

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 4/3/2023 Contract Expiration Date (if applicable): _____
 \$ Amount (Not to Exceed): \$0.00 Adjusted \$ Amount (+/-): \$0.00
 Other Party: Safe Ground Sacramento, Inc.
 Project Title: Legal Services Agreement: Safe Parking Shelter
 Project #: _____ Bid/RFQ/RFP #: _____
 City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: City Attorney Project Manager: Susana Alcala Wood
 Contract Coordinator: Jenny Beck Email: jmanzerbeck@cityofsacramento.org

Department Review and Routing

Accounting:	<u>wkghus</u>	_____
	(Signature)	(Date)
Supervisor:	<u>wkghus</u>	_____
	(Signature)	(Date)
Division Manager:	<u>wkghus</u>	_____
	(Signature)	(Date)
Other:	<u>wkghus</u>	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

GROUND LEASE AGREEMENT
2225 Colfax Street
(APN 275-0072-002-0000)

THIS GROUND LEASE AGREEMENT ("Lease") is executed at Sacramento, California, on _____, 2023 ("Execution Date") between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Safe Ground Sacramento, Inc., a California non-profit tax exempt corporation ("Lessee"), which are referred to individually as "Party" and collectively as "Parties."

Background

- A. City owns the vacant, unimproved parcel at 2225 Colfax Street, Sacramento, California 95815, referred to as Sacramento County Recorder's Office, Assessor's Parcel Number (APN) 275-0072-002, which is approximately ±2.3 acres (the "Premises"). City desires to lease this land to Lessee to be used as a Safe Parking Shelter in accordance with the terms and conditions of this Lease.
- B. According to the 2022 Sacramento County Point-in-Time ("PIT") Report, at any point in time, 4,444 individuals within the city are experiencing unsheltered homelessness. This population includes veterans, women, children, individuals with disabilities, senior citizens, and other vulnerable groups.
- C. The Sacramento City Council has heard extensive testimony and been provided extensive data on the deleterious impacts of homelessness on individuals that lack shelter and the community at large. Unauthorized camps exist throughout the city. Many of these camps are unsanitary and vulnerable to theft, crime, and extreme weather conditions. These conditions threaten the physical and mental health of the individuals living in these camps.
- D. To alleviate some of these conditions, on August 10, 2021, the City Council adopted the Comprehensive Siting Plan to Address Homelessness (the "Plan"). (Resolution 2021-0251.) Per the Plan, the Premises was a potential location for 25 Tiny Homes. However, the Premises is subject to land use conditions by the Central Valley Regional Water Quality Control Board ("Water Board") which limits the use of the Premises. On January 13, 2022, the Water Board issued a variance with additional conditions to the City which allows the use of the Premises as a Safe Parking Shelter. A Safe Parking Shelter is a parking lot that allows individuals living in their vehicles to park overnight. A copy of the Water Board's January 13, 2022 variance letter is attached hereto as "Exhibit 1" and is incorporated by reference herein as if set out in full.
- E. Included as part of the Plan is the Council directive that the City Manager prepare a Good Neighbor policy document for each site using the template and examples included in the Comprehensive Siting Plan in consultation with the Councilmember for the District, persons with lived experience, the unhoused, services provider(s), and the

neighboring residents and businesses.

- F. City Resolution No. 2021- 0251 which evidences the City Council’s adoption of the Plan, included delegation of authority to the City Manager to begin implementation of the Plan immediately and to take all steps necessary to allow efficiency housing to be installed immediately on identified sites. The City Manager (or designee) has the authority to execute this Lease without further City Council action under City Code Section 3.04.010(A).
- G. On February 17, 2022, the Water Board issued a warning letter to the City on complying with the January 13, 2022 variance letter. A copy of the Water Board’s February 17, 2022 letter is attached hereto as “Exhibit 2” and is incorporated by reference herein as if set out in full.
- H. On or about October 5, 2022, individuals experiencing homelessness began residing at the Premises. Since then, the City’s Department of Community Response has conducted numerous outreach engagements and provided notice of the Water Board’s restrictions and the dangers at the Premises to the persons residing there.
- I. Subsequently, Lessee contacted the City and proposed to operate a Safe Parking Shelter at the Premises that will be compliant with the Water Board’s variance conditions and City conditions for a limited duration to transition the guests to more stable and safe housing options. The Safe Parking Shelter will allow the occupation of up to 33 trailers and vehicle parking spaces and potentially more spaces to be determined by the Sacramento Fire Department Fire Marshal (see Paragraph 8(g) further below).
- J. Lessee is a California non-profit, tax-exempt organization that has demonstrated an understanding of the needs of those experiencing unsheltered homelessness in the City and a dedication to the pursuit of safe communities in which unsheltered households can find safety and stability, while also addressing their barriers to housing. Lessee has also demonstrated that its approach with individuals experiencing homelessness is trauma-informed and includes harm -reduction practices.
- K. On January 11, 2022, City Council made necessary findings and declared a Shelter Crisis pursuant to Government Code section 8698.2. (Resolution No. 2022-0017.) Pursuant to Government Code section 8698.4(a)(4), use of the Premises for purposes of a Safe Parking Shelter is exempt from the California Environmental Quality Act (CEQA).
- L. Both the City and Lessee desire to find more stable housing options for the current residents at the Premises. In assistance to Lessee’s operation of a Safe Parking Shelter at the Premises, the City will provide up to 20 trailers and will install privacy fencing material for the Lessee’s use on the Premises. Further, the City, along with County partners, will continue to work with the current residents at the Premises.
- M. Leasing the Premises to Lessee for use as a Safe Parking Shelter promotes the City’s goals to remediate homelessness and is consistent with the City’s 2035 General Plan.

