performance of its services or work under this Agreement. SAVS further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by CITY, SAVS shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing SAVS's or such other person's financial interests.
- e. Statutory Compliance. SAVS agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services and work provided under this Agreement as they exist now and as they are changed, amended or modified during

the term of this Agreement. If SAVS performs any work knowing it to be contrary to such laws, rules and regulations, SAVS shall be solely responsible for all costs arising therefrom. SAVS will defend, indemnify and hold CITY, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- f. Nondiscrimination. Without limiting any other provision in this Agreement, SAVS, by and for itself and its successors and assigns, agrees that it will comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, military and veteran status, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated here by this reference.
- g. AIDS Discrimination. SAVS, by and for itself and its successors and assigns, agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- h. Living Wage Requirements. SAVS, by and for itself and its successors and assigns, shall comply with any and all federal, state, and local laws – including, but not limited to the City of Sebastopol Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SAVS expressly acknowledges and agrees that this contract is subject to the provisions of Chapter 2.72 of the City of Sebastopol Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. Nonprofit entities will pay employees providing services pursuant to a service contract or in connection with a living wage as established by City of Sebastopol Municipal Code Chapter 2.72. The Nonprofit living wage rate schedule is located at <https://sebastopol.municipal.codes/SMC/2.72>
- i. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SAVS, and all actions required under the SAVS 's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- j. Good Standing. SAVS is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

21. Miscellaneous Provisions.

- a. No Waiver of Breach. The waiver by CITY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Any waiver by CITY of any obligation or condition in this Agreement must be in writing.
- b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. SAVS and CITY acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SAVS and CITY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- e. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- f. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- g. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- h. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- j. Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns.
- k. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this 8th day of December, 2021.

CITY OF SEBASTOPOL

By:  Una Glass, Mayor

SONOMA APPLIED VILLAGE SERVICES

By:  Adrienne Lauby, President, Board of Directors

Exhibits

A: Memorandum of Understanding

B: Scope of Work

C: Insurance Requirements

EXHIBIT A: MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding between Sonoma Applied Village Services (SAVS) and the City of Sebastopol

This Memorandum of Understanding (Agreement) stands as evidence that Sonoma Applied Village Services (SAVS) will provide, open and operate an RV Homeless Village, located at 845 Gravenstein Highway, with wrap-around services in Greater Sebastopol for the term 12/08/2021 to 12/31/2022. Greater Sebastopol is defined as within the City of Sebastopol, focusing on RVs on/near Morris Street.

Program Description

SAVS will set up and operate a safe parking village with a mix of vans, trailers and RVs which are used as primary residences for the homeless people of Sebastopol. We will provide site management including sanitary and water facilities, a waste management system, security, access to food and individual whole-person-care support for the residents.

City of Sebastopol Agrees to Provide:

1. Sebastopol agrees to permit the use of the site for a temporary homeless shelter.
2. Sebastopol agrees to grant reimbursement for rent on the AmeriGas site for 1 year, ending Dec 31, 2022 at a total of no greater than \$60,000 provided SAVS continuously operates the site during that time frame.

SAVS Agrees to:

1. SAVS agrees to open and operate an RV village at the AmeriGas site through December 2022
2. The site will make a marked improvement to the current RV encampment near Morris street and provide a prototype for further development of similar affordable, dignified non-congregate shelter.
3. SAVS conducts resident outreach program and neighborhood outreach programs on an ongoing basis

Term

The term of this Agreement shall be December 8, 2021 to December 31, 2022.

Indemnification

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

Date: December 2, 2021

12-01-21

Signature 



Larry McLaughlin
City of Sebastopol

Adrienne Lauby
Sonoma Applied Village
Services

EXHIBIT B: SCOPE OF WORK

As stated in paragraph 3 of the Agreement: SAVS shall, in a manner satisfactory to CITY, perform the services described in Exhibit B (incorporated here by specific reference) and as provided in paragraph 15, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit, the provisions in the body of this Agreement control.

The services referenced in paragraph 3 of the Agreement are contained in the SAVS Operations Manual, which includes site specific terms.



24/7 Safe Parking Operations Manual



Sonoma Applied Village Services
1275 4th Street, Suite #101, Box 196,
Santa Rosa, CA 95404
Phone: (707) 861-0646

Private Non-Profit Federal Tax ID Number: 83-4609220

Original: Summer 2021

Revised: 12/03/21

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INTRODUCTION

Safe Parking Needs in Sonoma County

The road to homelessness is often complex and indirect. Often, some combination of uncontrollable external forces, unpredictable events, unfortunate consequences, and random chance overcomes an individual's ability to stave off the eventual loss of a safe and stable housing option. A person's vehicle can represent a personal refuge: the last remaining link to a sense of privacy, stability, and personal autonomy. Adequate shelters are also commonly inaccessible to vehicle residents because there is no place to leave the vehicle. For many, their vehicle is their home.

“Hidden in Plain Sight – Finding Safe Parking for Vehicle Residents” (From the Seattle School of Law’s Homeless Rights Advocacy Project)
<https://digitalcommons.law.seattleu.edu/hrap/14/>

ESTIMATED NUMBER OF CARS AND RVS

RVs and cars randomly parked and lacking access to basic sanitary and waste facilities, are a highly visible reminder of the amount of progress we need to make as a society when it comes to housing those without the means to afford rents in Sonoma County. A recent count by Santa Rosa Police estimated there are 330 vehicles used for overnight shelter in Santa Rosa. Countywide, roughly 700 people live in their vehicles, making up over a quarter of the homeless population.

Currently, a total of less than 30 slots for safe parking exists in the County. Safe parking sites are a basic and necessary interim measure for addressing the needs of County residents sheltering in vehicles while permanent housing solutions are planned and implemented.

Accommodating these numbers

SAVS estimates that a safe, hygienic, 3-acre site can accommodate approximately 15-20 RVs or 50 cars. Further, SAVS estimates the current need in the County to be about 50% RVs and 50% cars. The County would then need space for approximately for 150 RVs (10 acres) and 150 cars (3 acres) – or about 10-15 acres of safe parking to park every car and RV in Sonoma County. We estimate a 2-acre lot to contain approximately 25 RVs (1 ½ acre) and 25 cars (½ acre).

BENEFITS OF SAFE PARKING SITES

Safe Parking programs have proven effective as tools for improving the community as well as the lives of residents served by the Safe Parking program.¹ A municipal safe parking program will

¹ <https://priceschool.usc.edu/research-shows-safe-parking-programs-can-help-homeless/>

https://www.mountainview.gov/depts/comdev/preservation/safe_parking_program.asp

https://static1.squarespace.com/static/5e40681539b77957555f10e0/t/609ef7cbf37faf27b583665f/1621030860604/FINAL_McElwain_Schiele_Waheed_Report.pdf

provide the following highly visible benefits to Santa Rosa and to unsheltered, low-income residents who have transportation, but cannot afford rent.

Benefits Include:

- Significantly fewer RVs and cars on the streets.
- Significantly less police and sanitation services needed. Last year's Santa Rosa police calls represented 15% of the department's overall calls for officer response, which, combined with mental health and drug-related issues, make up the vast majority of calls for service.
- Consolidation into small communities means more efficient delivery of health, welfare and coordinated entry services to chronically homeless persons (especially those that will not enter a shelter because they will lose their vehicle).
- Safe Parking is more cost effective than building or remodeling new congregate shelters or transitional housing.

Section I – Sonoma Applied Village Services (SAVS) Foundational Statements

VISION AND VALUES

We believe that everyone has a right to a home. The quality of life and well-being of the whole community is raised by working in partnership to end the condition of homelessness. We believe housing can be delivered at much lower costs and more expeditiously, if safe parking and tiny villages are implemented in Sonoma County.

MISSION

The primary objective and purpose of SAVS is to help house the homeless in Sonoma County. We are committed to creating tiny villages where formerly unsheltered residents live with dignity and hope, where they can participate in the management of a community where they can pursue goals for empowerment and improved mental and physical health in partnership with the larger community.

STRATEGY

Our approach is to partner with individuals and organizations working to resolve the County's homeless crisis, including homeless and formerly homeless persons, housed individuals, neighbors, health care providers, faith-based organizations, volunteers, county and municipal agencies and officials, and non-profit service groups.

Our goals are:

- 1) to facilitate and leverage a shared understanding of needs, perceptions, responsibilities, and accountability in order to create safe parking villages that provide basic shelter and security in a cooperative and collaborative atmosphere, and
- 2) to support village residents in attaining personal improvement goals and ultimately to help them secure permanent housing.

