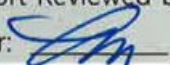


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: March 15, 2022
To: Honorable Mayor and City Councilmembers
From: Committee for the Unhoused
(Councilmember Glass/Councilmember Rich)
Subject: Ad Hoc Committee for the Unhoused Monthly Report Out
Recommendation: That the City Council Discuss the Information Provided and Take Action as Requested
Funding: Currently Budgeted: X* Yes _____ No _____ N/A
Net General Fund: N/A
Amount: N/A
Net General Fund Cost: N/A

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

*See fiscal impact section for further explanation regarding budget adjustment request

INTRODUCTION: The Ad Hoc Committee for the Unhoused, created on October 5, 2021 by the City Council, was requested to provide the Council with monthly reports out. This item is to present the monthly report out for discussion by the City Council, and to request direction regarding next steps for the Ad Hoc Committee.

Key Questions for the City Council to Discuss:

1. Continuing support as needed for the RV Village.
 - a. Reallocate funds as requested by SAVS, to bridge a short-term reimbursement challenge.
 - b. Direct Staff to provide the City Council with needed contract modification language.
2. Identification of grant writing providers to maximize government and private funding opportunities for City projects related to the unhoused.
 - a. Direct the Budget Committee to consider allocation of funding.
3. Extension of the Ad Hoc Committee for the Unhoused to April 19, 2022.
4. Support for a warming/cooling center, including possible funding as needed.
5. Renewal of the WCCS Contract for services to the unhoused, including funding for current services and possible expansion of services as needed.
 - a. Support oversight of safe overnight parking volunteer coordination as a current WCCS service to continue in a contract renewal. Include possible reimbursement to hosts of safe parking locations for confirmed out-of-pocket costs.
 - b. Support the possible addition of oversight of a warming/cooling center oversight as a WCCS service to be added in the contract renewal, subject to staff input and suggestions.
6. Renewal of the WCCS Contract to manage Park Village, including funding as needed.
7. Continued exploration of mental health resources to meet City needs. This includes but is not limited to County MST and IMDT services, as well as a possible partnership with another Sonoma County jurisdiction. Request an informational report be submitted to the City Council by staff for discussion and direction from the Council; provide funding as needed.
8. Continuation of sanitation efforts (porta-potties etc) as needed for the unhoused, including funding as needed.

9. Identification of a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.

The final items #10 and #11 are recommended to be deferred to the April 19 City Council meeting if the City Council votes to extend the Ad Hoc Committee for the Unhoused to that date. Otherwise, the Ad Hoc Committee recommends that these final items #10 and #11 not be deferred.

10. Appointment of a Council Liaison to Service Providers for the Unhoused (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons).
11. Creation of a new Ad Hoc RV Village Property Search Committee, to last until November 1, and to be tasked with the narrow assignment of assisting SAVS in identifying a viable option for a future relocation site for the lived-in vehicles currently housed temporarily at Horizon Shine. Appointment of two City Councilmembers to the new Ad Hoc RV Village Property Search Committee.

BACKGROUND:

On October 5, 2021, the City Council created the Ad Hoc Committee for the Unhoused. Councilmember Una Glass and Councilmember Diana Rich were appointed to the Committee. The Committee was assigned specific tasks and directed to report out for discussion and direction to the City Council monthly. The Ad Hoc Committee was given until March 31, 2022, to complete its assigned tasks.

Committee Tasks: On October 5, 2021, the City Council assigned the Ad Hoc Committee a number of tasks.

1. ASSESS: Assess the needs and impacts of Sebastopol's unhoused.
2. WCCS SUPPORT: Provide short-term support to West County Community Services in the initial stages of its delivery and coordination of services to the unhoused.
3. PRELIMINARY PROPOSAL: Develop a preliminary proposal for addressing any needs and impacts not within the WCCS contract. Integrate into the preliminary proposal a plan for maximizing funding opportunities.
4. STAKEHOLDER OUTREACH: Meet with WCCS staff and their identified stakeholders to collect input and inform the work of the Committee. Obtain information and input from City Staff, local business interests, the unhoused, and others affected by the unhoused situation in Sebastopol (through stakeholder meetings or otherwise as needed).
5. LIAISON ROLES: Identify liaison opportunities that will provide the City of Sebastopol with ongoing information relevant to addressing the needs and impacts of the unhoused and facilitate appointment of Sebastopol City Councilmembers to those groups.
6. MONTHLY REPORTS TO COUNCIL: Submit written reports monthly to the City Council on progress and developments, placed on the City Council agenda for discussion and decision-making on policy questions by the full City Council.
7. TOWN HALL: Coordinate a Town Hall, to be held during the lifetime of the Ad Hoc Committee, at which the Committee will be expected to provide a status report to the public, make available relevant stakeholders, and invite input and comments from the public.
8. CONTINUING NEED FOR A COMMITTEE: Provide a recommendation to the City Council as to whether there is a need for a standing committee to continue to address issues related to the unhoused beyond the expiration date of the Ad Hoc Committee.

DISCUSSION:

The Ad Hoc Committee for the Unhoused has accomplished all of its tasks except one: The holding of a Town Hall meeting. As is detailed below, the Ad Hoc Committee is requesting that it not be disbanded until April 19, 2022, to allow it time to hold the required Town Hall meeting. (The Ad Hoc Committee has set a tentative date of Thursday April 14, 2022 at 6pm, via zoom, for the Town Hall.) The Ad Hoc Committee also presents in tonight's

item a series of recommendations for the Council to consider, including among them a request for reallocation of funds to bridge a short term reimbursement challenge due to County funding delays.

A. Reported Previously (January 18, 2022): As a reminder, the Ad Hoc Committee’s full January 18, 2022 report summarized actions key recommendations and actions taken by the Council as of that date as follows:

- A Resolution Proclaiming the Existence of a Local Homeless Emergency in the City of Sebastopol.
- A Site Location of 845 Gravenstein Highway North for the RV Pilot Program.
- Funding allocation from the Sonoma County Board of Supervisors in the amount of \$80,000 for this program
- A commitment to clearing Morris Street of permanent encampments, and supporting parking rule changes, as needed, to protect Morris Street as well as the neighborhoods from developing overnight parking problems in the future
- Direction to City Staff to develop a practical, enforceable, realistic plan to do the following: (1) clear Morris Street, (2) modify and enforce parking rules on Morris Street to prevent future collection of overnight lived-in vehicles on that street, and (3) make any needed changes in parking rules City-wide to prevent similar situations from developing in neighborhoods and elsewhere in town.
- Direction to City Staff to submit the parking plan, with an outline of relevant alternatives.
- A commitment to prohibiting RVs from moving into an RV Village until the described parking concerns have been addressed and resolved, with the benefit of the requested plan from City Staff.

B. New Developments (Since January 18, 2022): Between the January 18 2022 report to the City Council and this March 15, 2022 report, the Ad Hoc Committee has the following developments to report:

- Interim Report February 15 2022: The City Council received a written interim report from the Committee for the Unhoused at the February 15, 2022 City Council Meeting. A copy of the February 15, 2022 Interim Report is included as Attachment 1.
- Horizon Shine RV Village Open: Horizon Shine is open and operational, with full occupancy as of Friday February 18, 2022. As promised, it is providing a managed, humane, safe, sanitary environment to lived-in vehicles that were formerly on Morris and adjacent streets. After consultation with Fire Chief Braga, it was determined that the site could safely accommodate 18 lived-in vehicles. It is now at full capacity. As of the writing of this report, the Village has been open for only two weeks, yet staffing is in place, case management is active, security is on site 24/7, the Village Council is active, and the Community Advisory Committee is in place and active. The opening of Horizon Shine has accomplished the priority task assigned by the Council to the Committee for the Unhoused, which was to identify a viable alternate location for the RV dwellers on Morris Street.
- Horizon Shine Contractual Obligations: The Ad Hoc Committee is pleased to report at this early two-week mark that SAVS has already met most of its contractual obligations and has made a clear good-faith effort to meet the remaining few items. The Ad Hoc Committee is confident that SAVS will report full compliance when it submits its quarterly report to the City Council in April 2022.
- Horizon Shine Community Outreach: A few developments in the ongoing outreach and engagement efforts by SAVS: SAVS has committed to “buying local” as much as possible. The primary opportunity for meeting that goal so far (after two weeks of operation) has been in purchasing meals for the Village. Those have been purchased from Mary’s Pizza, Hole in the Wall, and the Harvest Café at the Senior Center. In addition, SAVS has purchased supplies from Sebastopol Hardware. SAVS has also facilitated two meetings of the Community Advisory Committee (February 9 and 24), with the next meeting date being finalized as this report is being written.
- RV Village Funding Confirmed: SAVS and the City have received confirmation guaranteeing all funding previously promised for the RV Village. SAVS has reported funding that totals \$481,130.29 (\$368,000 +

\$113,130.29) allocated to SAVS by the County. The City has received confirmation of \$80,000 allocated directly to the City by the County. A copy of the letter from David Kiff of the CoC is included as Attachment 2.