The general plan designation for the Premises is Employment Center Low Rise. This designation allows for residential uses and for compatible public, quasi-public, and special uses. According to the General Plan, Public and Quasi-Public land uses provide for governmental, utility, institutional, educational, cultural, religious, and social facilities and services that are located and designed to complement Sacramento's neighborhoods, centers, and corridors and to minimize incompatibility with neighborhoods and other sensitive uses (Goal LU 8.1). Use of the Premises as a temporary Safe Parking shelter facility is consistent with the General Plan designation.

NOW, THEREFORE, in consideration of the foregoing Background information and the mutual commitments as hereinafter set forth, the Parties enter into this Lease for the purpose of establishing each Party's rights and obligations with regard to the occupancy, use and maintenance of the Premises as follows:

Agreement

1. **DESCRIPTION OF PREMISES.** The City leases to Lessee, and Lessee leases from City, on the terms and conditions set forth below, the "Premises" situated in the City of Sacramento, County of Sacramento, State of California, described as being a ±2.3 acre parcel of vacant land located at 2225 Colfax Street, Sacramento, California 95815 (APN: 275-0072-002). The legal description of the Premises is more fully set out in **Exhibit 3**. The Premises shall also be commonly referred to as "Camp Resolution".

2. **TERM.** This Lease shall be effective as of the Execution Date, which date shall be known as the "Lease Commencement Date." The length of this Lease shall extend for 120-days from the Execution Date and shall be automatically renewed for an additional 120 days or until all residents have been placed in individual, permanent durable housing. The parties acknowledge that the lease may be terminated by the City during the term upon 15 days' written notice for substantial breach of the provisions of this lease but only after written notice which sets forth the facts which constitute the substantial breach, the opportunity to cure the breach, and an appeal process by a neutral fact finder. The Lessee may terminate this lease if it becomes impossible for it to comply with the provisions of this lease.

3. **SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease, Lessee shall peaceably vacate the Premises and deliver the Premises, vacant of all guests to City. All City-owned property (including provided trailers) must be returned in the same condition as upon the Lease Commencement Date (Section 2 above), normal wear and tear excluded. Within 15 days of any expiration or termination of this Lease, Lessee shall remove, at its own expense, any of its property on the Premises. If Lessee fails to remove said items within the 15-day period, Lessee will lose all right, title and interest in and to said items, and City may elect to keep same upon the Premises or to sell, remove or demolish them.

4. **DEVELOPMENT AND OCCUPANCY.** Lessee accepts the Premises in its "as is" condition as of the Lease Commencement Date. As of the Lease Commencement Date, Lessee shall assume liability for the possession, development, operation, and maintenance of the Premises as a Safe Parking Shelter. Lessee agrees to comply with all variance land use

conditions from the Water Board (**Exhibit 1**). Lessee agrees to comply with the site plan prepared by the City's Department of Public Works which is attached hereto as "**Exhibit 4.**"

5. **RENT.** No rent shall be owed as long as Lessee develops, operates and maintains the Premises as a Safe Parking Shelter and complies with the use restrictions as set forth in **Section 3** (above) and **Section 6** (below).

6. **UTILITIES AND SERVICES.** Lessee shall arrange and pay for all utilities required for operation and maintenance of the Premises. City shall provide for garbage collection, and clean and maintain any adjacent public rights- of-way, including sidewalks. Police services will also be provided in the same manner as police services are provided throughout the City.

7. **USE.** The Premises are leased to the Lessee for the purpose of operating a Safe Parking Shelter that will provide a safe location for individuals experiencing homeless to temporarily reside in vehicles. Lessee understands that the Premises can accommodate vehicles in 33 spaces including up to 33 trailers to be provided by the city and sufficient vehicles in the remaining spaces to provide shelter to accommodate all of the persons currently presently on the property. Lessee shall not use, or allow the use, of the Premises for any other purpose without the City's prior written consent.

8. **OPERATIONS AND GOOD NEIGHBOR POLICY.** Concurrently with the commencement of the lease, but no later than 30 days after the Lease Commencement Date Lessee shall submit an Operations Plan to City for approval, which approval shall not be unreasonably withheld. The Operations Plan shall be developed by a process which includes the formal participation, input and approval of all parties, including the residents. The parties agree that they will respect constitutional and statutory rights belonging to the residents. Should all or any part of the proposed Operations Plan not be approved, the City, Lessee and the residents agree to meet and confer in a good faith effort to modify or otherwise resolve any disapproved elements of the Plan. A copy of the Operations Plan shall be attached as **Exhibit 5** once that plan is approved by the City. Lessee shall be responsible to properly manage the Safe Parking Shelter program at the Premises in accordance with the Operations Plan approved by the City. The Operations Plan must include the following:

- a. A list of guests residing at the Premises as of the Lease Commencement Date ("current guests");
- b. Application of the HMIS system. Rules addressing restrictions regarding individuals who are not current guests to live at the Premises.
- c. Rules on how Lessee may operate a waitlist for any spaces as they become available, including a written and signed notice that Safe Parking Shelter is temporary and will terminate on a specified date, unless the lease is renewed beyond that date.
- d. The Operations Plan shall limit the number of visitors and the time for visitation so that use of the Premises will not create a nuisance for the neighbors;
- e. The Operations Plan will identify which organizations, or Lessee, will provide services to the guests and/or Premises, including food, medical, custodian,

personal storage, maintenance of vehicles and/or trailers, and maintenance of the landscaping and all exterior areas of the Premises;

- f. A policy on how Lessee will cooperate and comply with the Sacramento Fire Department Fire Marshal on ensuring that placement of vehicles, trailers and other items is within compliance of Sacramento City Code Chapter 15.36 (California Fire Code) and the site plan (**Exhibit 4**).
- g. Operations policies and procedures on how Lessee shall also be collaborative in nature, welcoming participation and support from other community service providers including the City's Department of Community Response and County of Sacramento partners in efforts to provide outreach, resources and services to those residing at the Premises; and
- h. The Parties agree to comply, generally, with the terms of the City's Good Neighbor Policy as it is made specifically applicable to this site. The template is attached hereto as **Exhibit 6**. Once the policy for the Premises is approved by the City, it shall be attached as a replacement to **Exhibit 6**.