PROGRAM DESCRIPTION

A SAVS Safe Parking Program serves residents of Sonoma County encampments living in privately-owned cars and RVs. We operate from a Housing First model by providing 24/7 and overnight parking with supportive services for transitional homeless people living in their vehicles. We view this as the first step in the process to permanent housing. Our approach is an individually tailored and resident-driven case-management process that includes employment assistance and training, community and healthcare referrals, placement in the coordinated entry system, and ongoing follow-up and assessment during residency. This SAVS process is designed to include those with many years on the street and/or extensive health, addiction and mental illness needs.

Section II – Overview of Safe Parking Village Operations

Low-cost Safe Parking villages are a critical step on the path to permanent housing. SAVS Safe Parking Villages deliver dignity and build skills by creating an environment where residents and managers work together in community to drive down costs and foster community involvement.

A SAVS employee, the SAVS Village Project Manager, working under the direction of the SAVS Board of Directors, will be ultimately responsible for the successful operation of the village. SAVS Village Project Manager will collaborate with and support the other staff. (*Definitions follow*)

Function	Notes
Parking	Residents will be provided one parking space for up to 2 individuals. Some lots will offer additional overnight parking (7pm to 7am) based on availability.
Insurance	SAVS will provide overall liability insurance for the lots. SAVS does not provide vehicle insurance.
Safety	Safety is of the utmost importance and will be maintained by the SAVS Village Project Manager and all paid staff. The SAVS Village Project Manager will be available on site as needed, and on call 24/7. Residents and trained volunteers may assist with security. Our team approach does not require the high-cost, low-dividend expense of hiring a 24/7 security service.
Food	Prepared food is generally not provided. However, easy to prepare foods will be available and SAVS will work with other service organizations to provide food.
Sanitation	SAVS will provide portable restroom and washing facilities. SAVS will contract with a sanitation company for both garbage removal service and RV waste servicing.
Shared Responsibilities	Residents will contribute a minimum of 6 hours per month in the maintenance of the village.
Drugs, Alcohol Policy	SAVS is aligned with the Housing First model: we encourage and support a sober environment. SAVS believes in ‘harm reduction’ and ‘meeting the person where they are on their path to recovery’. SAVS has a firm code of conduct policy that will be signed by each resident and will be initially enforced through the on-site Village Council.
Overnight Parking Rules	For overnight lots, residents may not park additional vehicles within three blocks of the designated lot. Lots may have different operating hours during holidays and weekends.

Section III - SAVS Operational Responsibilities

Funding & Government Relations

SAVS is responsible for complying with all government contracts and delivering on contractual commitments.

Co-Managed Leadership

The SAVS Board of Directors has ultimate responsibility for all aspects related to creating and managing the village, as well as for ensuring residents are safe, connected to social and medical services, and feel welcomed and cared for.

Safe Parking Tiny Villages will vary in the number of staff and the tasks each staff person is assigned. Each site will likely be different. What follows is a description of a Tiny Village with two full time staff members and an on-site resident manager.

The village site will be co-managed by the SAVS Village Project Manager and the Resident Services Manager in collaboration with a small Council of 3-5 resident leaders, ensuring that the village is a caring and inclusive place for all of the residents.

- The SAVS Village Project Manager reports to the SAVS Board of Directors and will run operations (sanitation, security, and overall project management). The Village Project Manager enforces policy in conjunction with the Resident Board. The Village Project Manager is responsible for the case management process, overseeing outside reporting and compliance requirements, reporting to the SAVS Board, maintaining community relationships, managing human resource needs, and ensuring that operations conform to community agreements and the approved budget. The Village Project Manager will be accessible via cell phone 24/7 and will respond to emergencies quickly.
- The Resident Services Manager reports to the SAVS Village Project Manager. The Resident Services Manager will be responsible for day-to-day operation of the physical site, ensuring that it is safe and functional, as well as organizing community responsibilities and meetings. Key tasks include: managing security, resolving non-critical grievances and conflicts, and ensuring the site is clean and clear. If other staff members are needed or possible at a Village site, this position will be shared with appropriate division of primary responsibilities.

The Resident Services Manager will lead village meetings, if capable and willing. Otherwise, the SAVS Village Project Manager or a volunteer from the Village will lead village meetings. The SAVS staff will be responsible for selecting and training a resident for the position and a staff member will attend the weekly meetings.

- The Village Council
Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present, decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village

Council is to sustain resident participation in the orderly management of the village. The Council will hear complaints, enforce community behavioral guidelines and apply written rules of conduct. The Village Project Manager will enforce rules when referred by the Village Council or requested by the Resident Services Manager.

Grievances

Grievances should be submitted to the SAVS Village Project Manager on a SAVS Grievance Form and filed within one week of the date the person filing the grievance becomes aware of the incident in question. The Grievance Form requests the name and contact information; a summary of the alleged problem or action and the remedy or relief sought. An investigation will be conducted, and the Village Project Manager will issue a written decision on the grievance no later than 30 days after its filing. The individual filing the grievance may appeal the decision by writing to the SAVS Board of Directors within 15 days of receiving the decision. The Board of Directors will issue a written response to the appeal no later than 30 days after its filing. If the grievance is against the Village Project Manager, it will be taken up directly by the Board of Directors.

Client Confidentiality and Privacy Policies

The Safe Parking policies and procedures ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided with assistance; and treatment services offered under any project within the SAVS Safe Parking program. Staff will not divulge the names or any personal identifying information of program participants without written consent. Further, the address or location of any participant assisted through the Safe Parking Program will be anonymous, except upon written authorization from the client/program participant.

Section IV Security

Villages will be fenced with a gate that is monitored. There will always be one person on site who is explicitly in charge of security. This responsibility will be shared between SAVS staff. The On-Site Resident Manager will be available by phone in the evenings and nights when other staff may not be present. SAVS volunteers and residents will be organized to perform security watches in the evenings, with an overnight off-site staff member on call. Guest policies will be determined by the Village Council, unless Covid restrictions by the County Health Officer require otherwise.

When required by contract, other security arrangements are possible. As necessary, a 24/7 commercial Security Service will be in place upon site opening to provide immediate safety and security for the residents. The continued need for private security services may then be assessed on a monthly basis according to:

- The number of actual security incidents within the village
- Neighborhood incidents related to village residents or guests
- The strength and reliability of our self-governance and peer-support programs

Front Gate Security in SAVS 24/7 Safe Parking Sites

The front gate is the only routine access in and out of the lot and shall remain secure. A second gate will only be used for emergencies. Staffing the front desk is one of the most important duties at a SAVS Safe Parking Village. If this is not done by private security, it will be one of the mandatory service tasks for all residents.

Three Stages of Response

All staff and residents will follow SAVS Three Stages of Response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1. Minor Incidents of Concern: Contact a Village Council Member. These problems will generally be resolved within the Village Council through the disciplinary system. Warnings will be issued if the problem is not resolved. If the Council is unable to end the problem, they will refer it to the Village Project Manager who will act, up to and including removing a resident from the program. All efforts, including other housing/shelter options will be pursued before any permanent removals.

Stage 2. Potentially serious and serious incidents: Call the On-Site Manager and the SAVS Program Manager. After consultation with the Village Council, appropriate response will be enacted, as in unresolved issues within Stage 1.

Stage 3. Emergencies: Call 911

***See Section XI for Fire and Safety and Emergency Evacuation plans
See Section XIII for a detailed explanation of the disciplinary process***

Neighborhood Relations

Neighborhood relations are a critical part of the Village operations. The Village Project Manager will either be a single point of contact for village neighbors, or will appoint someone to that function. Meetings with neighbors and the Village Council will be arranged by the Village Project Manager. We will strive to find neighbors to work with the Village as liaisons and volunteers. We will establish a system for the community to donate items, provide food and help the village maintain and operate successfully. Weekly teams of Village residents will do litter pick up in the surrounding area of approximately 4 blocks. **No one will be allowed to linger in the neighborhood outside the Village.**

Transportation

SAVS can provide shuttle service, if needed, for scheduled laundromat trips. SAVS vehicles will also help residents within budget constraints and when vehicle needs of other SAVS programs are met. It will not offer on-demand or regularly scheduled rides for residents.

Food

Staff will invite and coordinate prepared food and meal donations by churches, Redwood Empire Food Bank, other nonprofits, and volunteers to help improve access to food. Neither a kitchen nor cold food storage will be provided.

Volunteers

SAVS staff will coordinate volunteer contributions to the village and residents, arrange schedules, and work with resident leaders and the case management team. SAVS intends to use as many volunteers as we have access to, in order to drive down costs and increase community engagement with the program.

Financial Management

All financial management tasks will be completed by the Village Project Manager. The Village Council may have a small fund for their use. Fund distribution will be overseen by the SAVS Treasurer and Bookkeeper with standard protocols in place.

Section V – Resident Self Governance

Self-governance is a core value of SAVS Safe Parking villages. This means that the success of the Village relies on the participation of residents in making decisions related to its policies and management. Participation is organized within two structures: The Village Council with weekly meetings and required monthly meetings of all residents.