- Horizon Shine Funding Reallocation Request Received: The funding allocated to SAVS by the County Continuum of Care is on a reimbursement basis, with delays expected in processing reimbursement requests. The Ad Hoc Committee has received a request from SAVS that the City assist SAVS in bridging this gap. As is explained in the recommendations below, the Ad Hoc recommends that the reallocation request be approved.
- Mental Health Support Services Update: As directed by the City Council, the Police Chief has investigated various mental health response team options. The goal is to provide the needed services in a fiscally responsible manner. Contracting with CAHOOTS has been considered, but the Police Chief now believes that partnering with another local jurisdiction that is already providing these services is likely the best option for Sebastopol. His anticipated date for finalizing arrangements for these services is mid 2023. In the meantime the Police will continue its policy of addressing mental health issues of the unhoused in a compassionate and patient manner, will work collaboratively with local advocates for the unhoused on these issues, will similarly coordinate with WCCS's navigator, and will turn to County resources as needed (the County Mobile Support Team (MST) and Interdepartmental Multi-Disciplinary Team (IMDT), as well as others.)
- Safe Parking Discussions Progressing: As reported in the February 15, 2022 Interim Report, discussions are continuing with churches that are considering hosting safe overnight parking programs. These discussions are being facilitated by West County Community Services, as promised in their contract with the City. Please see February 15, 2022 Interim Report for more details – Attachment 1.
- Continuing Ad Hoc Meetings with SAVS & Staff: The Committee for the Unhoused continues to meet regularly once a week with SAVS and City staff. These meetings will continue until such time that the Committee is disbanded.
- Formal Reports from SAVS Confirmed: SAVS will provide a formal quarterly report at the following City Council meetings in 2022: April 19 and October 10. A final formal report from SAVS will be submitted within 10 days of termination of the agreement.
- Continuing Exploration of Potential Properties for Future RV Village Relocation: The Ad Hoc Committee is fully aware that the RV Village Pilot Program is temporary, and that SAVS is in search of viable sites for future relocation of the RVs currently housed at Horizon Shine. The Ad Hoc Committee has continued its search for properties that might serve this future purpose.
- Recommendations for Addressing Remaining Unhoused Needs: The Ad Hoc Committee has developed the following recommendations for addressing future needs related to the unhoused. Each is discussed more fully below.
 - Continue the Ad Hoc Committee for the Unhoused to April 19 (a one-month extension)
 - Appoint a Council Liaison to Service Providers for the Unhoused (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons).
 - Create a new Ad Hoc RV Village Property Search Committee, to last until November 1, and to be tasked with the narrow assignment of assisting SAVS in identifying a viable option for a future relocation site for the lived-in vehicles currently housed temporarily at Horizon Shine.
 - Support a grant writing budget item for this coming fiscal year.
 - Identify a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.

C. Committee Tasks Completed:

- Assess the Needs and Impacts of Sebastopol's unhoused. The Needs and Impacts Report is included as Attachment 3.

- Provide WCCS Short-Term Support: The Ad Hoc Committee has provided “short-term support to West County Community Services in the initial stages of its delivery and coordination of services to the unhoused.” It is the Ad Hoc’s opinion that Staff should be relied upon to report any future concerns or issues to the Council. The most recent report from West County Community Services is included as Attachment 4.
- Produce a Preliminary Proposal: The Ad Hoc Committee was directed to “develop a preliminary proposal for addressing any needs and impacts not within the WCCS contract” and further to “Integrate into the proposal a plan to maximize funding opportunities.” The Preliminary Proposal (which includes a recommendation to fund a grant writer) is included as Attachment 5.
- Provide Stakeholder Outreach: The Ad Hoc Committee was directed to “meet with WCCS Staff and their identified stakeholders to collect input and inform the work of the Committee” and further to “obtain information and input from City Staff, local business interests, the unhoused, and others affected by the unhoused situation in Sebastopol (through stakeholder meetings or otherwise as needed).” This goal has been met, with the Ad Hoc Committee meeting, communicating, and collaborating with multiple groups on many occasions, and literally hundreds of individuals in the 5+ month period since the Ad Hoc Committee was created on October 5, 2021. These contacts have covered all the categories specifically identified for outreach in the City Council’s assigned task to the Ad Hoc Committee.
- Submit Monthly Reports to Council: The Ad Hoc was directed to “submit written reports monthly to the City Council on progress and developments, placed on the City Council agenda for discussion and decision-making on policy questions by the full City Council.” The Ad Hoc submitted monthly reports on November 2, December 7, January 18, February 15, and is now submitting this March 15 report, the final report required if the Ad Hoc is terminated as originally planned on March 31, 2022.
- Identified Liaison Roles: The Ad Hoc Committee was tasked to “identify liaison opportunities that will provide the City of Sebastopol with ongoing information relevant to addressing the needs and impacts of the unhoused and facilitate appointment of Sebastopol City Councilmembers to those groups.” The Ad Hoc recommends two appointments, as described further below: Appointment to the Continuum of Care Board and appointment of a City-Council created “Liaison to Service Providers for the Unhoused.”
- Provide Recommendation on Continuing Need for a Committee: The Ad Hoc was asked to provide “a recommendation to the City Council as to whether there is a need for a standing committee to continue to address issues related to the unhoused beyond the expiration date of the Ad Hoc Committee.” The Ad Hoc has provided in this report recommendations to (1) continue the Ad Hoc Committee for the Unhoused until April 19 (in order to meet the task of holding a Town Hall), (2) appoint a Liaison to Service Providers for the Unhoused to act as contact for the City Council on any continuing issues; (3) create a new Ad Hoc RV Village Property Search Committee ; (4) support a grant writing budget item for fiscal year 2022-23, and (5) Identify a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.

D. Committee Task Not Yet Complete: Town Hall. Committee Requesting Extension to April 19.

- Hold a Town Hall: The Ad Hoc Committee was directed to “coordinate a Town Hall, to be held during the lifetime of the Ad Hoc Committee, at which the Committee will be expected to provide a status report to the public, make available relevant stakeholders, and invite input and comments from the public.” The Ad Hoc has not yet been able to hold the Town Hall, and requests a one-month extension of the Ad Hoc Committee for the Unhoused (to April 19, 2022) in order to complete this final task. The Ad Hoc Committee has set a tentative date of Thursday April 14, 2022, at 6pm, via zoom for the Town Hall meeting.

E. Recommendations of the Ad Hoc Committee for the Unhoused: All recommendations are fully explained in the Preliminary Proposal. Provided here is a simple summary. Please review the Preliminary Proposal, included as Attachment 5.

Needs to be Addressed by the Proposal, per City Council direction:

- ✓ Sanitation and safety
- ✓ Mental health, medical, and social services
- ✓ Housing
- ✓ Safe Overnight Parking
- ✓ Law enforcement concerns
- ✓ Business concerns
- ✓ Community access to shared space

1. **Continue to support the RV Village as needed:** The RV Village is open and operational, and is fully funded. Morris Street and environs are now available as shared public space for businesses, residents, and the community at large. Law enforcement burdens have been reduced. Services are being provided to the 18 lived-in vehicles formerly on Morris and adjoining streets. They receive a full array of services: sanitation, safety, mental health, medical, social services, and housing among others. The Ad Hoc Committee does not foresee any continuing issues, but recommends that the City Council be prepared to provide future reasonable support needed for the success of the Village.

Approve a reallocation of funds, as requested by SAVS: The specific request that SAVS has submitted involves funding it has been allocated. The funding allocated to SAVS by the County Continuum of Care is on a reimbursement basis, with delays expected in processing reimbursement requests. SAVS has requested that the City assist SAVS in bridging this gap. This could be accomplished through a reallocation of funds. The request to reallocate funds will have the additional \$20K increase to expenditure in account 100-10-01-4890. In essence the amount issuing to SAVS in advance of receiving \$80,000 grant from the County will have a net zero impact. As indicated by CDC Interim Director Dave Kiff, County funds will be received before the end of the fiscal year. For the next fiscal year, the recommendations contained here will have a fiscal impact, but the total amount of that impact is uncertain at this time. The final amount will become clear during the Budget Process, which is just beginning now. See Proposed Budget Amendment included here as Attachment 6. It would require a modification of the contract between SAVS and the City. The Ad Hoc Committee recommends this request be approved. The Contract between SAVS and the City is included here as Attachment 7.

2. **Fund a Grant Writer to monitor and apply for funding for City projects, including those for the unhoused:** The Ad Hoc Committee for the Unhoused was tasked with determining potential government grant funds to cover the costs of the proposals presented to the City Council. While the Ad Hoc Committee agrees that the identification of funding sources is essential, the breadth of this task is more than the Ad Hoc Committee can handle effectively. The Ad Hoc Committee therefore recommends that the City Council support a proposal to fund a grant writer to monitor and apply for funding opportunities. The grant writer could be made available to multiple departments City-wide. The Ad Hoc Committee suggests that this item be considered as part of the 2022-23 budget process.
3. **Extend the Ad Hoc Committee to April 19, 2022:** This would allow the Ad Hoc Committee to hold a Town Hall, as it was directed to do by the City Council. The Ad Hoc Committee has set a tentative date of Thursday April 14, 2022, at 6pm, via zoom for the Town Hall meeting.
4. **Support the Warming/Cooling Center program and provide appropriate funding as needed.** A warming/cooling center protects the unhoused from severe weather rather than leaving them exposed, in the open without shelter, to the elements. There will be costs associated with operating a warming/cooling center program. The Ad Hoc Committee expects the Fire Chief will provide the Council with a funding request.

- 5. Renew the WCCS Contract for services to the Unhoused:** Renew the contract with WCCS for next fiscal year, recognizing that the services of the WCCS Navigator have been instrumental in addressing the needs of the unhoused in Sebastopol, which has also served to benefit businesses, law enforcement, and the community at large. The contract with WCCS provides substantial benefits to Sebastopol's unhoused, and therefore to Sebastopol community-wide.