9. NO WARRANTIES BY THE CITY.

A. Lessee acknowledges that the Premises is provided to Lessee in its "as-is, with all faults" condition. In addition, Lessee acknowledges and agrees that the City has not and does not hereby make any representation or warranty of any kind concerning the Premises, including the suitability of the Premises for Lessee's intended use, presence of any Hazardous Substances as defined in Section 8(B) (immediately below), compliance with laws related to Hazardous Substances, or any other statutes, ordinances, rules or regulations, or the certainty of obtaining any land use entitlements. Lessee understands and agrees that any responsibility to obtain land use entitlements, and the cost thereof, is solely the responsibility of Lessee, and the City makes no commitment or representation with respect thereto, and reserves all of its land use authority and discretion in reviewing any application for such entitlements. Lessee represents and warrants that it has independently made a full and thorough investigation and examination of the Premises and that it is entering into this Lease relying only upon facts ascertained from said independent investigation.

B. As used in this Lease, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Premises will be governed by the release of liability provisions of Section 17 and indemnity provisions of Section 18 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by the City.

10. ACKNOWLEDGEMENT OF POTENTIAL FOR HAZARDOUS SUBSTANCES. In addition to the foregoing, Lessee specifically acknowledges it is aware the Premises has benzene, trichloroethene (TCE), and tetrachloroethene (PCE) above concentrations that may pose a residential indoor air human health risk as identified, and subject to land use conditions, by the

Water Board (**Exhibit 1**). Lessee specifically elects to proceed with this Agreement and will release and indemnify the City for any liability resulting from Hazardous Substances on the Premises pursuant to Sections 17 and 18, below, respectively.

Lessee's initials: 

11. PREVAILING WAGES. Under Labor Code Section 1720, when a government agency provides a subsidy for a development project, the entity undertaking construction of the project is required to pay prevailing wages for the construction contract laborers. The provision of City land at no cost would be considered a public subsidy. However, CA Labor Code Section 1720 (c)(5)(D): provides as follows:

“(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to this chapter if one or more of the following conditions are met: ...

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, and architectural and engineering services.” (emphasis added)

It is Lessee's sole responsibility to ensure compliance with California Labor Code Section 1720 et seq. Lessee shall indemnify, hold harmless, and defend the City from all additional wages, benefits, fees, damages, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from Lessee's or its general contractor's improper application of California's prevailing wage laws to the development of the Premises.

12. TAXES AND ASSESSMENTS. Lessee shall pay to the County of Sacramento all possessory interest tax (pursuant to Section 107.6 of the California Revenue and Taxation Code) and personal property tax, as required by the County Assessor's Office, which may be levied against the Premises.

13. HOLDOVER. If Lessee shall for any reason holdover beyond the Term with City's consent, express or implied, such holding over shall not be a renewal of this Lease but shall be a month-to-month tenancy subject to the terms and conditions of this Lease or subject to such other terms as City may specify.

14. WASTE/NUISANCE. Lessee shall, at its sole cost, keep and maintain the Premises in a safe, clean, sanitary, orderly and attractive condition. Lessee shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the adjacent properties by their respective owners.

15. MAINTENANCE OF THE PREMISES. After improvement of the Premises as a Safe Parking Shelter location, Lessee shall maintain the Premises in the usual and ordinary operation of Lessee's business in accordance with the site plan (**Exhibit 4**) and operations plan (**Exhibit 5**). City shall have no maintenance responsibilities for the Premises.

16. NONDISCRIMINATION. Lessee agrees that in operation of the Premises, no discrimination, distinction, or restriction shall be made on account of a person's sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, citizenship, primary language, immigration status, or a person's genetic information in accordance with California Civil Code Section 51, which is incorporated in this Lease by this reference, or any other applicable federal, state, or local law prohibiting discrimination.

17. COMPLIANCE WITH LAWS. Lessee shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal laws, including Residential Code Appendix X, and California Building Code Appendix O, and regulations currently in effect and as such requirements may change in the future which pertain to Lessee's use and occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether City is a party thereto or not, that Lessee has violated any federal, state or local statute, ordinance or regulation in its use or operation of the Premises shall be conclusive of the fact as between City and Lessee.

Lessee represents, warrants, and covenants that Lessee will remain in compliance with all applicable local, state and federal laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment (collectively the "Environmental Laws"), and that Lessee will not permit to occur any release, generation, storage, disposal or treatment of any hazardous material as that term is defined in any of the Environmental Laws. Lessee shall immediately notify City of any release, generation, storage, disposal or treatment in violation of the Environmental Laws and Lessee shall take such necessary remediation measures at Lessee's sole cost and expense to the complete satisfaction of City. Lessee shall immediately notify City of any complaints, citations, inquires or notices from any governmental entity relating to compliance with Environmental Laws. Lessee represents, warrants and covenants that it has or will obtain all governmental permits relating to its use and operation of the Premises as required by applicable Environmental Laws, and that such permits will remain in effect and Lessee will comply with all of the permit requirements during the Term.