Monthly Village Meeting

Attendance at the monthly Village Meeting is required of residents. Issues related to the policies, organization and management of the Village are discussed and, when appropriate, voted on at this time, as are resident suggestions, requests, and concerns.

Village Council

Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village Council is to sustain resident participation in the orderly management of the village. A primary responsibility of the Council is to serve as a contact between meetings when urgent situations arise. All Council decisions are potentially subject to review by the entire village at a Village Meeting by following the Village Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village.

Through Self-governance and village participation, residents will:

- Gain a sense of community and human connection
- Enjoy a much safer environment
- Form stable affinity groups and longer-term relationships

- Keep their pets
- Gain the ability to live with spouses or intimate partners
- Find a sense of place, privacy, and personal space
- Develop communication and basic management skills
- Gain a sense of self-worth, purpose, direction and recognition of their value to their own success and to the success of others.
- Increase their ability to derive an income.

The Council is not meant to bestow greater power than that of any other resident. Those elected to the council are given the task of responding to incidents when a community agreement is broken and recommending an appropriate level of intervention as specified in this manual. When an incident occurs that is not described in this manual, it is up to the Village Council and staff managers to determine the appropriate level of intervention.

All Council decisions are potentially subject to review by the entire village at a Village Meeting following the Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village. For incidents resulting in suspension or expulsion, the offender must be given a chance to appeal before taking their leave.

Exception: Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises immediately. There is no appeal in these cases.

SECTION VI – Resident Selection

Client Acceptance Policy

SAVS' Safe Parking Program shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act. SAVS Safe Parking manager shall be responsible for reviewing and approving eligibility determination in order to ensure that all national and local program goals are achieved. All clients must meet minimum eligibility requirements, which include current license, vehicle registration, and insurance. There is the option to register the vehicle as non-operational.

Disability and English Proficiency Policy

It is the policy of Sonoma Applied Village Services and the Safe Parking Program not to discriminate based on disability and to ensure that all villagers, volunteers and staff comply with the Americans with Disabilities Act (ADA). When asked, staff will make reasonable accommodation for all program participants with disabilities or Limited English Proficiency. During intake and/or as needed, these needs will be identified, and the SAVS Manager will be advised to ensure accommodation. Every effort will be made to provide meaningful access to the program and its services and/or access to a translator.

All complaints regarding ADA violations should first be referred to the SAVS Manager who will attempt to make reasonable accommodations. Any person who believes that he or she has been

subjected to discrimination based on disability may file a grievance under the SAVS grievance procedure, which provides prompt and equitable resolution of complaints alleging any action prohibited by the Rehabilitation Act of 1973.

Referrals

When required, referrals will be limited to agencies designated by the party funding the village. Otherwise, potential Safe Parking Program participants may be referred by community partners, community housing agencies, veteran services, community mental health centers, local shelters, and others. Partners will be provided with materials describing program requirements and with referral forms. Individuals may also apply to become residents. An exception is if a particular grant or contract requires the use of Coordinated Entry or other restrictions.

Allowable Vehicles

Each site will have a maximum number of larger vehicles (RVs or trailers). Additional vehicles to tow trailers or to be used as a resident's car must be cleared with the Resident's council and will be allowed based on the available parking space. Recreational vehicles (RVs) may have a size limit in some lots. Virtually every type of car, truck, van, and SUV is potentially acceptable.

Entry Criteria

SAVS acceptance policy conforms to Housing First Low-Barrier procedures, although individuals referred to SAVS Safe Parking sites must meet the following criteria:

- Applicant's vehicle must be in operating order or be registered as "not operational" with the California Department of Motor Vehicles. (DMV).
- If the vehicle is not registered as non-operational, applicants must have current driver's license, registration, and automobile insurance.
- Applicants must be homeless and their vehicle must be their primary residence.
- Applicants using streets in the surrounding city district will receive priority access over those from other city districts unless a specific grant or contract requires otherwise.
- SAVS does not accept families with children under 18.

Screening and Intake

The SAVS Safe Parking Program intake shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act.

- When there is an opening, applicants will be contacted by a SAVS Safe Parking Program staff member for screening and intake no more than 10 business days after receiving a referral or request for membership in the program.
- Applicants will be requested to bring a copy of proof of income from all sources, as well as ID(s) for all household members. We do not accept children under 18 at this time. After application, the staff will do a background check looking for violent crimes, falsehoods on the application, and whether the applicant is a registered sex offender. If these things are discovered, staff will discuss the issues with the applicant and make a determination for fit and eligibility.

- The initial intake process will include HMIS entries as well as the Safe Parking Intake Forms. In addition, a Coordinated Entry assessment will be made, if that has not been completed previously.
- Enrollment forms that should be completed by end of intake meeting include:
 1. Signed and dated Safe Parking Intake Packet
 2. Signed and dated Consent to Exchange/Release of Information

New Resident Status

Before being fully accepted as a villager, a new resident will be assigned a spot in the Village and have a temporary status for a 4-week period to ensure they are willing to follow Village rules and to take on the required responsibilities. The goal of this policy is for the staff and the potential villager to obtain a fair and objective assessment as to whether the potential villager is willing to be a contributing member of the community.

A mentor will guide each new resident through orientation and do a daily check-in to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the resident when issues arise as to how the concerns may be addressed.

The mentor and new resident will meet with the Residents Council once a week to talk about any problems. If after four weeks, the Residents Council, Site Manager and Project Manager agree, temporary status will progress to ongoing status. Within this period, staff and the resident will complete a Housing Stabilization Action and Case Management Plan. (Action Plan). If there are problems that need time to be addressed, the provisional period may be extended by a defined period-of-time.

Section VII – Case Management to Permanent Housing

The SAVS Safe Parking Program recognizes that comprehensive case management is the most important component of helping village residents become stably housed. Our case management process relies on an Integrated Resident Team (IRT) that includes the client, an assigned operational staff member, an IHSS provider if necessary, and options for volunteer support, family, friends, and an assigned resident leader. The IRT will meet monthly to discuss and enact plans for the resident, and to track needs and progress. Because clients will typically be coming off the street, case management may initially entail early assessment and close communication for weeks or perhaps months while critical changes take place mentally, physically, and administratively.

Needs Assessment

Needs assessment is at the heart of case management. All Safe Parking services are linked to documented needs that are the basis of a completed Housing Stabilization Action and Case Management Plan (Action Plan) for each resident or household, needs that ultimately relate to securing stable housing. Needs assessment updates are scheduled on a case-by-case basis. This plan is intended to be a living document that is updated as needs and goals of the client change. The

updates allow for tracking residents' progress toward goals, status of needs, and potential ongoing or new problem areas that need to be addressed to secure or maintain stable housing. All Plans are to be signed and dated by the participant head of household and program Case Manager.

Section VIII – Connecting Residents to Assistance

The Safe Parking Program is committed to working collaboratively to ensure that participants receive benefits such as health care, disability, nutritional assistance, and other services such as employment and vocational rehabilitation assistance to which they are entitled. External programs may include Social Security, Covered California or Medicare, CALFresh, V.A. services and mental health support. The Safe Parking Program shall observe all federal, state, and local requirements relating to interaction with other programs through which the Safe Parking Program participants may receive services. The Safe Parking Program shall ensure that no unauthorized duplication or overlap of benefits occurs.

Section IX – Resident Rights and Responsibilities

Code of Conduct

All residents are expected to comply with the following rules and regulations of the SAVS Safe Parking Program and with any agreements they sign upon intake.

- I. Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises permanently. There is no appeal in these cases.
- II. The following actions will be referred to the disciplinary system:
 1. Public use of alcohol and/or drugs, and causing a public disturbance
 2. Urinating and defecating on the property
 3. Tarps covering exterior objects. (Exceptions may be made for roof leak prevention)
 4. Cooking outside the vehicle or in vehicles with unsafe cooking systems
 5. Trash or random property outside the vehicle
 6. Music or other noise which disturbs resident neighbors
 7. Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground.
 8. Disturbances during quiet hours from 10 pm to 8 am.

Disciplinary System

SAVS Safe Parking Village rules are enforced for the safety and benefit of all residents. All problems, except violence, guns and other weapons and drug dealing are dealt with on a three-tier system.

1. The disciplinary system is triggered by a referral or complaint to the Village Council by residents, neighbors, or staff. In a private session with the resident, the complaint will be discussed, and a solution to the problem will be proposed. Solutions will be in writing, signed by the relevant parties and have an action plan and completion date.
2. If this does not resolve the problem, the Village Council will consider the problem again and impose a stronger, structured resolution.
3. If the problem remains, the staff will consult with the Village Project Manager and impose a definitive solution. This solution may include a temporary or permanent suspension from the Village.
4. If the problem involves a grievance, it should be submitted to the SAVS Manager on a SAVS Grievance Form, as explained in Section III.