Support the Safe Overnight Parking program and provide appropriate reimbursement funding as needed. Safe overnight parking is a night-time location for those living in cars and similarly sized vehicles to park. The church or other private owner of the parking lot operates the program, selects "parkers" and assigns parking places to each. The vehicular unhoused have their sanitation and safety needs met, and because they are in one spot each night it allows a point of contact for the WCCS navigation outreach worker Jennifer Lake to connect the parkers with mental health, medical, and social services. It is expected that there will be funding needs, to reimburse owners of two parking lots for costs associated with implementing the safe overnight parking program (increases in insurance premiums, costs of security cameras and exterior lighting, modifications to door locks (for access to interior bathrooms), and/or assistance with porta-pottie rentals). Note that it is hoped that the improved situation on Morris Street will allow the relocation of a porta-pottie from that street to an overnight parking location.

Support the possible addition of oversight of a warming/cooling center oversight as a WCCS service to be added in the contract renewal, subject to staff input and suggestions. Given WCCS's understanding of the needs of Sebastopol's unhoused, WCCS would be a very effective entity for oversight of this program. It is recommended the Fire Chief work with WCCS for preparation of a contract and budgeting requests.

- 6. Renew support & funding for Park Village:** Continue to support Park Village, which provides housing alternatives to the Sebastopol unhoused without regard to ability to pay. Should be discussed during Budget hearings.
- 7. Continue exploration of mental health resources to meet City needs.** A mental health response team provides trained intervention and support to address mental health issues. It's particularly helpful to law enforcement and is very effective in facilitating positive outcomes with the unhoused. It serves mental health, medical, and social service needs as well as the needs of law enforcement, businesses, and the community at large. Our police chief expects to finalize a plan to provide these services to Sebastopol by mid-2023. There will be associated costs. The Ad Hoc Committee expects the Police Chief will provide the Council with a funding request. The Ad Hoc Committee recommends that Staff provide the City Council with an informational report, in order to allow the City Council to provide direction from a policy perspective.

Encourage continuing use of County MST and IMDT services. Encourage the Police Dept, as well as WCCS, SAVS, and advocates for the unhoused to continue engaging the services of MST and IMDT, as well as other County support groups, to benefit Sebastopol's unhoused population, recognizing that serving the needs of the unhoused also benefits our businesses, law enforcement, and the community at large.

- 8. Sanitation: Continue to provide & fund porta-potties, hand-washing stations, trash bins as needed:** Reassess the need for this support after the full effect of the opening of the RV Village and the implementation of parking changes has been felt. Continue these sanitation services for the unhoused in locations they are most needed. Consider moving some porta potties/hand washing stations to support safe overnight parking locations, as requested by churches WCCS, or others.

9. **Identify a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.** It has become clear to the Ad Hoc Committee for the Unhoused that there is a need for a lead within the staff to facilitate the continuing issues that arise regarding the unhoused.
10. **Appoint a Council Liaison to Service Providers for the Unhoused** (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons). This liaison would be tasked with representing the City Council in a variety of ways as described below, reporting back to the City Council every two months, and ensuring action items are placed on the Council agenda as needed. Tasks would include the following:(1) Participate in the SAVS Community Advisory Committee, (2) Assist City Staff as needed in monitoring the SAVS Contractual Rules and Agreement, (3) Continue Coordination with Stakeholders, (4) Act as a Resource for Safe Overnight Parking, (5) Monitor Developments at Elderberry Commons, and (6) Provide Needed Follow-Up on Pending Ad Hoc Committee Proposals not fully completed upon termination of the Committee by the City Council.

Make appointments to Continuum of Care Board as Openings become available. The Ad Hoc Committee believes that continuing representation on the Continuum of Care Board is essential to the City's ability to address issues related to the unhoused. Councilmember Una Glass currently holds that appointment to the Continuum of Care Board.

11. **Creation of a new Ad Hoc RV Village Property Search Committee**, to last until November 1, and to be tasked with the narrow assignment of assisting SAVS in identifying a viable option for a future relocation site for the lived-in vehicles currently housed temporarily at Horizon Shine. This is particularly important given that the RV Village operated by SAVS is temporary and is under contract at the 845 Gravenstein Highway North location only through December of 2022.

*See Fiscal Impact Below

CITY COUNCIL AND/OR GENERAL PLAN GOALS:

GOALS:

Goal 5 - Provide Open and Responsive Municipal Government Leadership

5.1.4 – Enhance the use of the City of Sebastopol Committees, Commission and Board.

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.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report such comments 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 this 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 schedule meeting date.

FISCAL IMPACT:

The request to reallocate funds will have the additional \$20K increase to expenditure in account 100.10.01-4890. In essence the amount issuing to SAVS in advance of receiving \$80,000 grant from the County will have a net zero impact. As indicated by CDC Interim Director Dave Kiff, County funds will be received before the end of the fiscal year. For the next fiscal year, the recommendations contained here will have a fiscal impact, but the total amount of that impact is uncertain at this time. The final amount will become clear during the Budget Process, which is just beginning now. It is recommended the City provide funding to SAVS for \$80,000 as a loan for repayment from SAVS to the City to be repaid no later than June 30, 2023. It would be recommended at that

time that the City Council determine use of the \$80,000 upon repayment of funds. See Proposed Budget Amendment included here as Attachment 6.

RECOMMENDATION: That the City Council accept this report from the Ad Hoc Committee for the Unhoused, discuss the report, and provide the Ad Hoc Committee with any direction the City Council deems appropriate regarding the activities of the Committee as well as approve the following:

1. Continue support as needed for the RV Village.
 - a. Reallocate funds as requested by SAVS, to bridge a short-term reimbursement challenge.
 - b. Direct Staff to provide the City Council with needed contract modification language.
2. Identify a grant writing providers to maximize government and private funding opportunities for City projects related to the unhoused.
 - a. Direct the Budget Committee to consider allocation of funding.
3. Extend the Ad Hoc Committee for the Unhoused to April 19, 2022.
4. Support a warming/cooling center, including possible funding as needed.
5. Renew the WCCS Contract for services to the unhoused, including funding for current services and possible expansion of services as needed.
 - a. Support oversight of safe overnight parking volunteer coordination as a current WCCS service to continue in a contract renewal. Include possible reimbursement to hosts of safe parking locations for confirmed out-of-pocket costs.
 - b. Support the possible addition of oversight of a warming/cooling center oversight as a WCCS service to be added in the contract renewal, subject to staff input and suggestions.
6. Renew the WCCS Contract to manage Park Village, including funding as needed.
7. Continue exploration of mental health resources to meet City needs. This includes but is not limited to County MST and IMDT services, as well as a possible partnership with another Sonoma County jurisdiction. Request an informational report be submitted to the City Council by staff for discussion and direction from the Council; provide funding as needed.
8. Continue sanitation efforts (porta-potties etc) as needed for the unhoused, including funding as needed.
9. Identify a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.

The final items #10 and #11 are recommended to be deferred to the April 19 City Council meeting if the City Council votes to extend the Ad Hoc Committee for the Unhoused to that date. Otherwise, the Ad Hoc Committee recommends that these final items #10 and #11 not be deferred.

10. Appoint a Council Liaison to Service Providers for the Unhoused (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons). Create a new Ad Hoc RV Village Property Search Committee, to last until November 1, and to be tasked with the narrow assignment of assisting SAVS in identifying a viable option for a future relocation site for the lived-in vehicles currently housed temporarily at Horizon Shine. Appoint two City Councilmembers to the new Ad Hoc RV Village Property Search Committee.

Attachment(s):

1. February 15, 2022 Interim Report from the Ad Hoc Committee for the Unhoused
2. Letter from David Kiff of the Continuum of Care
3. Needs and Impacts Report from the Ad Hoc Committee for the Unhoused
4. March Report from West County Community Services
5. Preliminary Proposal from the Ad Hoc Committee for the Unhoused
6. Proposed Budget Amendment
7. SAVS Contract with the City
8. Funding Summary Sheet

To: Sebastopol City Council
From: Ad Hoc Committee for the Unhoused (Diana Rich & Una Glass)
Date: February 14, 2021 (for February 15, 2022 City Council meeting)
Re: Agenda Item 19: City Council Reports
AD HOC COMMITTEE INTERIM REPORT

The Ad Hoc Committee had expected to provide a full monthly report to the City Council at the February 15 Council meeting, but was informed that the February 15 agenda was too full to accommodate an Ad Hoc monthly report. The Ad Hoc Committee will provide its next full monthly report on March 15, 2022.

The purpose of this interim report is to provide a brief summary of developments regarding the tasks assigned to the Ad Hoc Committee for the Unhoused.

RV VILLAGE DEVELOPMENTS: The RV Village is moving forward, with planned full move-in date of Tuesday February 15, as reported earlier to the City Council.

RV VILLAGE FRONT FENCE DESIGN



1. For a short period of time there was concern about the possible impact of litigation seeking to delay and/or prevent the opening of the RV Village. The litigation is still pending, but the Court dismissed the initial effort to prevent the project from moving forward.
2. A limited number of RVs and their occupants who were in particularly vulnerable situations on Morris Street were moved to the site early. In place in advance of their being moved to the site were the following:
 - a. Portapottie and handwashing station
 - b. Management to oversee and provide support
 - c. Temporary fencing installed, paid for by SAVS
3. The site has been cleared and prepared by owner St Vincent de Paul.