18. RELEASE OF LIABILITY. Lessee shall release and hold the City harmless for loss of or damage to property and equipment, or personal injury, of Lessee and its officers, employees, agents, contractors, subcontractors, invitees, volunteers, and others acting under its or their authority while such individuals, property or equipment is in or on the Premises, except where such loss of or damage to property and equipment, or personal injury, results from the sole negligence or willful misconduct of the City and its officials, employees, agents or volunteers. Lessee and its officers, employees, agents, contractors, subcontractors, invitees, volunteers, and others acting under its or their authority have inspected the Premises or will inspect the

Premises prior to commencement of any work under this Lease and represent to the City that: (a) they accept the Premises in its present condition; (b) they will make the Premises safe for any activity under their care and control on the Premises, whether or not permitted activities; and (c) the City is not and shall not be obligated to make the Premises safe or suitable for use by Lessee or for anyone on the Premises at the invitation or sufferance of Lessee, or otherwise to prepare the Premises or access to the Premises in any manner whatsoever. The City does not assume, by this Lease or otherwise, any responsibility for, or to protect against, personal injury suffered, or any loss, damage, theft or vandalism of any property or material which may be placed on the Premises by Lessee or its officers, employees, agents, contractors, subcontractors, invitees, volunteers, and others acting under its or their authority.

19. INDEMNITY. This Lease is made upon the express condition that Lessee shall defend, indemnify and hold harmless City and its officers, employees and agents from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities arise out of or are in any way connected with Lessee's and its employees, agents, invitees, and contractors and sublessee's use and occupancy of the Premises and performance of its rights and obligations under this Lease, whether or not such Liabilities are caused in part by City or its officers, employees or agents; provided, however, that the foregoing indemnity does not apply to the extent Liabilities arise from the negligence or willful misconduct of City and its officers, employees or agents. This indemnity provision shall survive the termination or expiration of this Lease.

20. INSURANCE REQUIREMENTS.

(a) During the duration of this Lease, Lessee shall make good faith and diligent efforts in obtaining General Liability Insurance as follows:

- (i) The amount of the policy shall not be less than Two Million Dollars (\$2,000,000), Single Limit Per Occurrence, issued by an admitted insurer, or insurers, as defined by the California Insurance Code.
- (ii) The policy shall include coverage for premises, operations, products and completed operations and contractual liability for the term of the policy.
- (iii) The policy shall also include a fire legal liability limit of \$250,000 per occurrence.
- (iv) The policy shall provide that the City of Sacramento, its officers, employees, and agents are to be named as "additional insureds."
- (v) The policy shall stipulate that this insurance will operate as primary

insurance and that no other insurance held by City or other named insured will be called on to contribute to a loss covered thereunder.

- (vi) The policy shall be placed with an insurer with a Bests' rating of not less than A.V.
 - (vii) City shall be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
- (b) In lieu of Paragraph 20(a) immediately above, Lessee shall have every guest sign a general waiver of liability. A copy of the waiver of liability is attached hereto as **Exhibit 7**. Lessee shall also sign an agreement not to file or pursue claim or lawsuit against the City. A copy of the signed agreement not to file or pursue claim or lawsuit against the City shall be attached as **Exhibit 8** once signed by Lessee.
- (c) Lessee shall report to the City Attorney at least every 30-days on status on obtaining insurance in accordance with Paragraph 20(a) above.

21. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. In the event of a partial or complete destruction of the improvements on the Premises during the Term, from any cause for which City may be responsible to repair according to the provisions of Civil Code Section 1929, is hereby waived by Lessee.

22. NO ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, or any interest, right or obligation under this Lease, to any person or entity. Any such assignment or subletting without the City's express written consent shall be void and City shall have the right to terminate this Lease without any liability to Lessee. This Lease shall not be assignable to Lessee's lender or anyone holding a security interest in the personal property located at the Premises, or by operation of law, without the prior written consent of City. City may withhold its approval of any assignment or subletting of this Lease by Lessee in City's sole and absolute discretion.

23. MECHANICS LIENS. Lessee shall pay in full all persons and entities who perform labor or provide materials for the work to be performed by Lessee at the Premises and shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to be enforced against City's property for such work or materials. Lessee shall indemnify and hold harmless City from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or arising from such work done, labor performed, or materials furnished.

24. INSOLVENCY/RECEIVER. In the event of (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Lessee.

25. TERMINATION, BREACH AND CITY REMEDIES. If Lessee fails to develop the

Premises as a Safe Parking shelter within a reasonable period of time, or discontinues use of the Premises for its operations, City may terminate this Lease without any liability to Lessee. If Lessee violates any material term of this Lease, City may issue a written notice to Lessee which specifies the nature of the violation and the obligation to cure the breach within the period set forth in the notice. The cure period established by City shall be a reasonable period of time for Lessee to cure a non-monetary breach. If Lessee fails to cure the breach, City shall have the right to recover from Lessee any costs, expenses or damages under City's right to indemnification against liability arising from or related to Lessee's acts or omissions occurring prior to termination of this Lease, the costs for removal of mechanic's liens or other liens, and the failure of Lessee to comply with other obligations and requirements as set forth in this Lease.

26. NOTICES. Any and all notices or demands by or from either Party shall be in writing and served either personally or by mail. If served personally, service shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, or if by certified mail, return receipt requested.

Any notice or demand to City or Lessee may be given to:

CITY:
City of Sacramento
Public Works Department
Attn: Director
915 I Street, 2nd Floor
Sacramento, CA 95814

LESSEE:
Safe Ground Sacramento, Inc.
Attn: Executive Director, Mark E. Merin
1010 F Street, Suite 300
Sacramento, CA 95814

Any Party may change the address for notice by giving written notice to the other party as set forth above.

27. WAIVER. The waiver by a Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

28. BINDING ON SUCCESSORS. The covenants and conditions in this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of Lessee.

29. NO JOINT VENTURE. The Parties to this Lease do not constitute a joint venture, partnership or association other than that of City and tenant pursuant to this Lease. In no event shall this Lease be construed as creating a legal partnership, employment or agency/principal

relationship.