Section X – Resident Agreements and Liability Waivers

The following language will be part of the resident agreements which will be signed during the intake process:

I / We, accept and agree to respect, acknowledge, and adhere to the rules, policy, and procedure guidelines and regulations that are stated above and will accept full responsibility of the consequences of the outcome if there is a violation to this contract.

SAVS Waiver of Liability

I authorize Sonoma Applied Village Services (SAVS) to refer me to other agencies. Receive, request, disclose, release and exchange useful or personal information from any personal reference, entity, agency, past, present or future employer or organization that she/ he may consider can or may provide assistance to help me obtain my desired goals of becoming self-sufficient. Furthermore, I agree to hold harmless and free of any liability or responsibility, the Job Developer, Case Manager and any of the agencies, entities, individuals, Board of Directors, Organizations, past, present or future employers of the outcome of this release.

City of Santa Rosa Waiver of Liability

This language will be part of any agreement with the City of Santa Rosa:

Safe Parking Village resident hereby agrees to indemnify and save harmless the CITY OF SANTA ROSA, its officers, agents and expenses (including attorney's fees) judgments or liabilities for personal or bodily injury (including death, or other injury resulting from bodily injury) or property damage (including physical injury to property or loss of use thereof) arising out of applicant's negligence or willful misconduct in connection with client's use of the parking facilities.

Section XI –Intervention Plans & Disciplinary Procedures

All intervention actions require the agreement of a majority of Village Council members. In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. Unless a resident is an imminent threat to others, the resident will not be expelled after 8pm.

Suspensions

The SAVS Safe Parking Program is committed to providing timely assistance for gaining and retaining stable, safe housing to eligible clients and/or households. If the program has evidence that a participant is no longer eligible for these services, has not been fully engaged in the program, and/or has not been fully compliant with program requirements, a suspension review will be held as provided in the Disciplinary Procedure outlined in Section VIII.

Examples of noncompliance and lack of engagement include: failure to attend meetings, failure to return phone calls or e-mails, failure to engage in meetings of the IRT. If it is determined that one or more of the above conditions merits a suspension action, the Disciplinary process will be followed with the following documentation:

- An incident report shall be entered into the case file documenting the situation and recommending suspension of services
- The Case Manager will inform the head of household of the situation and schedule a meeting within 3 business days. If the participant cannot be reached within 3 days, a letter of suspension and pending termination shall be sent to the participant.
- At the next Village Council meeting, the head of household will be notified of the issues that triggered the suspension review. In addition, there will be a review of the resident's history at the village, record of successes, areas for improvement, outstanding issues and possible consequences. The resident will be given an opportunity to explain or rebut. The resident will be given a maximum of 5 business days to comply with any conditions (e.g., provide verification of income, attend required meetings, or perform required activities).

Evictions

If a participant household is deemed unfit for the program, the Case Manager shall document the reasons and present the information to the Program Manager. A review will be conducted by the Program Manager, and if the Case Manager and Program Manager are in agreement, then the head of household will be notified in writing of the change of status and will be asked to leave the Village.

Appeals

- a) Villagers may appeal an Incident Report at the weekly Village Meeting. In cases of expulsion, the appeal may include actions for addressing the problematic behavior that caused their expulsion rather than disputing the incident. A majority vote will either uphold or revise the decision.
- b) Appeal Process:
 - a. Council reads the incident report and informs the Village of their decision.

- b. Accused has a chance to respond and state their case.
- c. Village has a chance to ask questions of the accused.
- d. Accused leaves the room.
- e. Village has an opportunity to discuss the details of the incident. In the interest of time, each person may be limited to one chance to speak unless there is a direct response.
- f. A motion is made to move to vote on whether to “uphold” or “revise” the Council decision.
- g. If a majority vote to revise, a new motion should be made stating a desired revision.

The Termination Process

Clients will be asked to leave the program whenever an assessment verifies one of the following conditions:

1. Client has successfully completed program or is no longer homeless
2. Client has failed to engage or comply with program requirements (e.g., following suspension)
3. Client and/or household no longer wish to be enrolled in the program

Clients exiting the program will meet with a Case Manager to complete the exit paperwork and complete an exit survey. At the time of exit, the Case Manager will remove the participant and/or household from active status in HMIS and update service notes with interview outcomes.

The SAVS Staff Manager will contact the client(s) to set up an exit interview, which will include a member of the IRT team and head of household. The exit interview will include a review of the history and record successes, areas for improvement, outstanding issues and suggestions for ongoing services, including referrals or transfers to other programs.

The participant will be given an exit questionnaire and envelope. Following the exit interview, HMIS will be updated by the Case Manager with a note of the interview outcomes, and the participant household will be asked to leave the program.

Section XII – Other Village Policies

Fire & Safety Plan

The following firefighting and fire protection regulations will be strictly enforced.

No fires will be permitted within the safe parking lot

No open flames are permitted within the housing units.

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. Prior to fire seasons, there will be a review of the evacuation plan at a Village Council meeting.

Residents will be notified of a fire or other emergency by word of mouth, and if necessary, will evacuate based on the Emergency Evacuation Plan below. All new residents are to be informed on this during the orientation process.

Emergency Evacuation Plan

Prior to opening a Safe Parking Site, SAVS Program Coordinator will become familiar with all relevant County Emergency Operations Center (EOC) protocols. To ensure evacuation preparedness, SAVS will submit to County staff and the EOC a report on the site that includes: its opening date, site map, estimated number of residents, and a copy of this Evacuation Plan. Additional evacuation plans will be prepared for sites with particular vulnerabilities.

1. The most vulnerable residents will be identified when they are assigned a space in the Safe Parking Lot. After confirmation of a necessary Evacuation from Senior Staff and/or First Responders, our first priority will be to locate and help load residents who are the most elderly, have mobility issues, and/or serious health conditions.
2. Assist Vulnerable residents into Vehicles: SAVS staff and Security will confirm locations of SAVS Vans AND personal vehicles. And load the most vulnerable residents FIRST, then additional residents until vehicles are full. Residents are allowed to Bring ESSENTIAL belongings/medication ONLY! (one small backpack/bag per person, with a bottle of drinking water if accessible). Be mindful of dogs/pets that should NOT be in the same vehicle together.
3. Evacuate site: remaining residents and staff will exit in carpools in personal vehicles and proceed to an area designated by County Emergency Operations Center.
4. Clear the Site, Final Evacuation Check: One staff member is to remain on-site with the Site Coordinator, (unless there is an immediate threat to the life safety of staff) to ensure that each vehicle is checked (Break down doors if necessary), and bathrooms and common areas for persons and animals. First Responders will likely be on-site to assist with the final check.

Pet Policy

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored.

Consequently, the following Pet Policies have been adopted:

- a) Service Animals are welcome at SAVS. A doctor's prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from SAVS in locating a doctor to assess the need and prescribe a service animal.
- b) There will be a maximum number of dogs at any lot at any one time, including therapy dogs but not service dogs. Space for dogs is on a first come, first served basis.
- c) All pets must be tagged with ID as required by local regulations.
- d) Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground will trigger the disciplinary process.

Abandonment Policy

Village residents who have been continuously absent from the Village and have made no effort to remain in contact for a period of 7 days have abandoned their dwelling. Said persons will no longer be a Villager and their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. They will then have a period of 30 days to retrieve their possessions after which time those items will be disposed of at Village discretion.

A car/vehicle will also be considered abandoned if a resident is spending less than 8 out of 14 nights at the lot without staff approval, or if the resident is continuously absent for a period of 7 days without communication with the appropriate staff member. SAVS will attempt to secure the vehicle but, due to space limitations, it may have to be towed and destroyed.

Village Volunteer Responsibility Policy

All villagers are required to sign up to share in the duty of cleaning the village bathrooms, shower and laundry area. Garbage clean-up is required also.

Section XIII –Evaluation and Assessment

Program Assessment and Key Performance Indicators

- Number and percent of residents who report that their immediate shelter needs were met
- Number and percent of residents who remain in the village for more than a year
- Number and percent of residents who develop and begin executing their service/treatment plan by the end of their 60th day in the village.
- Number and percent of residents who report an improvement in life skills, self-sufficiency, education/training, substance abuse problems, mental health status, housing needs, and physical health
- Number and percent of residents who move to conventional permanent housing, or home with a family or friend because it is their choice and who maintain safe and stable housing for 6 months after leaving the village
- Number and percent of residents who either gain employment or increase their income

Tracking Program Long Term Goals

SAVS will track each onsite client with the long-term goal of helping clients achieve permanent housing. SAVS will report on these metrics:

- Number of clients in RVs, cars and using overnight parking.
- Number of clients connected to new employment.
- Number of clients connected to public benefits.
- Number of clients that had an increase in income.
- Number of total clients served.
- Number of clients provided with outreach.
- Number of clients on the coordinated entry wait list
- Number of client referrals to crisis services, indoor shelters, and counseling
- Number and type of client exits

Modification of SAVS Operations Manual

Modifications to this manual may be made upon a majority vote by the SAVS Board of Directors. All content changes will be supplied to any contractors of SAVS services.