4. Redwood fencing is being installed by St. Vincent de Paul, and will be completed this week. The fencing encloses the full RV Village. On the sides and the back the fence is as tall as the City ordinance allows, which is 6 feet of solid redwood, topped by 2 feet of lattice. The front has been modified as required by the planning director, to be more appropriate to the existing neighborhood properties. To the extent there is any minor final fence building that remains to be done after Tuesday February 15, the temporary fencing will remain in place. (
5. The Village has been named Horizon Shine RV Village by the intended residents, and an initial Village Council has been selected.
6. A professional security service has been retained and will be in place 24/7 beginning Tuesday February 15.
7. A 24/7 phone number available to all in the community will be in place by Tuesday February 15. The phone number will be posted on the gate at the RV Village.
8. The Village Project Manager has been selected, as has the Resident On-Site Manager.
9. Neighbor outreach is moving forward – the Community Advisory Committee met February 9th and plans on meeting again in approximately two weeks.
10. The 18 RVs intended to populate the Village have been identified.
11. The Village residents, as well as the Village Council, have been meeting weekly and will continue to do so.
12. Wrap around services are being lined up for the RV Village residents.
13. Utilities are in the process of being finalized. Water will be provided by regular water truck deliveries. Electrical needs to be modified, with temporary arrangements being made in the interim. Sewer is available on site, but SAVS has arranged a service to empty RV tanks regularly.
14. City Staff has been involved regularly in the planning process – fire, planning, engineering, building, and public works.

HORIZON SHINE RV VILLAGE COUNCIL



PARKING ORDINANCE: The Ad Hoc Committee for the Unhoused has been available as needed to the Police Chief as he moves forward to submit his new Parking Ordinance for its second reading at the Tuesday February 15 City Council meeting.

ENFORCEMENT ON MORRIS STREET: Enforcement of parking rules on Morris Street and surrounding streets is moving forward, consistent with the plan reported by the City's Police Chief in prior City Council meetings. It is the Ad Hoc Committee's understanding that the number of RVs on Morris Street has been reduced substantially. As reported recently to the Ad Hoc Committee, that number had gone from over 30 reported in a December count to 20 the first week of February.

WCCS SUPPORT FOR MORRIS STREET AND CITY-WIDE: The City continues to benefit from the contract with West County Community Services. That contract provides the City's unhoused with the services of outreach worker Jennifer Lake. She has continued to work with those on Morris Street and surrounding streets, and is now able to focus on those who are not moving into the RV Village. She also continues to serve the unhoused throughout Sebastopol, both those with lived-in vehicles and those without. Her efforts include helping to connect them with shelter, helping those who have vehicles get them registered and legal, and connecting all who are unhoused to additional supportive services.

ADVOCATES AND SAVS: Local Sebastopol advocates as well as SAVS workers are continuing to provide support for the City's unhoused, on Morris Street and City-wide. The New Year's Warming Station held at Community Church was a notable effort by multiple groups in town to provide shelter for those most in need at a time when temperatures dipped below freezing. This one example of many daily efforts by our own Sebastopol residents to help the dire and worsening situation for Sebastopol's unhoused.

SAFE OVERNIGHT PARKING: The Ad Hoc Committee is including here in this interim report substantial detail regarding the Safe Overnight Parking Program, in order to keep the full City Council informed of developments.

When the City Council created the Ad Hoc Committee for the Unhoused on October 5, 2021, one of the tasks assigned was to "provide support to WCCS in the initial stages of its delivery and coordination of services to the unhoused." Specifically listed in WCCS's services agreement with the City was the obligation to "facilitate communication/collaboration between the safe parking programs offered by various churches and other institutions" and to "help facilitate communication regarding offers of safe parking to the unhoused. Accordingly, as directed by the City Council, one of the tasks the Ad Hoc Committee has carried out is to provide support to WCCS in its efforts to facilitate communication and collaboration between safe parking programs.

The Ad Hoc Committee has been impressed by West County Community Services' efforts regarding safe overnight parking in Sebastopol. WCCS has been working

diligently to support the existing safe overnight parking program at Community Church of Sebastopol, and also to assist two other churches that are exploring the idea of offering safe overnight parking. This support has included regular meetings facilitated by WCCS and attended by Ad Hoc Committee member Diana Rich, with the main agenda focused on addressing the questions and concerns of the various churches expressing interest, as well as helping them share information and resources to inform their decision-making process.

There are two additional churches that are considering implementing safe overnight parking programs. A third church is not able to offer its own parking lot, but is offering to assist one of the two that are considering making their lots available. None of these churches have made final decisions, but all are seriously interested. (The churches are not specifically identified here, to respect the internal decision-making by their congregations.)

Neither the City nor WCCS has contracts with any of the churches, and no contracts or formal agreements are foreseen. The churches realize that taking on a safe overnight parking program is a decision they and their congregation need to make independently. Both the Ad Hoc Committee and WCCS have been encouraging and supportive of the efforts by the churches regarding safe overnight parking. Given the current number of vehicular unhoused in Sebastopol, all involved in these discussions agree that continuation of the Community Church program, as well as expansion to additional church parking lots, helps Sebastopol's unhoused, and also benefits the greater Sebastopol community.

In discussions with the churches, they have indicated that they may be requesting reimbursement from the City for some minimal expenses associated with safe overnight parking, should they choose to move forward with implementation. Any such requests would be submitted by the Ad Hoc Committee to the full City Council for consideration.

WCCS has committed to continue to act as facilitator for City-wide safe overnight parking efforts. Specifically, in response to requests and concerns expressed by the churches attending the meeting, WCCS has stated its willingness to act as a continuing resource to help connect churches with vehicular unhoused to consider for their lots, and to provide churches (if requested) with legally allowed screenings of "parkers." Decision-making control, over who will be accepted into a particular church's program, as well as all other details of the program, will always be in the hands of each church.

As stated, each church will define the terms of its own program, but the basic parameters being discussed by the churches are the following: The church will select 3-5 "parkers." They will accept standard sized vehicles rather than RVs or similar larger sized vehicles. The parkers will be allowed to park in the lot overnight only. The church will offer a portapottie or access to indoor bathrooms. A volunteer lot monitor will drive through the lot each night and will report any unauthorized vehicles to the police. Our

police department will continue to provide responsive services, just as has been and will continue to be provided currently throughout our town.

All churches involved recognize the need to reach out to neighbors. They expect compassion and understanding, as well as some anxiety and trepidation. They are committed to being responsive to their neighbors. All involved feel confident that once the safe parkers are in place, and the neighbors realize that the impact is not as their anxiety might suggest, all will be reassured. WCCS and the Ad Hoc Committee have offered to attend neighbor meetings, to the extent any particular church feels that would be helpful. The congregants of Community Church have also offered to attend, so they can share their very successful experience with their well-established safe parking program.

TOWN HALL: The Ad Hoc Committee for the Unhoused was tasked with holding a Town Hall for the community. Originally the Ad Hoc Committee had planned on proposing a date in early March. The Ad Hoc Committee has reassessed and will be proposing a new date in late March or early April. That proposal will be included in the March 15 full report to the City Council.

CONCLUSION: As stated earlier, this is not intended to be a full report by the Ad Hoc Committee for the Unhoused, but is instead an interim summary intended to keep the City Council informed until the Ad Hoc Committee has the opportunity to submit a full report on March 15, 2022.

March 2, 2022

Mr. Larry McLaughlin, City Manager/City Attorney
7120 Bodega Avenue
Post Office Box 1776
Sebastopol, CA 95473

Dear Larry:

As you know, the County of Sonoma has rigid accounting oversight requirements for reimbursement requests. Combined with the number of contracts we administer, these requirements can mean that non-profits who contract with the County must wait 2-3 months to be reimbursed for approved expenses. This can be a cause of cash flow problems for smaller non-profits.

SAVS, (Sonoma Applied Village Services) is facing such a cash flow problem in the operation of the Horizon Shine Village in Sebastopol in the immediate future. SAVS is under contract with us for the major expenses of this Village. We have experienced no significant problems with their prior reimbursement requests and we expect to honor the terms of our contract to reimburse SAVS for the budget items they have indicated.

We would appreciate it if you could offer SAVS a reallocation of funding in order to cover these cash flow difficulties. This is also to confirm that the County will be sending \$80,000 to the City of Sebastopol to help with additional expenses at Horizon Shine Village.

Thank you for your attention to this matter and for your ongoing support for our County's homeless population.

Sincerely,



DAVE KIFF
Interim Executive Director
Sonoma County Community Development Commission

**Attachment 3: Ad Hoc Committee for the Unhoused Needs and Impacts Report
March 15, 2022 City Council Meeting**

This Needs and Assessments Attachment can be considered final if the City Council elects to terminate the Ad Hoc Committee for the Unhoused, as planned, on March 31, 2022 as originally planned. If the City Council elects to extend the Ad Hoc Committee for the Unhoused, the Committee will update this report at the April 19, 2022 City Council meeting.

1. Sanitation and Safety Issues:

Concern: Morris Street and the adjoining streets have presented the greatest concern in town regarding sanitation and safety. The City made efforts to mitigate the sanitation issues by setting up porta potties and hand-washing stations, and providing additional trash bins in key locations. WCCS was instrumental in this effort, obtaining funding to cover associated costs of the porta-potties and hand-washing stations. The City also increased substantially the staff time assigned to trash pick-up in these areas.