30. DUTIES AND RESPONSIBILITIES. All duties and responsibilities under this Lease shall be the sole and exclusive benefit and burden of Lessee, City and the residents and not for the benefit of any other party.

31. TIME. Time is of the essence in the performance of Lessee's obligations under this Lease.

32. EXCUSABLE DELAYS. If the performance of any act required by this Lease to be performed by either Party is prevented or delayed by reason of an act of God, public health emergency, strike, lockout, labor troubles, inability to secure materials or permits, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the Party required to perform the act; the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

33. NO WARRANTIES BY CITY. City makes no representation or warranty of any kind, express or implied, as to the suitability of the Premises for Lessee's specified use. Lessee represents and warrants that it has independently made a full and thorough investigation and examination of the Premises and that it is entering this Lease relying only upon facts ascertained from said independent investigation.

34. VENUE AND ALTERNATIVE DISPUTE RESOLUTION. The parties agree to submit any disputes arising under this Lease to a court of competent jurisdiction located in Sacramento, California. Nothing in this Lease shall be construed to prohibit the parties from engaging in alternative dispute resolution processes prior to initiating legal proceedings, including, without limitation, mediation and arbitration, upon the discretion and mutual consent of the parties.

35. APPLICABLE LAW. The Lease was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California.

36. SEVERABILITY. If any term or provision of this Lease, or the application of any term or provision to any person or circumstance, is held to be invalid or unenforceable, or is found to be prohibited by law; the remainder of this Lease and the application of any term or provision to any person or circumstance (other than those provisions or applications which were held invalid, unenforceable, or prohibited) shall not be affected and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37. CAPTIONS. The title or headings to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

38. COUNTERPARTS; FACSIMILE/PDF SIGNATURES. This Lease may be executed in

multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. An electronic or pdf signature shall be deemed an original signature.

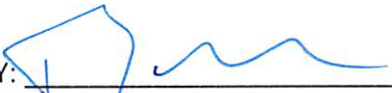
39. ENTIRE AGREEMENT; MODIFICATION. The Parties have each carefully reviewed this Lease and have agreed to each term in this Lease. No ambiguity shall be presumed to be construed against either Party. This Lease contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the parties. No waiver, alteration, modification, or amendment of this Lease shall be valid unless made in writing and signed by the Parties.

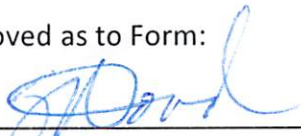
40. AUTHORITY. Each of the signatories to this Lease represents that he/she is authorized to sign the Lease on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Lease.


[signature page follows]

IN WITNESS WHEREOF, City and Lessee have entered into this Lease on the last date set forth above.

CITY:
CITY OF SACRAMENTO

BY: 
Ryan Moore, Director
Department of Public Works
For: Howard Chan, City Manager

Approved as to Form:
BY: 
City Attorney

Attest:
BY: 
Assistant City Clerk


LESSEE:
SAFE GROUND SACRAMENTO, INC.
BY: 
Mark E. Merin
Executive Director

EXHIBIT 1

CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD VARIANCE LETTER



Central Valley Regional Water Quality Control Board

13 January 2022

Mr. James Christensen
City of Sacramento – Department of Public Works
5730 24th Street, Building 4
Sacramento, CA 95822

**Variance to Land Use Covenant, Colfax Yard (T0606700685),
2225 Colfax Street, Sacramento, Sacramento County**

Dear Mr. Christensen,

On 15 June 2017, the City of Sacramento (the City) recorded a Land Use Covenant (LUC) to the deed of its property at 2225 Colfax Street in Sacramento (Site). The LUC was assigned Sacramento County Recorder's Office Document no. 201706150985. The LUC is a condition of the Colfax Yard petroleum release case closure.¹ In a letter dated 14 October 2021, the City requested a variance to sections 4.1b, 4.1c, and 4.1d of the LUC. This document describes the variance conditions, applicability, and supporting data.

Variance

The Executive Officer of the Central Valley Regional Water Quality Control Board (Central Valley Water Board) grants a variance to the LUC sections 4.1b, 4.1c, and 4.1d for the following property use, as requested by the City:

1. The City can use the Site to host up to 50 vehicles for occupancy by unhoused people. This use is known as "Safe Parking."
2. The City can install an office trailer, in which case managers for the Safe Parking program can work.
3. To accommodate the City's request for a one- to two-year Safe Parking program, this variance will end on **1 June 2024**.
4. The City proposed that the Site will be fenced in, secured, and staffed 24 hours a day. Fencing must enclose the entire property. All resident use of the property is

¹ More information about the Colfax Yard petroleum release case may found on the State Water Resources Control Board's GeoTracker database, at the following link:
https://geotracker.waterboards.ca.gov/profile_report?global_id=T0606700685.

DENISE KADARA, ACTING CHAIR | PATRICK PULUPA, EXECUTIVE OFFICER

EXHIBIT 2

CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD WARNING LETTER



Central Valley Regional Water Quality Control Board

17 February 2022

Mr. James Christensen
City of Sacramento – Department of Public Works
5730 24th Street, Building 4
Sacramento, CA 95822

***FEBRUARY 2022 SITE INSPECTION, COLFAX YARD (T0606700685),
2225 COLFAX STREET, SACRAMENTO, SACRAMENTO COUNTY***

Dear Mr. Christensen,

On 13 January 2022, the Executive Officer of the Central Valley Regional Water Quality Control Board (Central Valley Water Board) issued a variance to the land use covenant restricting uses of the Colfax Yard property at 2225 Colfax Street in Sacramento (Site). The variance details terms and conditions for use of the Site property for Safe Parking.