Acknowledgement

Deep gratitude for the Safe Parking Program Manual from New Beginnings of Santa Barbara.

New Beginnings Counseling Center
324 E. Carrillo Street, Suite C
Santa Barbara, CA 93101
Office: (805) 845-8492 ext. 108
Fax: (805) 845-8493

SITE SPECIFIC TERMS – 845 GRAVENSTEIN HIGHWAY NORTH, SEBASTOPOL

Amendments and Additions Specific to this Site.

These provisions supersede any conflicting provisions in the SAVS Operations Manual.

Preliminary Provisions

This section is new. There are no related Operations Manual provisions.

1. SAVS Role: SAVS will provide, open, and operate an RV Village with wrap around services within Sebastopol City limits, to serve Sebastopol's unhoused, for the term 1/01/2022 to 12/31/2022. SAVS will act as the operator of the RV Village. SAVS will submit reports, participate in status update meetings, and identify needs and challenges for the RV Village. SAVS will provide basic sanitary and water facilities, a waste management system, security and whole-person-care support for the residents.
2. Community Served: This site will serve the Sebastopol vehicular unhoused only. Selection for the site will be based on seniority, meaning the amount of time living (in a vehicle or otherwise) continuously in Sebastopol.
3. Supplemental Documents: SAVS will provide CITY with the following documents by no later than the date when the Village is open to RVs, and will resubmit these when there is any significant revision: SAVS Operations Manual, Intake Packet, SAVS Grievance Form, SAVS Policies and Procedures, Disciplinary & Grievance Process, Resident Agreement, Consent to Exchange/Release of Information, Fire and Safety Plan, Emergency Evacuation Plan, Incident Report, and any other documents relevant to the operations of the Village.
4. Quarterly Reports: SAVS will report quarterly to CITY's City Council. The report will include a written summary provided in advance of the meeting, with a verbal presentation provided at a regularly scheduled City Council meeting. The report will contain the following:
 - a. Data on enrolled individuals at the RV Village based on HMIS data.
 - b. A narrative statement containing descriptions of security incidents or those requiring Police Department involvement at the RV Village including interventions used to address issues.
 - c. Reports of conflicts or complaints from neighbors in the surrounding area, including a description of the resolution.
 - d. Challenges related to the physical shelter environment to be addressed by SAVS, the property owner, or other involved agencies or individuals.
 - e. A narrative description of the ongoing development of programmatic offerings at the RV Village.
 - f. A report on the status of any issues reported in the previous Quarterly Report that were not resolved at the time of that previous Quarterly Report, including updates on any resolution.
 - g. A description of significant safety or rule violations and all instances of physical violence.

- h. A report on neighbor and community outreach engaged in by SAVS during the Quarter, including any specific important outstanding issues.
5. Incident Reports: SAVS will submit incident reports to CITY for significant rule violations (those that could lead to temporary or permanent suspension from the Village) by residents within five (5) calendar days, clearly stating; the date of the incident, the individual(s) involved, the nature of the incident, a description of staff intervention, client response, and a plan for follow-up or resolution.
6. RV Village Resident List: SAVS will provide to CITY as soon as possible, but in no event later than January 3, 2022, a full list of the proposed RV Villagers who will be moving into the RV Village. The list will include license plate numbers for the lived-in vehicles as well as any transport vehicles. The City will retain that list as a confidential document protected by the right to privacy, not to be disclosed except for confirmation of resident authority to reside at the Village. SAVS will promptly inform CITY of any change in the resident list.
7. Registered Sex Offenders: SAVS will determine through an independent reliable process approved by CITY that no residents of the Village are registered sex offenders. SAVS agrees to provide CITY with information needed to confirm that no residents or regular visitors to the Village are registered sex offenders. It will be SAVS responsibility to obtain any releases required to allow this information to be provided. The City will retain the confidentiality of the information, and will use it only for the purposes of confirming that no registered sex offenders are on site in the Village.
8. Qualified Personnel (Info to City): Sonoma Applied Village Services (SAVS) will provide all necessary qualified personnel needed for the RV Village. There will be an on-site resident manager who lives in the village. Additionally, SAVS will establish a 3-person resident management team that will interface with residents to ensure that health and safety protocols are followed and that interpersonal issues are resolved. They will be assisted by the SAVS full time program manager. SAVS will provide SEBASTOPOL with names and brief biographical summaries for all those in key leadership positions at the RV Village, including at minimum the Village project manager, the on-site manager, and the employees providing client services and operations oversight.
9. Site Set-up, Improvement, Maintenance: The City of Sebastopol will have no responsibility for site set up, improvements, or maintenance of the Village. This work will be the responsibility of SAVS. The City recognizes that the property owner has made a commitment to take responsibility for these tasks but making and enforcing those obligations will be the responsibility of SAVS.
10. City Agencies: Opening of the Village will be subject to the approval of the Sebastopol Fire Department, Planning Department, Public Works, Police Department and/or any other relevant City departments.

11. Transportation of RVs: SAVS will have responsibility for transporting RVs or other lived-in vehicles in or out of the Village, including any associated cost. SAVS's responsibility will specifically extend to removal of any RVs abandoned at the site and will include the obligation to tow them to an appropriate location and/or to destroy them as needed.
12. West County Community Services (WCCS): SAVS will continue to coordinate with WCCS as it does currently, so that the residents of the Village can get the benefit of the outreach services WCCS is obligated to provide all unhoused in Sebastopol, as provided in the contract between CITY and WCCS.
13. Obligations to Property Owner: SAVS will comply with all agreements it enters into with the property owner.
14. Neighbor Relations: SAVS recognizes as a specific goal for this site the following: the development and maintenance of a continuing productive and engaged relationship with immediate neighbors and with the greater Sebastopol community, with the intention of meeting and responding to the needs and concerns of the immediate neighbors and greater Sebastopol community.
15. Community Advisory Committee: SAVS recognizes that success of the Village will require supportive and engaged community involvement. SAVS will organize and meet regularly with a Community Advisory Committee that will assist in monitoring activities at the Village and reporting to the larger neighborhood of interest. This Community Advisory Council will meet as frequently as the Community Advisory Committee feels is needed, but at minimum once each month. SAVS will have a representative present for all meetings. The City Council will make available a representative to attend the meetings.
16. Sebastopol Charter School: SAVS recognizes the particular sensitivity of the school community less than a half mile from the site. SAVS will meet specifically with school representatives and will follow up and address their concerns and needs throughout the existence of the RV Village.
17. Support Local: SAVS will "shop local," in purchasing supplies and equipment for the Village, supporting local businesses as much as possible and economical.

Introduction

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Number of Vehicles: This lot is just under a full acre. SAVS will accommodate 20-22 lived-in vehicles on the site, with up to 35 residents, plus ~~the~~ transportation and trailer-towing vehicles owned by the residents, as well as any vehicles for guests, employees, or others visiting the site. If, at some time, SAVS feels the Village has built the capacity to accommodate more residents this number may be expanded after discussion with the Community Advisory Committee and City Staff. The number of vehicles and residents will not be greater than provided here without written advance approval from CITY.

SAVS Foundational Statements

Operations Manual provisions apply; there are no Site-Specific provisions.

Overview of Safe Parking Village Operations

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Overnight Parking: This site will not offer overnight parking. This will be an exclusively 24/7 site.
2. Security: This site will offer an initial 30 day period of 24/7 paid professional security. After the expiration of this initial period, SAVS will provide night-time security to coincide with curfew hours (10pm to 6am) Additional security needs will be jointly determined by SAVS and CITY, based on a review of the incident reports to date, and on input from the Community Advisory Committee and the Village Resident Council. SAVS goal will be to provide ongoing security as necessary for the safety of the Village residents and those in the neighborhood. In the event of any disagreement regarding security, SAVS will accept the decision of CITY. CITY accepts and understands that SAVS has allocated \$75,000 to security, and that if security expenses exceed this amount, SAVS may need to close the RV Village earlier than originally planned. SAVS will give CITY advance notice (at least 60 days) before making a final decision. The intent of this notice is to give CITY and SAVS the opportunity to discuss possible options for preventing the early closure of the RV Village, if costs for security are exceeding budgetary resources to the degree that the RV Village may need to close earlier than December 31, 2022.
3. Curfew: The gates will be locked from 10 pm to 6 am. Residents will be expected to remain in the Village during these hours. Residents who are outside the Village during these hours will be allowed re-entry, but this will be considered a violation of the rules of the Village. Residents who exhibit a pattern of violating curfew will be referred to the disciplinary system. Generally, 3 instances will be considered a pattern requiring referral. An exception will be made for Village residents who have job obligations or other commitments that require their absence during these hours. These night-time departures and returns must be pre-approved by the Village management. An accurate written record will be maintained by security of any departures and returns during curfew time.
4. Health and Social Services: SAVS will provide access to basic healthcare, including COVID testing and vaccinations, through the Sonoma County Health Clinics.
5. Emotional, Physical and Life Support : SAVS will coordinate with other outreach and support workers to bring needed services to the site. SAVS will invite and include local and County support groups to assist residents in accessing services.
6. Covid Safety Protocols: SAVS will establish and enforce protocols as necessary in compliance with applicable rules and regulations regarding Covid 19 and variants.