Progress Achieved:

- a. RV Village. The sheer number of lived-in vehicles and people living in the vehicles on Morris Street and adjoining streets made it impossible for the City to keep up with the level of need on Morris Street and surrounding streets. The number of vehicles and occupants on Morris Street and environs has also made the safety concern difficult to address. RVs and other lived-in vehicles were parked 24/7 on Morris Street, Laguna Parkway, and Johnson Street, in many cases parked end-to-end. The solution to these sanitation and safety concerns was to move the RVs/lived-in vehicles into a managed location with services and support. That goal has now been achieved with the February 18, 2022 opening of the Horizon Shine RV Village. The Village is now fully occupied and operational, providing managed wrap-around services in a safe and sanitary environment. It is expected that the RV Village, combined with the new ordinance, will help to protect against the future development of similar unsanitary and unsafe conditions on Morris and surrounding streets, as well as elsewhere in the City. **The Numbers Tell the Story: On October 31, 2021, Morris Street was home to 15 RVs and/or trailers. As this report is being drafted, there are only 3 that are parked in that same stretch of street.**
- b. Sanitation on Morris Street. Some time ago, in order to address the fact that Morris Street was packed with lived-in vehicles, the City set up porta-potties and hand-washing stations, and provided additional trash bins in key locations. WCCS was instrumental in this effort, obtaining funding to cover associated costs of the porta-potties and hand-washing stations. The City also substantially increased staff time assigned to trash pick-up in these areas. These measures remain in place, as the benefits of the RV Village and changes in the parking ordinance are monitored. There will be adjustments as allowed by the hoped-for reduction in lived-in vehicles on Morris and the surrounding areas.
- c. Safety on Morris Street. Safety concerns regarding Morris and adjoining streets have been expressed by all facets of the community over the course of many years. Concerns came from business owners, cyclists, visitors to the Laguna de Santa Rosa trail, Little League families accessing the fields at the Community Center, advocates for the unhoused, the vehicular unhoused themselves, and the community at large. These safety concerns have been addressed through enforcement efforts of the Sebastopol Police, in coordination with WCCS and local advocates, as well as business owners, and by movement of RVs to the Horizon Shine RV Village location on Gravenstein Highway North. The new parking ordinance, scheduled to become effective on March 26, 2022, should provide additional resolution to the safety concern.

In the Works:

- a. Parking Ordinance Changes: The City Council approved Ordinance Number 1136, Recreational Vehicle Parking Ordinance on February 23, 2022. It was developed to create a practical, enforceable, realistic parking plan to clear long-term encampments on Morris Street and to make changes in parking rules to prevent future collection of overnight lived-in vehicles on that street, as well as in neighborhoods and elsewhere. That parking ordinance goes into effect on March 26, 2022, 30 days after it was approved. It is anticipated that the parking ordinance will have a major positive impact on the problem of developing encampments on Morris and elsewhere in the City.
- b. Future Parking Ordinance Modifications: The Council requested that the Police Chief return to the City Council to report on specific issues related to the parking ordinance. These included (1) Options for adopting a 72 hour rule that would be more robust than the existing California State 72 hour rule, (2) Clarification that section 10.76.050(B) of the new parking ordinance, which allows recreational vehicles to remain parked in residential areas for up to 72 hours for a homeowner, tenant, or out-of-town visitor to load or unload, is broad enough to allow parking for any purpose; and (3) Options for a parking permit system. This item is proposed to return to the Council on April 19, 2022. It was also generally discussed by the City Council that other modifications in the new ordinance might be needed as the impacts become apparent after its implementation on March 26, 2022.

2. Mental Health, Medical, and Social Services:

Concern: These concerns extend to all unhoused in Sebastopol, although the sheer number of unhoused on Morris Street and environs makes that area of particular concern.

Progress Achieved:

- a. RV Village: The City Council-approved RV Village, operated by SAVS, provides the best possible solution for mental health, medical, and social services to the lived in vehicles that have moved to this location. Complete services will be offered by SAVS in that environment. SAVS is now able to focus on this group of unhoused, which is allowing the WCCS navigator (see below) to concentrate more time on the remaining unhoused in Sebastopol.
- b. WCCS Coordination. Services for all unhoused in Sebastopol continue to be coordinated through the City of Sebastopol's contract with West County Community Services. The full-time navigator working under this contract is Jennifer Lake. She does outreach to all Sebastopol unhoused to connect them with mental health, medical, and social services, as well as shelter and other housing options.
- c. County MST. The Sebastopol Police Department continues to have a productive relationship with the Sonoma County Mobile Support Team (MST), which has been responsive when called to assist with mental health issues.
- d. County IMDT. The Interdepartmental Multi-Disciplinary Team ("IMDT") has been working collaboratively with WCCS, SAVS, and advocates for the unhoused to provide services, and was a particularly helpful resource for shelter and other services when there was a need to move the unhoused out of the Laguna de Santa Rosa in September of 2021.

In the Works:

- a. Mental Health Support Team: The services described above are substantial, but what is still needed is the implementation of a Sebastopol mental health response team. That is expected by mid-2023. The police chief has investigated a contract with CAHOOTS and is now considering a partnership with a neighboring jurisdiction.

Warming/Cooling Center: Sebastopol has offered cooling centers in the past and the Ad Hoc Committee is in the process of developing a policy and protocol to be followed when future incidents of cold or hot weather merit opening of a cooling or warming center. This addition to the Ad Hoc's project list was inspired by the below-freezing temperatures over the holiday period, which directly impacted the health and safety of the unhoused. SAVS and local advocates worked diligently with Community Church, with facilitation offered by the Ad Hoc Committee, and as a result the Community Church opened a room for people to stay inside, eat and be warm. This Warming Center was hosted and operated by SAVS, with assistance from Sebastopol Homeless Support, West County Homeless Advocates, and Homeless Action!. The Warming Center offered soup each evening and volunteer monitors for covid testing, herbal tea and morning clean up. Subsequently, in late February, as temperatures again dropped below freezing, SAVS, local advocates, and Community Church joined forces to again open a warming center. The Ad Hoc Committee's conclusion is that there is a continuing need, as well as motivated volunteers and a willing Church. This Committee proposes that the Emergency Operations Chief (Fire Chief Braga) work with the County and this Committee to discuss a policy and funding for future warming and cooling locations, including the standards for determining when to open these facilities. It is recommended il support the possible addition of oversight of a warming/cooling center oversight as a WCCS service to be added in the contract renewal, subject to staff input and suggestions. Given WCCS's understanding of the needs of Sebastopol's unhoused, WCCS would be a very effective entity for oversight of this program. It is recommended the Fir e Chief work with WCCS for preparation of a contract and budgeting requests.

3. Housing Alternatives:

Concern: For the vehicular unhoused, the housing concern is finding them a sanitary and safe place for their lived-in vehicles. For the rest of the unhoused, the challenge is finding them shelter, preferably long term.

Progress Achieved:

- a. RV Village: This is serving the needs of 18 lived-in vehicles.
- b. Park Village: The City Owned Park Village, managed by WCCS since 2017 under a contract with the City, provides housing alternatives for Sebastopol's unhoused. It offers 8 (soon to be 10) housing "units" to homeless families, without regard to ability to pay: 8 RVs, plus two soon to be completed two bedroom apartments (2 bedrooms each). In addition, there are two RV pads that have been added recently and have been occupied at under-market rates by RVs formerly on Morris Street.
- c. Elderberry Commons: This is a County-owned facility (formerly known as Sebastopol Inn). It is within the City of Sebastopol. Currently home to individuals selected from throughout the County of Sonoma based on Covid sensitivity, it is expected that eventually this facility will offer housing to local Sebastopol unhoused.
- d. WCCS Navigator: The WCCS Navigator continuously works with Sebastopol's unhoused to facilitate placement in hotels, Park Village, shelters, in addition to other housing options.

In the Works:

- a. Safe Overnight Parking Program: This program is described more fully below.
- b. Potential Properties for Future RV Village Relocation: The Ad Hoc Committee continues to search for viable properties support SAVS's efforts to identify future relocation options for the RVs currently housed at the temporary Horizon Shine RV Village.

4. **Safe Overnight Parking:**

Concern: Local advocates report that there are many vehicular unhoused who are living in four door or other “normal-sized” vehicles. There is a general sense that what is needed for these vehicular unhoused is safe places to park overnight.

Progress Achieved: Community Church has a long-standing safe parking program that offers five overnight parking spots in the Church parking lot. WCCS is now providing support to this parking program, in order to help screen new applicants for the lot, as well as connect with the “parkers” to facilitate access to other supportive services.

In the Works: WCCS is providing ongoing support as a resource and meeting facilitator to additional churches and other parking lots that are exploring the possibility of hosting safe overnight parking. WCCS has taken on this role as part of its contract with the City of Sebastopol. (This program is for regular sized vehicles rather than RVs and similar sized vehicles.) WCCS is holding regular meetings to support and expand the overnight safe parking options in Sebastopol. The meetings are attended by the Committee, various organizations and churches that have stated they are open to hosting safe overnight parking in their lots.

5. **Law Enforcement Concerns:**

Concern: The Police Department has an obligation to enforce parking and other laws on Morris Street and environs, as well as elsewhere in the town. This has become a challenge, in particular in terms of lived-in RVs and trailers that had until recently been a 24/7 fixture on Morris Street, Laguna Parkway, and Johnson Street.