On 8 February 2022, Central Valley Water Board staff visited the Site to inspect current conditions. As of 8 February 2022, the City has not implemented the terms and conditions for land use specified in the Variance. The property has not been fully fenced, there are campers and vehicles parked on the unpaved portion of the property, and there are tents.

On 10 February 2022, we spoke on the phone and discussed the status of implementation of the City's plan to utilize the Site property for Safe Parking.


Based on the Site inspection and our phone conversation, Central Valley Water Board staff has the following comments:

1. The terms and conditions for land use under the variance must be implemented by **20 March 2022**.
2. By **5 March 2022**, please submit a diagram or diagrams and detailed information on the proposed Safe Parking project's layout.

DENISE KADARA, ACTING CHAIR | PATRICK PULUPA, EXECUTIVE OFFICER

If you have any questions or concerns regarding this letter, please contact Vera Fischer at (916) 464-4792 or vera.fischer@waterboards.ca.gov.

Sincerely,



Vera Fischer, P.G.
Engineering Geologist



Galvin Kauffman, P.G.
Senior Engineering Geologist

EXHIBIT 3

LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION
PAGE 1 OF 1

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 25 AND 26, AS SHOWN ON THE MAP OF THE NORTH SACRAMENTO SUBDIVISION NO. 9, IN BOOK 15, OF RECORD MAPS, PAGE 2, FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF TRACTION AVENUE, BARSTOW STREET (FORMERLY BIRCH AVENUE) AND THE ALLEY IN SAID BLOCK 26 OF SAID MAP, ABANDONED PER CITY OF SACRAMENTO RESOLUTION 2007-940 AS DESCRIBED IN BOOK 20161020, OFFICIAL RECORDS, PAGE 504, FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, FURTHER DESCRIBED AS FOLLOWS:

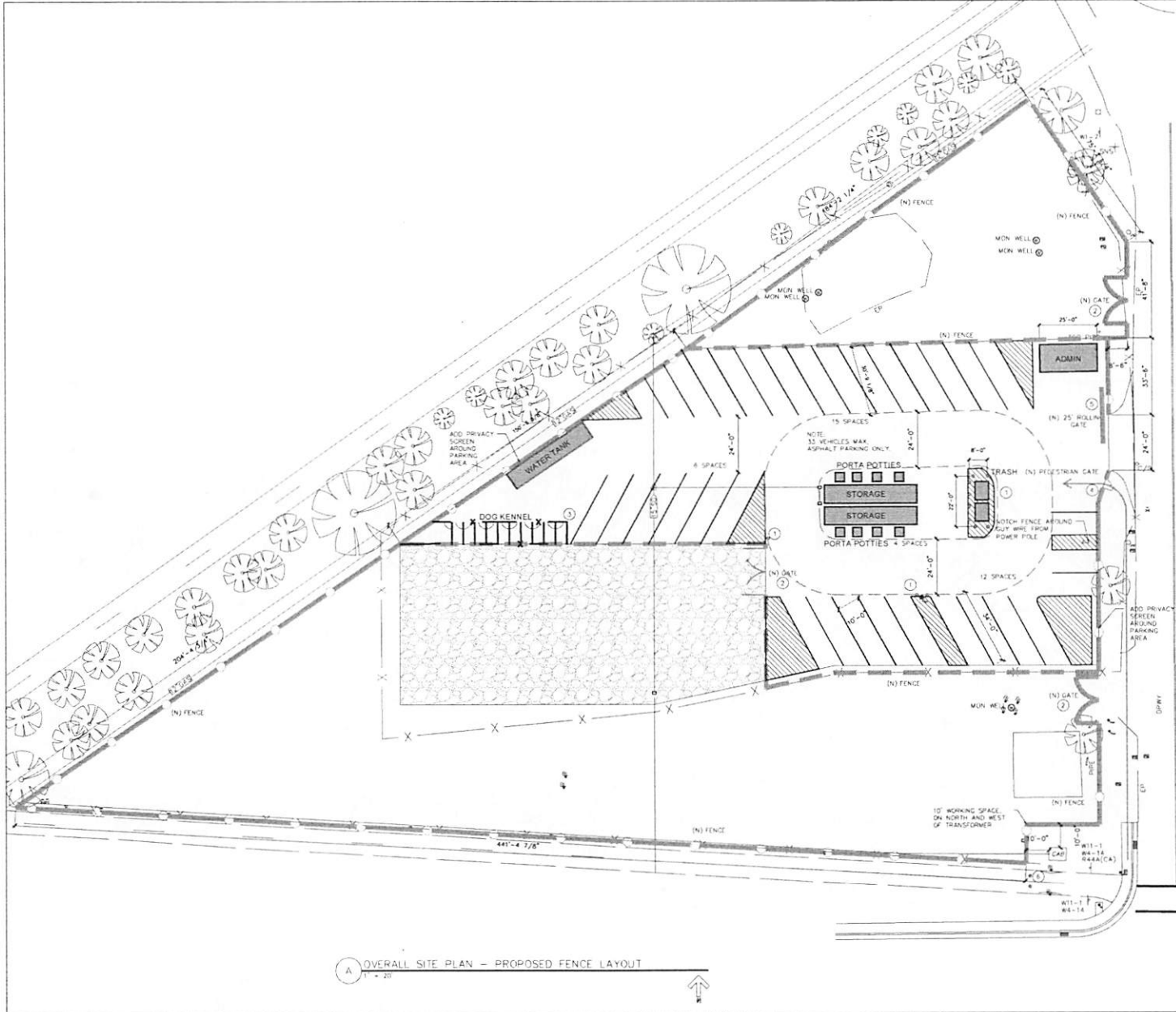
BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 26; THENCE SOUTH 89° 55' 00" WEST, 525.89 FEET ALONG THE SOUTHERLY LINE OF SAID BLOCKS 25 AND 26 TO A POINT ON THE NORTHWESTERLY LINE OF TRACTION AVENUE; THENCE NORTH 55° 34' 30" EAST ALONG THE NORTHWESTERLY LINE OF TRACTION AVENUE, 610.69 FEET; THENCE, AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF TRACTION AVENUE, SOUTH 34° 25' 30" EAST, 40.00 FEET, TO THE WESTERLY LINE OF COLFAX STREET (FORMERLY CERDAR AVENUE); THENCE SOUTH 00° 05' 00" WEST ALONG THE WESTERLY LINE OF COLFAX STREET (FORMERLY CERDAR AVENUE), 313.01 FEET TO THE **POINT OF BEGINNING**, CONTAINING 94,518 SQUARE FEET, MORE OR LESS.