1. Fence: SAVS will be responsible for installation of a fence that encloses the entire perimeter of the property, 6 feet high with a 2-foot lattice at the top. The fence must be a visual and physical barrier, to provide security and privacy for the residents of the Village as well as neighboring properties. The City recognizes that the property owner has made a commitment to take responsibility for fencing, but making and enforcing those obligations will be the responsibility of SAVS.
2. Gate: SAVS will limit regular entrance and exit to one gate that will be monitored by SAVS. A second gate is allowed under this Agreement and will be set up in consultation with the Sebastopol fire department. With their permission, the second gate will be used for entry or exit of RVs, emergencies, and as needed for delivery of supplies (when the main gate is unavailable). It will otherwise remain locked. (Please see curfew rules above.)
3. Neighborhood Relations: For this site, excellent relationships with the neighbors and the community at large are essential. Please see discussion of the Community Advisory Committee above.
4. Charter School: SAVS will take particular care regarding safety and security of the children attending Sebastopol Charter School, which is less than a half mile from the Site. Residents will be required to remain off the school property at all times (the school grounds are private property subject to no trespassing rules) and will be reminded specifically of the concerns all children and parents have about their children interacting with strangers. As strangers to these children, residents will be reminded to not linger near the school, and will be encouraged to give the children and their families space whenever possible on sidewalks, the Joe Rodota trail, and elsewhere in town. Trespassing on the school property will be a violation of Village rules and will be referred to the disciplinary system. Depending on the severity of the violation, it could result in temporary or permanent suspension from the Village. This is a particularly serious concern for the success of Village.

Resident Self-Governance

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Offenses that Require Immediate Expulsion: Possession of guns, firearms, and weapons of any kind; violence; drug dealing; and open fires are not permitted. Registered sex offenders are not allowed to reside in the Village. These offences result in immediate expulsion. There will be no access to the disciplinary system, grievance process, or appeal in these cases.

Resident Selection

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Lived-In Vehicles: Lived-in vehicles must be in operating order or be registered as “not operational” with the California Department of Motor Vehicles. (DMV).

2. Transportation Vehicles: Vehicles used for transportation must be operational, registered with the DMV, and have automobile insurance. The resident drivers must have a current driver's license.

Case Management to Permanent Housing

Operations Manual provisions apply; there are no Site-Specific provisions.

Connecting Residents to Assistance

Operations Manual provisions apply, there are no Site-Specific provisions.

Resident Rights and Responsibilities

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Good Neighbor Policy: SAVS will develop a good neighbor policy in conjunction with the Community Advisory Committee and the Village Council. Littering outside the camp, hanging out in front of nearby shops and/or unwanted behavior toward individual neighbors are among the actions that may be prohibited.
2. Criminal conduct: Criminal conduct of any kind on or outside the boundaries of the site will be referred to the grievance system and/or the Sebastopol Police Department.
3. Neighbor Concerns: Complaints or concerns of neighbors or the greater Sebastopol community will be referred to the disciplinary or grievance system, as appropriate, with resulting consequences, including possible expulsion.

Resident Agreements and Liability Waivers

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Indemnification: SAVS shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of SAVS, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and SAVS agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

Intervention Plans and Disciplinary Procedures

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. West County Community Services (WCCS): SAVS will coordinate with WCCS, if possible, when suspension or eviction is being considered for a resident. The intent of this is that WCCS can collaborate with the resident and SAVS to arrange alternate shelter options.

2. Police: SAVS will coordinate with the Sebastopol Police Department if a resident refuses to leave after they are required to leave, temporarily or permanently. SAVS will be prepared to treat any refusal to leave as a criminal trespass.
3. Imminent Threat to Others: SAVS will notify the Police Department of any resident who is an imminent threat to others.

Other Village Policies

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Safety and Evacuation Plans: These will be submitted to CITY for review and approval prior to the Village being occupied by residents. SAVS will detail in the evacuation plans how the trailers that need towing will be removed expeditiously from the site, and the exact location to which they'll be removed.
2. Pets: SAVS will conduct ongoing observations and assessments of animals residing with residents at the RV Village. SAVS will coordinate with Sonoma County Animal Services or other similar programs for supplies for animals such as food, medicine, waste bags, leashes, and in some cases, muzzles.

Site Location – 845 Gravenstein Highway North, Sebastopol

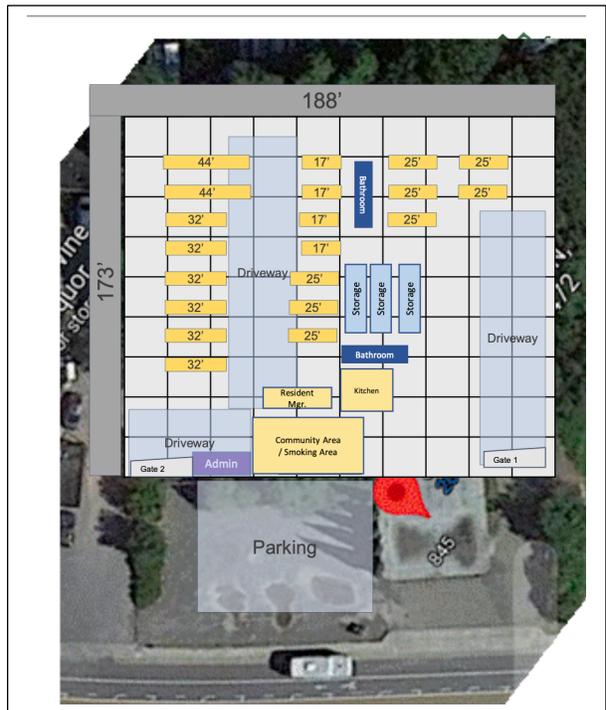


EXHIBIT C: INSURANCE REQUIREMENTS

SAVS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SAVS, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SAVS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if SAVS provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to SAVS profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SAVS must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If SAVS maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by SAVS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SAVS including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to SAVS's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, SAVS insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of SAVS insurance and shall not contribute with it.

Notice of Cancellation

SAVS shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SAVS shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

SAVS hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said SAVS may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. SAVS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the SAVS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

SAVS shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive SAVS obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

SAVS shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

7. Food: The Village will offer at least one meal per day to residents. The meal will be a cold meal or a meal prepared off site and brought to the Village. No cooking, beyond the occasional SAVS supervised community barbeque (which will be a specific SAVS approved exception to the no-fires rule), will be allowed in shared spaces in the Village.
8. Storage of Resident Belongings: SAVS will provide residents with secure storage space for personal belongings and will oversee the storage space to provide security for personal belongings as well as convenient access.
9. Trash and Waste: SAVS will provide and maintain trash receptacles at multiple locations on site. All compost, recycling, and trash will be kept within the SITE boundary.
10. Structures: SAVS will provide all necessary portable toilets, an office structure, storage trailers, and any other structures needed to adequately serve the residents of the RV Village. SAVS will provide any legally required ADA facilities or support.
11. Vehicles: This is a large site, almost an acre, that accommodates all vehicles associated with the site. Vehicles will at all times be parked within the property boundary. That includes lived-in vehicles on the site, the residents' transportation vehicles, and any vehicles for guests, employees, or others visiting the site. Public street parking spaces will be left open for use by others in the community.
12. Generators: It is recognized that generators produce substantial noise that will impact the quality of life for Village residents and neighbors. Generators will be prohibited. To the extent there are any limitations regarding access to electricity, and generators are needed, that use will be temporary, with SAVS demonstrating good faith efforts to access electricity and discontinue use of generators as soon as possible. Additionally, SAVS will provide noise reduction casing or enclosure structures to reduce noise created by use of generators.