Progress Achieved:

- a. **RV Village:** The RV Village approved by the City Council has made the law enforcement challenge on Morris Street and surrounding streets much less challenging for our police department, simply because movement of lived-in vehicles into the Village has reduced the number of lived-in vehicles that remain in town.
- b. **Making Vehicles Legal:** Police Chief Kilgore has developed a strong working relationship with WCCS Navigator Jennifer Lake and other local advocates to build the foundation for enforcing the laws that affect the vehicular unhoused in a fair and compassionate manner. This has allowed the Police Department to collaborate with WCCS, advocates for the unhoused, and the vehicular unhoused themselves in a concerted effort to get all vehicles throughout Sebastopol properly maintained (to prevent, for example, vehicle fluid and sewage leaks), and in compliance with 72-hour parking regulations. Some of the vehicular unhoused have actively engaged with these efforts, but some have not. As a result, vehicles that are not properly registered, maintained, or in compliance with the 72-hour parking regulations are subject to citation and are being towed. Enforcement will be ongoing.

In the Works:

- a. **Parking Ordinance:** It is expected that the adoption of the new parking ordinance (set to go into effect March 26, 2022) will be a positive development in terms of addressing law enforcement concerns.

6. **Business Concerns:**

Concern: Businesses on Morris Street and adjoining streets, as well as in The Barlow, have been concerned about the impact that the RV presence has had on their business opportunities and on their revenue. Similar concerns have now been raised by businesses in the neighborhood of the newly established Horizon Shine RV Village on Gravenstein Highway North.

Progress Achieved:

- a. RV Village: The RV Village now opened is expected to address much of the negative effect the businesses have experienced from their presence on Morris Street and surrounding streets.
- b. Community Advisory Committee: SAVS, as promised, has created a Community Advisory Committee to bring together neighbors of Horizon Shine. The Community Advisory Committee met on February 24, the week after the RV Village was opened. In addition to representatives from SAVS and from the City, there were ten participants, including business owners, residential neighbors, and parent whose child attends the Charter School. The group will meet at least monthly, but may meet more regularly as concerns or issues dictate. The Community Advisory Committee will provide input and suggestions to SAVS regarding the RV Village, and will be a means of addressing business and resident concerns.
- c. Contractual Rules and Agreement: The concerns of businesses near the RV Village site were the motivation for the inclusion of a number of stringent and demanding contractual provisions in the agreement between the City and SAVS that allowed the RV Village to move forward.

In the Works:

- a. Parking Ordinance: Businesses have been supportive of parking regulations to address the issues on Morris Street and City-wide. The Council approved a new parking ordinance on February 23. It will go into effect March 26, 2022. It is expected that approval of the parking ordinance will address the needs of businesses on Morris Street and environs, including The Barlow, and will provide a means for preventing a situation similar to the one that developed on Morris from developing in other business areas of town. As also noted, the Police Chief has been requested to return to City Council with further clarifications to the Parking Ordinance.

7. **Community Access to Shared Spaces:**

Concern: The greater Sebastopol community has expressed interest in reclaiming community use of shared spaces that have become unavailable as a result of the RVs parking on Morris Street and adjoining streets. Shared community spaces are areas where people of Sebastopol can interact with one another and build meaningful social connections. They are places where residents can build a sense of understanding of the neighbors who live in their community. These community gathering spaces showcase the City. Those who have expressed concern include cyclists, walkers, Little League families, people using the Community Center or Wischemann Hall, the local High School, and many others.

Progress Achieved:

- a. RV Village: Moving RVs to the RV Village has made Morris Street and the public spaces in that area available to the public.

- b. Relaunch: The Ad Hoc Committee (through Councilmember Diana Rich) has conveyed suggestions for incorporating use of our shared community spaces into strategies that may be considered by Townie Media, the recipient of the Relaunch Sebastopol contract.

In the Works:

- a. Parking Ordinance: The parking ordinance, once it is implemented on March 26, 2022, should help ensure continued community access to shared spaces by clearing long-term encampments on Morris Street, and also by preventing future collection of overnight lived-in vehicles on Morris as well as in neighborhoods and elsewhere City-wide.

8. Funding Opportunities:

Concern: Any substantial solutions to issues raised by the unhoused will require funding sources.

Progress Achieved: Funding has been received by the City of Sebastopol for a variety of efforts related to the unhoused: \$370,000 from the County as partial reimbursement for lost hotel tax revenue as a result of the County purchasing the Sebastopol Inn and using it for shelter for the unhoused; \$80,000 from the County recently to provide funds to assist in issues related to the unhoused, and \$36,814 as reimbursement (through a grant obtained by WCCS) for sanitation expenses on Morris Street and surrounding areas.

In the Works:

- a. Continued Funding Efforts: The Ad Hoc Committee and City staff will continue to work together with the goal of applying for and obtaining grant funding from the County and the Continuum of Care Board, as well as from State and Federal sources and private-public partnerships.
- b. Reallocation of Funds: As discussed in the staff report and the Preliminary Proposal, the Committee is requesting a re-allocation of funds for SAVS due to the delayed timing of reimbursements from the County to cover expenses accrued by SAVS.

9. Liaison Opportunities:

Concern: The City needs to remain aware of opportunities County wide that will serve the needs of the unhoused. One way to achieve this goal is to have City Council presence on key Boards and decision-making bodies.

Progress Achieved: The City has appointed Councilmember Una Glass to hold the West County seat on the Continuum of Care Board. This is a two-year appointment. The Ad Hoc Committee for the Unhoused proposes that the City Council continue to appoint to the Continuum of Care as that opportunity arises in the future.

In the Works: Secondly, as is proposed in the March 15, 2022 staff report, the Ad Hoc Committee for the Unhoused recommends the Council support one other appointment annually: a Council Liaison to Service Providers for the Unhoused (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons). This liaison would be tasked with representing the City Council in a variety of ways as described below, reporting back to the City Council every two months, and ensuring action items are placed on the Council agenda as needed. Tasks would include the following:(1) SAVS/Horizon Shine: Participate in the SAVS Community Advisory Committee and assist City Staff as needed in monitoring the SAVS Contractual Rules and Agreement, (2) WCCS: Act as a

Resource for Safe Overnight Parking and other WCCC-related issues, (3) Elderberry Commons: Monitor Developments at Elderberry Commons, and (4) Act as liaison to other service providers for the unhoused as needed.

10. Coordination with Stakeholders:

Concern: Effective solutions to the many issues raised by the unhoused in our community requires coordination with a variety of stakeholders.

Progress Achieved: The Ad Hoc Committee has done substantial outreach with stakeholders, and has been impressed by the benefits those conversations and meetings have produced in terms of the progress of the Committee's efforts.

In the Works: The Committee continues to engage in regular outreach to stakeholders.

Other Related Concerns: The Ad Hoc Committee has no concerns not addressed already in this report.

1. **Refer people without homes to Coordinated Entry as appropriate:** No referrals were made to coordinated intake this month by the Sebastopol Services Outreach Coordinator. Housing referrals made this month to housing were for participants already enrolled in Coordinated Entry. One Safe Parking Participant received a Section 8 mainstream voucher and had entered into the final stage of housing search for a rental that will accept the voucher.
2. **Represent WCCS at relevant meetings:** Sebastopol's Services Outreach Coordinator has attended seven community meetings this month that are relevant to her position and the work she is doing with Sebastopol's unhoused community. WCCS and the Sebastopol Outreach Coordinator extended support to the SAVS new RV village project by accepting an invitation from Executive Director, Andrea Lauby, and the SAVS Board of Directors to join them in at an event celebrating the opening of Horizon Shine RV Village on Saturday, February 19, 2022.
3. **Develop a citywide services matrix, including relevant county services, to inform housed and unhoused communities about the type and availability of services.** The citywide services matrix is a resource book of Sebastopol services and related county services appropriate for unhoused living in Sebastopol. Sebastopol Police Department's Michelle Beckman, in collaboration with the Gravenstein Health Action Coalition worked many months to vet and update the Sebastopol Area Resource guide for distribution to the community. This resource is available to distribute to the community. The Sebastopol Outreach Coordinator has access to the resource guides and has distributed some to the library and SAVs Horizon Shine Village and provides them to the unhoused community as appropriate.
4. **Partner with City staff and first responders in homeless response:** Chief Kilgore and the Sebastopol Police Department increased efforts to enforce the city's parking laws by issuing citations and towing vehicles in violation of the 72-hour parking ordinance, or the vehicles with registration expired over six months. To help unhoused residents avoid citations and towing, the Outreach Coordinator worked to find solutions for relocating the unhoused off Morris, Johnson, Laguna Parkway, and Palm Avenue. Eligible RVs were moved to the RV Village before the scheduled opening day. The Sebastopol Outreach Coordinator worked to find solutions for remaining Morris Street RV residents to relocate, linking them to up to housing and social services.
5. **Develop volunteer/civic engagement opportunities around homelessness:** The volunteer project "clean up Morris Street" ended now that RVs have vacated Morris Street. Overall, the goal of the project was to engage the community and RV residents to help clean up debris along Morris Street. While the debris box issue was not fully resolved we did find out that household trash was continually being brought to and disposed of in the Morris Street debris box by local residents. This assumption was validated when the Outreach Coordinator observed a truck full of debris pull up to the box and dump it. The Sebastopol Outreach Coordinator is sending a HUGE SHOUT OUT to JASON AND ERNIE, two WCCS volunteers, who gave up their Sunday mornings to clean debris on Morris Street, removing

trash-filled bags, then relining the trash cans, hauling away shopping carts, and occasionally helping to clear items out of the Laguna that were left after a Sebastopol Police Officer evicted a camper from the Laguna.