DAVID J. VEASEY
LICENSED LAND SURVEYOR
LS # 9326

DATE

EXHIBIT 4

CITY OF SACRAMENTO, PUBLIC WORK SITE PLAN



SITE KEY

- 1 NEW FIXED BOLLARDS TOTAL OF 11
- 2 20' CLEAR OPENING W/ DOUBLE GATES FOR VEHICLE ACCESS AND ANOX LOCKS WITH CHAIN
- 3 DOG KENNELS BY OPERATOR
- 4 GATE, 48" WIDE W/ VON DUPRIN PANIC & CLOSER
- 5 NEW 25' ROLLING GATE
- 6 NEW REMOVABLE BOLLARDS TOTAL OF 2

NOTE:
CITY WILL OBTAIN RECORD DRAWINGS TO AVOID DAMAGE TO UNDERGROUND ELECTRICAL & WATER, ETC.

LEGEND

- STEEL FENCE WITH PICKETS ON ALL PERIMETER FENCE LINES
- DASHED RED LINE INDICATES (N) 6" HIGH CHAIN LINK FENCE W/ PRIVACY SLATS. REFER TO SHEET A1.1 FOR DETAILS.
- AGGREGATE BASE



City of Sacramento
Dept. of Public Works
Facilities / Real Property Mgt.
5730 24th Street
Bldg. #4
Sacramento, CA 95822
(916) 808-8300
(916) 308-8337 (Fax)
www.cityofsacramento.org

Approval:

Revisions / Issuances		
No.	Description	Date

Project Name & Location:
COLFAX YARD AND RIDE SAFE PARKING SITE

Issue Date: 11.2022
Sheet Title:

PROPOSED FENCE LAYOUT

Designed By:	Work Order No:
Drawn By:	Sheet No:
Reviewed By:	A101
Sheet Scale:	OF
AS NOTED	

EXHIBIT 5
OPERATIONS PLAN

EXHIBIT 6

GOOD NEIGHBOR POLICY TEMPLATE

Purpose:

The City, operators, and community will agree on the purpose of the Good Neighbor Policy. The components included in any given policy will depend on the type of program, location, and other factors. Some components may not be appropriate or legally permissible for all programs.

Providing services, temporary shelter, and permanent housing for our neighbors experiencing homelessness requires a collaborative effort. Local governments, the business community, neighbors, and non-profits need to create a safe and healthy environment for clients and also protect the rights of those living or working near the shelter/program site.

This Good Neighbor Policy is designed to recognize the need for communication, understanding, and mutual respect to foster positive relationships and pro-actively prevent issues that a shelter site may encounter when operating out of a location adjacent to residences and/or businesses. This Policy is applicable to the shelter operator, shelter staff, partner entities, clients, and visitors and will be developed with community input. It is the goal and objective of this Good Neighbor Policy to provide a mechanism to gather input from all collaborative agencies and organizations, to facilitate the timely exchange of ideas and issues, to work toward proactive solutions, and ensure all parties have a full voice to ensure collective success. Periodic status/progress reporting will be made to all appropriate entities regarding the implementation of this shelter program.

Those involved in homelessness-related services and sites recognize the important role that the neighborhood at large can play in helping its clients achieve their goals. As a responsible and accountable neighbor, a program operator can enter into a signed agreement with community stakeholders and public entities to ensure that the goals of the program can be met while at the same time actively minimizing and preventing potential impacts to the neighborhood. Importantly, in working with the community, the program operator can make a positive impact on the neighborhood surrounding the program site, and contribute to an ongoing effort by the residents and business community to improve their neighborhood through crime prevention, community unity, the promotion of ethical action, de-stigmatization, and community education.

This document includes suggested topics and content to use when customizing a Good Neighbor Policy for a specific location with input from surrounding neighbors and businesses.

Program Description:

- Program Name and Location

- **Program Need.** Detail the need for the program and what the program provides for the populations to be served.
- **Project Administration Description.** A description of how the program is administered, such as identifying the agency providing program administration and management team and other key roles in the operation of the program is also important for transparency with the stakeholders.
- **Facility Operator Mission Statement (if applicable)**

Program Advisory Committee:

Establishment of an advisory committee can help with on-going property management of the shelter and address any problems which may arise and that are not adequately dealt with by the facility operator. The agreement should identify the committee participants, which can include county representatives, city representatives, neighborhood associations, local Police department, the program operator, an individual with personal lived experience, and representatives of a homeless advocacy group.