SAVS Operational Responsibilities

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Manager on Site: There will at all times be a paid manager present on the site. This manager will carry the 24/7 phone and will answer and respond as promptly as possible to all calls.
2. SAVS as Resource to Neighbors: SAVS will endeavor to act as a resource for issues involving the unhoused in the immediate neighborhood. The primary duty of managers will be the Village and its residents, but to the extent they are able, Village managers will do their best to provide information and support regarding options to neighbors, even regarding issues that don't directly involve the Village residents.

Security

Operations Manual provisions apply, plus the following Site-Specific provisions.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

A. SAVS shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of SAVS, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and SAVS agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When SAVS under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding SAVS’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which SAVS has agreed to indemnify Indemnitees as provided above, SAVS, upon notice from City, shall defend Indemnitees at SAVS’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by SAVS shall ensure SAVS’s obligations under this section, but the limits of such insurance shall not limit the liability of SAVS hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>The City of Sebastopol, its agent, officers, officials, employees, and volunteers</p>
<p>This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the schedule of this endorsement, except for the gross negligence and/or willful or wanton misconduct of the person or organization shown in the schedule of this endorsement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

PROGRESSIVE

Policy number: 01782369-3

Underwritten by:
United Financial Casualty Company
Insured:

Sonoma Applied Village Services

Mailing Address:

United Financial Casualty Company
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

City of Sebastopol, its officers,
officials, employees, and
volunteers.
7120 Bodega Avenue
Sebastopol, CA 95472

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number:

Issued to (Name of Insured):

Effective date of endorsement: 11/15/2021 Policy expiration date: 02/07/2022

Form 1198 (01/04)



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

9272476-2021
RENEWAL
NA

PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MARCH 10, 2021 AT 12.01 A.M.
AND EXPIRING MARCH 10, 2022 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SONOMA APPLIED VILLAGE SERVICES
2040 ELIZABETH WAY
SONOMA, CA 95404

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SEBASTOPOL
7120 BODEGA AVE
SEBASTOPOL, CA 95472

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

Sonoma Applied Village Services

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

12/16/2021

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

POLICY NUMBER: PHUB796303



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	104072 Riskguard Insurance Solutions, Inc. 422 Presidio Ave. San Francisco, CA 94115 (415) 447-4212
NAMED INSURED: Sonoma Applied Village Services	
MAILING ADDRESS: 2040 Elizabeth Way Santa Rosa, CA 95404-3045	
POLICY PERIOD: FROM <u>12/16/2021</u> TO <u>10/01/2022</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>1,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>1,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>1,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB796303

SCHEDULE OF UNDERLYING INSURANCE	
Employers' Liability	
Company:	<u>State Fund</u>
Policy Number:	<u>92724762021</u>
Policy Period:	<u>03/10/2021</u> <u>03/10/2022</u>
Minimum Applicable Limits	
Bodily injury by accident	\$ <u>1,000,000</u> Each Accident
Bodily injury by disease	\$ <u>1,000,000</u> Each Employee
Bodily injury by disease	\$ <u>1,000,000</u> Policy Limit
Commercial General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	<u>Philadelphia Indemnity Insurance Company</u>
Policy Number:	<u>PHPK2309611</u>
Policy Period:	<u>10/01/2021</u> <u>10/01/2022</u>
Retroactive Date:	<u>Not Applicable</u>
Minimum Applicable Limits:	
General Aggregate	\$ <u>2,000,000</u>
Products-Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal And Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence	\$ <u>1,000,000</u>
Commercial Auto Liability	
Company:	_____
Policy Number:	_____
Policy Period:	_____
Minimum Applicable Limits	
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____
Each Accident	\$ _____
Professional Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	_____
Policy Number:	_____
Policy Period:	_____
Retroactive Date:	_____
Minimum Applicable Limits	
_____	\$ _____
_____	\$ _____

POLICY NUMBER: PHUB796303

Employee Benefits Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Abusive Conduct Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Directors & Officers Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Liquor Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

POLICY NUMBER: PHUB796303

Watercraft Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Other Coverages Not Included in Above	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made

Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

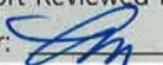
IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



John W. Glomb, Jr.
President & CEO



Secretary

Agenda Report Reviewed by:
City Manager: 

**CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM**

Meeting Date: January 18, 2022
To: Honorable Mayor and City Councilmembers
From: Committee for the Unhoused/City Administration
Subject: Extension of Proclamation Proclaiming the Existence of a Local Homeless Emergency
Recommendation: That the City Council Approve the Resolution
Funding: Currently Budgeted: _____ Yes _____ No XX N/A
Net General Fund Cost:
Amount: \$

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION/PURPOSE: This item is to submit to the City Council a Resolution Extending Proclamation Proclaiming the Existence of a Local Homeless Emergency.

BACKGROUND:

On November 30, 2021 pursuant to the authority set forth in California Government Code Sections 8630 thru 8634, Council, by Resolution No. 6386-2021, formally proclaimed a local homeless emergency within Sebastopol. Section 8630, requires that the Council review the need for continuing the local emergency at least every 60 days until such local emergency is terminated. In light of the continuing conditions of homelessness within the city, staff is recommending that the Council maintain the proclamation in full force and effect at this time.

DISCUSSION:

The City Council Committee for the Unhoused has been actively engaged in a range of efforts to address homelessness. The Committee brought forward the Contract with SAVS for the RV Pilot Program as well as working with WCCS for Outreach to the Homeless and collaboration with the Housing Advocates. The City has also been working with the Housing Advocates to work with the unhoused on Morris Street, has collaborated with Sonoma County IDMT on encampments in the Laguna with a focus on a compassionate approach to addressing the health, safety and shelter needs of persons living in the encampments, as well as to mitigate the impacts to surrounding business and residential communities.

The declarations provide the City with greater flexibility to address the homeless crisis by waiving certain health, safety, and zoning restrictions for the use of public property (declaration of shelter crisis). The flexibility provided by the declaration continues to be particularly critical as we seek to address the needs of persons experiencing homelessness during the current public health emergency.

Conditions continue to pose extreme peril to the safety of persons and property within the City of Sebastopol City Limits, necessitating the continuation of the proclamation of local homeless emergency at this time. In light of the continuing conditions of homelessness within the City, exacerbated by the continued COVID-19 public health emergency and lack of affordable housing, staff is recommending that the Council maintain the proclamation in full force and effect at this time.

CITY COUNCIL AND/OR GENERAL PLAN GOALS:

Goal 5 - Provide Open and Responsive Municipal Government Leadership

5.3.3 - Encourage and increase public awareness of City Policies, decisions, programs and all public processes and meetings, by investigating effective methods of communication and obtaining feedback from the community.

Policy D-6: Sebastopol will work to prevent homelessness and support housing services for the homeless.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if public comment is received from interested parties following the publication and distribution of this staff report, it will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

FISCAL IMPACT:

There is no fiscal impact to approval of this item tonight.

RECOMMENDATION:

That the City Council approve the Resolution Extending Proclamation Proclaiming the Existence of a Local Homeless Emergency which formally proclaimed a local homeless emergency within Sebastopol.

Attachment:

Proposed Resolution
Resolution 6386-2021

RESOLUTION NUMBER: XXXX-2022

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL EXTENDING THE PROCLAMATION OF THE EXISTENCE OF A LOCAL HOMELESS EMERGENCY

WHEREAS, California Government Code sections 8558 and 8630 empower the City of Sebastopol to proclaim the existence of a local emergency when the City is affected or likely to be affected by conditions of disaster or of extreme peril to the safety of persons and property within the City's territorial limits; and

WHEREAS, Section 8630, as amended, requires that the Council review, at least every 60 days until such local emergency is terminated, the need for continuing the local emergency; and

WHEREAS, on November 30, 2021, the City of Sebastopol City Council approved Resolution 6386-2021, Proclaiming the Existence of a Local Homeless Emergency; and

Whereas, conditions of extreme peril to the safety of persons and property continues within the City as to homeless in general and particularly as to those who are living in RVs or cars on Morris Street and Laguna Park Way, and that action is needed, especially in light of COVID -19 resurgence and upcoming winter weather conditions; and

WHEREAS, the City Council has determined that conditions on Morris Street and Laguna Park Way continue to worsen; and

WHEREAS, In addition to the individuals living and being exposed to such conditions, these conditions threaten and are impacting adjacent property owners, neighborhood, businesses, City Buildings, the Laguna de Santa Rosa Preserve, and the general public, including users of public properties such as the Community Center and Youth Annex; and

WHEREAS, although current programs offered by the City and local non-profit service providers are providing assistance to many persons living without permanent housing, a significant number of persons within the city still remain without the ability to obtain shelter; and

WHEREAS, many of those unable to obtain shelter continue to reside on the streets, along creeks and pathways, in alleys and doorways, and in unauthorized encampments throughout the City; and