6. **Support Safe Parking efforts:** WCCS leadership and the Sebastopol Outreach Coordinator are supporting the planning and development of three new safe parking sites in Sebastopol to support unhoused sleeping in their cars. The new sites are in process of getting internal approval to open their parking lots to unhoused and should be opening soon.
7. **Leadership coordination of services:** Callagy Automotive, Patterson Automotive, Sebastopol Towing, St. Vincent De Paul, Sonoma County Health Services, Sonoma County Human Services, Sonoma County/Sebastopol Library, and the Sonoma County Office Education are working with the Sebastopol Homeless Services Outreach Coordinator to link unhoused individuals and families to services. The Outreach Coordinator is responding to requests for presentations from the library and Sonoma County Office of Education to discuss her role, and services for their un-housed patrons or families with children attending Sebastopol schools.
8. **Develop relationships with clients and connect them to services:** Contacted 11 new unhoused individuals citywide, referring to medical clinics, court services, food resources, and other resources for meeting their daily needs. Three were referred to the Sonoma County Social Security Office, five to the Sonoma County Human Services Department for Job link services, and one to Vet Connect. In collaboration with Community Church and SAVS Volunteers, the City of Sebastopol opened a cold weather warming station for the unhoused as temperatures dropped below freezing this month. WCCS directed the Sebastopol Outreach Coordinator to provide supplies to the cold weather station and other unhoused that did not want to use the warming station. She supplied sleeping bags, hats, socks, and hand warmers to seven unhoused individuals sleeping in their cars or outside while the SAVS volunteers operated the warming stations for the city this month.
9. **Increase citywide understanding of rules and laws:** the Sebastopol Police Department increased efforts to reinforce parking ordinances and laws during this reporting period. Citations were issued to all vehicles violating 72-hour parking laws, or a subject to tow warning placed on their vehicles. Numerous vehicles were towed. Outreach efforts educating Morris Street residents of the intent to cite or tow abandoned or unregistered vehicles would continue and that new parking ordinance approved by the City Council include 3-hour parking laws and will take effect on March 26, 2022.

March Goals

Keep on track with nine services goals
Housing focused services
Library outreach
Sebastopol School Outreach Support to families without homes
Safe Parking planning for new site openings and neighborhood meetings

DATA POINTS	TOTAL Q1*	October	November	December	January	February	Cumulative/ Non-Cumulative
# Of people contacted (un duplicated number)	54	66	79	86	98	111	cumulative
# Of camps citywide	33	37	32	30	31	27	non-cumulative
# Of camps pre sweep	24	NA	NA	NA	NA	NA	non-cumulative
# Of RVs on Morris St and Laguna Pkwy & Palm street	Morris 13 Laguna 3	Morris 15 Laguna 6 Palm 1	Morris 17 Laguna 7 Palm 4	Morris 19 Laguna 6 Palm 2, Johnson 5	Morris 8 Laguna 4 Palm 1, Johnson 4	Morris 3 Laguna 0 Palm 0 Johnson 3	non-cumulative
# of other vehicles Morris St, Laguna Pkwy & Greater seb. area	12	21	31	27	18	15	non-cumulative
# Of people housed by WCCS (shelters, ACS/NCS, family)	8	11	15	20	23	23	cumulative
# Of people displaced (returning to Morris)	5	12	15	17	19	20	cumulative
# Referrals for service (from city government, PD or community)	10	7	8	10	12	15	cumulative
# Of Housing referrals	15	13	7	5	6	8	non-cumulative
# Food Assistance/referrals	4	5	7	11	17	9	non-cumulative
# Of Cal-fresh , SSI, or UEI Applications	1	0	3	4	3	2	non-cumulative
# Of healthcare referrals (includes IMDT refs)	4	3	3	2	2	2	non-cumulative
# Expired Registrations (Morris and Laguna, & Greater Seb. Area Parkers) .	27	15	21	24	10	1	non-cumulative

# Registrations renewed (WCCS funding reqs. submitted)	0	3	5	7	12	3	cumulative
other types of assistance (Zoom appts, other programs/services) ie taking people to court, etc	42	17	15	17	15	9	non-cumulative
# Of Volunteers hours (6 vol. x 4wks. x 4hr shifts)	324	95	156	176	150	40	non-cumulative
Community Engagement Mtgs (SAVS, WCHA, City Council, neighborhood meetings)	7	5	5	2	8	7	non-cumulative
# of new people who became un-housed in Sebastopol				5	8	5	non-cumulative
# of people who became un-housed in cities other than Sebastopol				1	4	7	non-cumulative

**Attachment 5: Ad Hoc Committee for the Unhoused Preliminary Proposal
March 15, 2022 City Council Meeting**

This Preliminary Proposal and Outcomes section can be considered final if the City Council elects to terminate the Ad Hoc Committee for the Unhoused, on March 31, 2022 as originally planned. If the City Council elects to continue the Ad Hoc Committee for the Unhoused, the Committee will update this report at the April 19, 2022 City Council meeting.

Note re Budget Impact of Proposals: The Ad Hoc Committee for the Unhoused does not have information regarding the budget impact of the proposals contained here. That information would be developed during the 2022-23 budget process, based on requests received from Department heads or from Individual City Councilmembers.

Needs to be Addressed by this Proposal, as Directed by the City Council:

- ✓ Sanitation and safety
- ✓ Mental health, medical, and social services
- ✓ Housing
- ✓ Safe Overnight Parking
- ✓ Law enforcement concerns
- ✓ Business concerns
- ✓ Community access to shared space

1. **Establish an RV Village- DONE!** Support the opening and operation of an RV Village. Move as many lived-in vehicles as is practical from Morris Street and environs into the Village, eliminating the impact on Morris Street and addressing the needs of that group of vehicular unhoused in a managed, humane manner. Note: Although the proposal has been met, it will be important for the City Council to continue to provide support to the RV Village as needed for its future success.

Benefits: Morris Street and environs are now available as shared public space for businesses, residents, and the community at large. Law enforcement burdens have been reduced. Services are being provided to the 18 lived-in vehicles formerly on Morris and adjoining streets. They receive a full array of services: sanitation, safety, mental health, medical, social services, and housing among others.

The request to reallocate funds will have the additional \$20K increase to expenditure in account 100.10.01-4890. In essence the amount issuing to SAVS in advance of receiving \$80,000 grant from the County will have a net zero impact. As indicated by CDC Interim Director Dave Kiff, County funds will be received before the end of the fiscal year. For the next fiscal year, the recommendations contained here will have a fiscal impact, but the total amount of that impact is uncertain at this time. The final amount will become clear during the Budget Process, which is just beginning now. It is recommended the City provide funding to SAVS for \$80,000 as a loan for repayment from SAVS to the City to be repaid no later than June 30, 2023. It would be recommended at that time that the City Council determine use of the \$80,000 upon repayment of funds.

Benefit: This extension would allow SAVS to provide the services it has contracted to provide, with a net zero impact on the City.

2. **Fund a Grant Writer to Monitor and Apply for Funding for City Projects for the Unhoused - NEW:** The Ad Hoc Committee for the Unhoused was tasked with determining potential government grant funds to cover the costs of the proposals presented to the City Council. While the Ad Hoc Committee agrees that the identification of funding sources is essential, the breadth of this task is more than the Ad Hoc Committee can handle effectively. The Ad Hoc Committee therefore recommends that the City Council support a proposal to fund a grant writer to monitor and apply for funding opportunities. The grant writer could be made available to multiple departments City-wide. The Ad Hoc Committee suggests that this item be considered as part of the 2022-23 budget process.

Benefit: A grant writer would be beneficial in tracking and applying for grants that would support a variety of City projects and initiatives, including those involving issues of the unhoused.

3. **Extend the Ad Hoc Committee to April 19, 2022:** This would allow the Ad Hoc Committee to hold the a Town Hall, as it was directed to do by the City Council. The Ad Hoc Committee has set a tentative date of Thursday April 14, 2022, at 6pm, via zoom for the Town Hall meeting.

Benefit: With the requested one-month extension, the Ad Hoc Committee for the Unhoused would be in a position to complete the one remaining task it was assigned: holding a Town Hall meeting.

4. **Support & Fund a Warming/Cooling Center Program – In the Works:** Coordinate with WCCS, SAVS, and other key parties and direct the Fire Chief to develop a policy and protocol to be followed when future incidents of cold or hot weather merit opening and operation of a cooling or warming center.

Benefit: A warming/cooling center protects the unhoused from severe weather rather than leaving them exposed, in the open without shelter, to the elements. It serves sanitation and safety needs as well as mental health, medical, and social services and housing needs. Providing this temporary managed shelter for the unhoused who would otherwise be outside without support benefits law enforcement, businesses, and the community at large.

5. **Renew the WCCS Contract for Services to the Unhoused – Continuing an Existing Successful Program:** Renew the contract with WCCS for next fiscal year, recognizing that the services of the WCCS Navigator have been instrumental in addressing the needs of the unhoused in Sebastopol, which has also served to benefit businesses, law enforcement, and the community at large.

Benefit: The contract with WCCS provides substantial benefits to Sebastopol’s unhoused, and therefore to Sebastopol community-wide. Specifically, it states that WCCS’s overall goal under the contract with Sebastopol is “to coordinate City-wide efforts (faith-based, non-profit, business, governmental and individuals), as well as provide hands-on services to people without homes in Greater Sebastopol.” Specific tasks are as follows:

- Refer people without homes to Coordinated Entry as appropriate
- Represent WCCS at relevant meetings
- Take leadership coordination role in homeless services
- Develop relationships with clients and connect them to services
- Develop citywide services matrix, including relevant county services, to inform both housed and unhoused communities as to what type and availability of services

- Increase citywide understanding of rules/laws around homelessness
- Partner with City staff and first responders in homeless response.
- Develop volunteer/civic engagement opportunities around homelessness
- Support Safe Parking efforts. Facilitate communication/collaboration between the safe parking programs offered by various churches and other institutions. Help facilitate communication regarding offers of safe parking to the unhoused.