WHEREAS, persons without shelter are also often without adequate cooking or sanitary facilities, are at risk from theft, crime and extreme weather conditions, and are without security; and

WHEREAS, these conditions are clear and imminent dangers that require action to prevent and mitigate the loss or impairment of life, health, and property; and

WHEREAS, to address homelessness, significant additional public and private resources must be brought to bear, with efforts focused on both short- term immediate health and safety measures and long-term solutions; and

WHEREAS, scope of the local homeless crisis is beyond the resources of the City standing alone and will require the combined forces of adjacent jurisdictions and state agencies; and

WHEREAS, the causes and effects of homelessness are complex and can be addressed only with dedication, coordination and flexibility; and

WHEREAS, such conditions continue to result in a critical threat to the physical and mental health and safety of those experiencing homelessness, as well as to the natural environment and the public health and well-being of the surrounding community, and thereby continue to place the safety of persons and property at extreme peril within the territorial limits of the city; and

WHEREAS, California Government Code sections 8630 thru 8634 authorize the governing body of a city to declare a local emergency when there exist conditions of extreme peril to the safety of persons and property within the territorial limits of the city due to certain natural or man-made causes which are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city and that require the combined forces of other political subdivisions to combat; and

WHEREAS, California Government Code section 8634 provides that, upon a declaration of a local emergency, the governing body of a city, or an official designated thereby, may promulgate orders or regulations necessary to provide for the protection of life and property during the duration of the emergency; and

WHEREAS, the impacts of these events are still currently being evaluated and can result in an unknown and significant amount of City expenses to cover the supplies, equipment, staff hours, and potential overtime of all City Departments; and

WHEREAS, City Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, the Council has reviewed the need to continue the proclamation of local homeless emergency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol finds, determines and declares that there exists within the territorial limits of the City of Sebastopol conditions of extreme peril to the safety of persons and property caused by homelessness and the lack of available and affordable housing, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City and require the combined forces of other political subdivisions to combat; and

BE IT FURTHER RESOLVED, pursuant to the authority set forth in California Government Code Sections 8630 thru 8634, the City of Sebastopol City Council hereby declares that the proclamation of a state of local homeless emergency within the City of Sebastopol exists and proclaims the Continued Existence of a Local Homeless Emergency in the City of Sebastopol; and

BE IT FURTHER RESOLVED, that pursuant to California Government Code Section 8630, as amended, the City Council shall review the need for continuing this local homeless emergency at least once every 60 days until the Council terminates the local emergency; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to take whatever other action is authorized under the Sebastopol Municipal Code and state and federal law, subject to authorization required from the City Council, consistent with this Resolution and its basic purposes; and

BE IT FURTHER RESOLVED, that pursuant to the authority set forth in California Government Code Sections 8630 thru 8634, the Council hereby declares that the proclamation of a state of local homeless emergency within the City of Sebastopol remains in full force and effect in accordance with Resolution No. 6386-2021.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 18th day of January 2022.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED:

Mayor Patrick Slayter

ATTEST:

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Larry McLaughlin, City Attorney

RESOLUTION NUMBER: 6386-2021

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL PROCLAIMING THE EXISTENCE OF A LOCAL HOMELESS EMEERGENCY

WHEREAS, California Government Code sections 8558 and 8630 empower the City of Sebastopol to proclaim the existence of a local emergency when the City is affected or likely to be affected by conditions of disaster or of extreme peril to the safety of persons and property within the City's territorial limits; and

WHEREAS, Section 8630, as amended, requires that the Council review, at least every 60 days until such local emergency is terminated, the need for continuing the local emergency; and

Whereas, conditions of extreme peril to the safety of persons and property has arisen within the City as to homeless in general and particularly as to those who are living in RVs or cars on Morris Street and Laguna Park Way, and that action is needed, especially in light of COVID -19 resurgence and upcoming winter weather conditions; and

WHEREAS, the City Council has determined that conditions on Morris Street and Laguna Park Way continue to worsen; and

WHEREAS, In addition to the individuals living and being exposed to such conditions, these conditions threaten and are impacting adjacent property owners, neighborhood, businesses, City Buildings, the Laguna de Santa Rosa Preserve, and the general public, including users of public properties such as the Community Center and Youth Annex; and

WHEREAS, although current programs offered by the City and local non-profit service providers are providing assistance to many persons living without permanent housing, a significant number of persons within the city still remain without the ability to obtain shelter; and

WHEREAS, many of those unable to obtain shelter continue to reside on the streets, along creeks and pathways, in alleys and doorways, and in unauthorized encampments throughout the city; and

WHEREAS, persons without shelter are also often without adequate cooking or sanitary facilities, are at risk from theft, crime and extreme weather conditions, and are without security; and

WHEREAS, These conditions are clear and imminent dangers that require action to prevent and mitigate the loss or impairment of life, health, and property; and

WHEREAS, to address homelessness, significant additional public and private resources must be brought to bear, with efforts focused on both short- term immediate health and safety measures and long-term solutions; and

WHEREAS, scope of the local homeless crisis is beyond the resources of the City standing alone and will require the combined forces of adjacent jurisdictions and state agencies; and

WHEREAS, the causes and effects of homelessness are complex and can be addressed only with dedication, coordination and flexibility; and

WHEREAS, such conditions continue to result in a critical threat to the physical and mental health and safety of those experiencing homelessness, as well as to the natural environment and the public health and well-being of the surrounding community, and thereby continue to place the safety of persons and property at extreme peril within the territorial limits of the city; and

WHEREAS, California Government Code sections 8630 thru 8634 authorize the governing body of a city to declare a local emergency when there exist conditions of extreme peril to the safety of persons and property within the territorial limits of the city due to certain natural or man-made causes which are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city and that require the combined forces of other political subdivisions to combat; and

WHEREAS, California Government Code section 8634 provides that, upon a declaration of a local emergency, the governing body of a city, or an official designated thereby, may promulgate orders or regulations necessary to provide for the protection of life and property during the duration of the emergency; and

WHEREAS, the impacts of these events are still currently being evaluated and can result in an unknown and significant amount of City expenses to cover the supplies, equipment, staff hours, and potential overtime of all City Departments; and

WHEREAS, City Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol finds, determines and declares that there exists within the territorial limits of the City of Sebastopol conditions of extreme peril to the safety of persons and property caused by homelessness and the lack of available and affordable housing, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City and require the combined forces of other political subdivisions to combat; and

BE IT FURTHER RESOLVED, pursuant to the authority set forth in California Government Code Sections 8630 thru 8634, the City of Sebastopol City Council hereby declares that the proclamation of a state of local homeless emergency within the City of Sebastopol exists and proclaims the Existence of a Local Homeless Emergency in the City of Sebastopol; and

BE IT FURTHER RESOLVED, that pursuant to California Government Code Section 8630, as amended, the City Council shall review the need for continuing this local homeless emergency at least once every 60 days until the Council terminates the local emergency; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to take whatever other action is authorized under the Sebastopol Municipal Code and state and federal law, subject to authorization required from the City Council, consistent with this Resolution and its basic purposes; and

BE IT FURTHER RESOLVED that the City Council directs the City Council's Ad Hoc Committee for the Unhoused to explore, and as appropriate, bring to the full Council for its consideration, options for short-

term measures to address immediate health and safety concerns as well as more comprehensive long-term solutions to homelessness; and

BE IT FURTHER RESOLVED, that the City Council directs staff to Provide Recommendations for Parking Changes on Morris Street, Laguna Park Way, as well as City-Wide parking changes recommendations.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 30TH day of November, 2021, following a roll call vote:

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

VOTE:

Ayes: Councilmembers Hinton, Rich, Slayter, Vice Mayor Gurney and Mayor Glass
Noes: None
Absent: None
Abstain: None

APPROVED: _____

Mayor Una Glass

ATTEST: _____

Mary Gounley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____

Larry McLaughlin, City Attorney

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PROOF OF SERVICE

Friends of Northwest Sebastopol v. City of Sebastopol, Sonoma Superior Court Case No. SCV270053

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Alameda, State of California. My business address is 1999 Harrison Street, 9th Floor, Oakland, CA 94612.

On February 1_, 2022, I served true copies of the following document(s) described as **DECLARATION OF MARY GOURLEY IN SUPPORT OF OPPOSITION TO EX PARTE APPLICATION FOR AN ALTERNATIVE WRIT** on the interested parties in this action as follows:

Tony Francois, Esq.
Peter Prows Esq.
Briscoe Ivester & Bazel LLP
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San Francisco, CA 94104

Attorneys for Petitioner FRIENDS OF
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BY ELECTRONIC SERVICE: I served the document(s) on the person listed in the Service List by submitting an electronic version of the document(s) to Odyssey eFileCA through the user interface at www.odysseyfileca.com.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 1_, 2022, at Oakland, California.



Melissa Bender