Many of these services are delivered through the WCCS navigator who is assigned to Sebastopol's unhoused. She provides full time outreach services to all unhoused in the City limits. We have seen the benefits of these services at multiple times this past year. She was instrumental in sweeps of the Laguna and in addressing issues that arose on Morris and adjoining streets. The navigator provides access to social services, medical care, mental health services, and housing and shelter options. In the effort to address the encampment on Morris Street, she assisted most if not all of the RV dwellers in repairing their vehicles, getting them registered, and taking care of other details needed to qualify them for the RV Village, prevent them from being towed, and generally provide them with opportunities. Now that the Village is open and operational, she continues to serve clients there, but also is now able to attend to the many remaining who are in need of services in Sebastopol.

Support & Fund Safe Overnight Parking – In the Works: Continue to work with WCCS to expand the current program at Community Church, to other lots, in order to increase the available safe overnight parking spots in Sebastopol from 5 to 15.

Benefit: Safe overnight parking is a night-time location for those living in cars and similarly sized vehicles to park. The church or other private owner of the parking lot operates the program, selects “parkers” and assigns parking places to each. They are allowed to park in the lot during designated hours. A volunteer parking lot monitor drives through once each night. Indoor restroom facilities or a porta-pottie are made available. The benefits to the vehicular unhoused are many: they have their sanitation and safety needs met, and because they are in one spot each night it allows a point of contact for the WCCS navigation outreach worker Jennifer Lake to connect the parkers with mental health, medical, and social services. As with other services to the unhoused, there are substantial benefits to law enforcement, businesses, and the community at large in having the parkers safely located at a designated parking spot rather than parking in other, less safe, and perhaps more intrusive locations in town.

Support the possible addition of oversight of the warming/cooling center oversight as a WCCS service to be added in the contract renewal, subject to staff input and suggestions.

Benefit: Given WCCS's understanding of the needs of Sebastopol's unhoused, WCCS would be a very effective entity for oversight of this program.

6. **Support & Fund Park Village – Continuing an Existing Program:** Continue to support Park Village, which provides housing alternatives to the Sebastopol unhoused without regard to ability to pay.

Benefit: Park Village provides much needed housing for the unhoused. This includes 8 RVs and 2 newly remodeled 2-bedroom apartments that are made available without regard to ability to pay, plus two RV pads that are rented at very low rates. WCCS provides within the contract a case manager and a property manager, both of whom serve the needs of all who are in the RV Park,

including those in the 12 units already mentioned, plus 18 RV pads offered at market rates that are affordable to the very low and extremely low income families who are the communities residents.

7. **Continue Exploration of Mental Health Resources to Meet City Needs.** Our police chief expects to finalize a plan to provide these services to Sebastopol by mid-2023. There will be associated costs. The Ad Hoc Committee expects the Police Chief will provide the Council with a funding request. The Ad Hoc Committee recommends that Staff provide the City Council with an informational report, in order to allow the City Council to provide direction from a policy perspective.

Benefit: A mental health response team provides trained intervention and support to address mental health issues. It's particularly helpful to law enforcement and is very effective in facilitating positive outcomes with the unhoused. It serves mental health, medical, and social service needs as well as the needs of law enforcement, businesses, and the community at large.

- a. **Encourage continuing use of County MST and IMDT services.** Encourage the Police Dept, as well as WCCS, SAVS, and advocates for the unhoused to continue engaging the services of MST and IMDT, as well as other County support groups, to benefit Sebastopol's unhoused population, recognizing that serving the needs of the unhoused also benefits our businesses, law enforcement, and the community at large.

Benefit: These are County services that are available to provide supportive assistance for our local needs.

8. **Provide & Fund Porta-Potties, Hand-Washing Stations, Trash Bins as Needed – Continuing an Existing Program:** Reassess the need for this support after the full effect of the opening of the RV Village and the implementation of parking changes has been felt. Continue these sanitation services for the unhoused in locations they are most needed. Consider moving some porta potties/hand washing stations to support safe overnight parking locations, as requested by churches WCCS, or others.

Benefit: Porta-potties and hand-washing stations address the sanitation needs that are inherent in an encampment such as the one that became established on Morris and adjoining streets. Without these services, as our Public Works Department and local businesses, visitors, and residents discovered, human feces are left in the Laguna, on sidewalks, in trash cans, and elsewhere. This is an essential sanitation need.

9. **Identify a staff lead to oversee issues related to the unhoused, and to interface with service providers, the City Council, and others as needed.** It has become clear to the Ad Hoc Committee for the Unhoused that there is a need for a lead within the staff to facilitate the continuing issues that arise regarding the unhoused.

Benefit: Having a designated staff member as the lead for issues related to the unhoused would streamline the handling of these issues and ensure smooth coordination among and between services providers, the City Council, and others.

10. **Appoint a Council Liaison to Service Providers for the Unhoused** (including but not limited to SAVS/Horizon Shine, WCCS, CDC/Elderberry Commons): This liaison would be tasked with representing the City Council in a variety of ways as described below, reporting back to the City Council every two months, and ensuring action items are placed on the Council agenda as needed.

Tasks would include the following:(1) Participate in the SAVS Community Advisory Committee, (2) Assist City Staff as needed in monitoring the SAVS Contractual Rules and Agreement, (3) Continue Coordination with Stakeholders, (4) Act as a Resource for Safe Overnight Parking, (5) Monitor Developments at Elderberry Commons, and (6) Provide Needed Follow-Up on Pending Ad Hoc Committee Proposals not fully completed upon termination of the Committee by the City Council.

Benefit: The Council Liaison to Service Providers for the Unhoused would provide a needed conduit of information between the City Council and service providers.

- a. **Make appointments to Continuum of Care Board as Openings become available.** Currently, Councilmember Una Glass holds this appointment. The Ad Hoc Committee for the Unhoused is hopeful that the City Council will continue to make future appointments to the Continuum of Care a priority.

Benefit: The Ad Hoc Committee believes that continuing representation on the Continuum of Care Board is essential to the City's ability to address issues related to the unhoused.

11. **Create of a new Ad Hoc RV Village Property Search Committee**, to last until November 1, and to be tasked with the narrow assignment of assisting SAVS in identifying a viable option for a future relocation site for the lived-in vehicles currently housed temporarily at Horizon Shine. This is particularly important given that the RV Village operated by SAVS is temporary and is under contract at the 845 Gravenstein Highway North location only through December of 2022.

Benefit: The RV Village has addressed a priority goal for the City Council. Providing assistance to SAVS in its efforts to plan ahead for the identification of a replacement option for Horizon Shine would continue to achieve that goal.

**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.

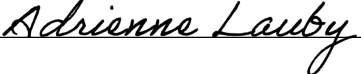
- h. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 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



**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.

Agenda Item Number: 17

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

Agenda Item Number: 17

SONOMA CITY COUNCIL MEETING PACKET of: March 15, 2022

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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

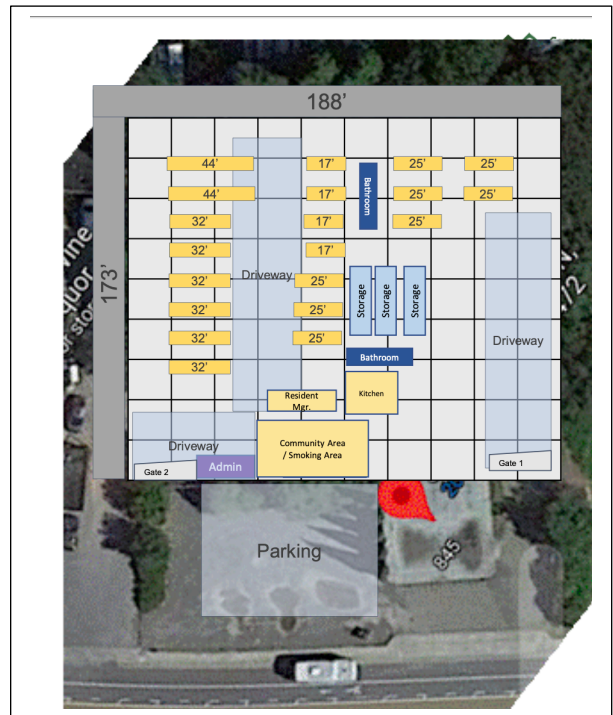


EXHIBIT C: INSURANCE REQUIREMENTS

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.

The Sonoma County Community Development Commission (SCCDC):

- Federal CDBG Public Services and ESG Funding Programs
- State ESG Funding Program
- Low- and Moderate-Income Housing Asset Fund (LMIHAF-Services)
- Community Services Funding (CSF) Program
- Winter Shelter Expansion Grants Programs

One Time funds

- California Emergency Solutions & Housing Program (CESH)
- State Homeless Emergency Aid Program (HEAP)*
- Sonoma Valley Homeless Initiative Funding
- Partnership HealthPlan of California Housing Innovation Grants
- *The Homeless Emergency Aid Program (HEAP), may be used for capital improvements serving homeless persons. All capital improvements require the jurisdiction in which the project is located to pass an emergency “shelter crisis” declaration. The required resolution format is posted below. An application addendum will be required for HEAP Capital Projects.

Continuum of Care

Community Foundation Sonoma County