Statement of Inherent Rights:

The Policy is based on the assumption of certain basic rights. Facility operators, facility staff, partner entities, clients, visitors, businesses, and neighbors have a right to:

- Be treated with respect and dignity
- Personal safety
- Safe and quiet enjoyment of their properties and public spaces and
- Receive services to meet their needs
- Other as added by the community members

Mutual Goals of the Good Neighbor Policy: Parties entering into this Policy share a common desire to:

- Create a peaceful, safe, clean, and beautiful neighborhood and community;
- Support diversity and inclusion;
- Support and foster the success of clients;
- Respecting others and their property;
- Share respectful, open and honest communication;
- Help each other address concerns and solve problems;
- Maintain a peaceful, safe, and clean neighborhood and community;

- Offer public service for the benefit of the neighborhood and community;
- Be an active partner that works to help sustain the overall surroundings and economic environment of the immediate neighborhood;
- Other goals as determined during the community engagement process

Communication:

Communication with all parties to the agreement are critical to the success of the site location and assistance to those experiencing homelessness and the neighboring residents and businesses.

- Contact List. The program will maintain a current phone and email list of agencies that will include all key personnel associated with the program. In addition, an emergency contact list will be maintained and distributed to include a 24-hour hotline.
- Incident Log. The program will maintain an incident log and record any incidents, issues or complaints that arise from its operation. Citizen complaints are logged and forwarded to program management for prompt investigation and resolution.
- Dispute Resolution. The Program will establish procedures for resolving disputes and complaints on an expedited basis and such disputes and complaints will be given high priority.
- Frequency of Meetings. The operator will be committed to meeting with neighbors on an ongoing basis.
- Client Agreements. The operator's client agreements provided, read, and signed by all clients entering the program should include a summary of the provisions of the Good Neighbor Policy, stressing the commitment to the public partnership aspect of the Program and the importance of following these guidelines at all times. Emphasize orientation on client behavior, abiding by the Good Neighbor Policy onsite and off-site. Client violators of the Good Neighbor Policy are given additional orientation on the provisions of the policy. Repeat violators will be excluded from the program.
- Community Involvement. As a member of the community, the shelter and its operator will encourage staff and residents to be involved in the community. This includes attending local Neighborhood and Business Association Meetings and participating in neighborhood functions and activities.
- Meetings with City Representatives. Provisions for meetings with City representatives on a monthly or bi-monthly basis to discuss complaints and disputes

Issue Resolution:

The Policy is predicated on the assumption that the program operators, program staff, and partner entities will:

- Participate in collaborative problem solving around issues that arise in the area of the facility;
- Use and promote direct, respectful, and civil communication;
- Encourage a sense of safety, welcome, and investment in the neighborhood;
- Report crime and suspicious activities in the neighborhood to the Police Department; and
- Jointly and directly resolve problems as quickly as possible with the first line of communication accomplished as one-on-one dialogue via in- person conversation, a telephone call, or an email with the parties involved before escalating to a higher level.

If the steps above do not resolve the issues, community complaints about the facility can be submitted to the Department of Community Response with a defined point of contact. The City is committed to an expeditious response and will consider resolution of community complaints a high priority. The City will respond to the complaining party with an update on the status of their complaint within four business days of receiving the complaint.

Operations:

- Emergency Contacts. The program operator shall establish procedures for informing community members about names and phone numbers of an emergency contact in a manner visible from the exterior of the property.
- Client Intake Rules. Time of day, transportation, low barrier, documentation
- Adequate Signage. The facility operator shall install and maintain adequate signage that directs clients and visitors to the facility's administrative office or site supervisor.
- On-Site Only. The facility operator shall ensure that all operations take place on-site and that no operator, partner entity, or client activities occur in the public right-of-way.
- Cleanliness. The facility operator shall ensure that the site is inspected and maintained daily to be free and clear of litter.
- Outdoor Storage. Provisions depending upon the use – safe parking, Safe Ground, emergency shelter or housing.
- Obstructions. Sidewalks, entryways, driveways immediately adjacent to and surrounding the site shall be unobstructed.

- **Distribution Locations.** The distribution of food, clothing, or other similar services by the facility operator or partner entities shall take place on-site.
- **Graffiti.** Within 72 hours of receiving notice from the City of graffiti on the walls, the facility operator shall remove the graffiti and shall restore the wall to its original condition.
- **Parking.** Staff members and service providers of the facility shall park on-site or in designated areas.
- **Loitering is prohibited.** In consultation with all collaborative agencies and area residents, contractor will develop loiter guidelines for management at each site that will be included in the project documentation manual
- **Sanitation.** Staff, partner entities, clients, and visitors shall not litter or dispose of items that would generate litter in the neighborhood. The facility operator shall provide sufficient waste receptacles. The waste receptacles shall be emptied with sufficient regularity to ensure that the facility and the public right-of-way is free and clear of litter and is maintained in a hygienic manner.
- **Noise.** Noise will be kept under control. Amplified sounds shall not be audible from the property line. Excessive noise will be actively monitored and prohibited.
- **Smoking.** Smoking is prohibited on the public right- of-way. Smoking shall occur within a designated location away from neighboring properties.

Client Support:

If applicable, describe the on-site support for clients. The capacity will vary with type and size of operation and location. Options include:

- Space for County departments, other non-profits, and faith based agencies to provide services including meals, and medical services.
- Showers, bathrooms, and grooming facilities.
- Laundry
- Storage areas for clients' personal property shall be provided.
- Potential Homeless Court site
- Employment services
- Space for collaboration with academic bodies
- Basic Safety-net services
- Telephone

Health and Safety and/or Code of Conduct:

- **Rules for Safe and Healthy.** The program operator shall establish procedures for maintaining safe and healthy conditions at and around the program site and for clients entering the shelters receive information, both written and verbal, regarding safety, health and security rules and regulations. Such rules will also be provided to neighborhood businesses, residents, and community partners. All clients sign an agreement to abide by these rules and regulations. The following are rules to consider including in the agreement.
- **No Violence or Criminal Activity.** No violence or criminal activity of any type is tolerated in or around property. Criminal activity will be cause for exclusion from the shelters.
- **Security Personnel.** Security personnel will also be stationed in and around the facility (if applicable).
- **Client Vehicles.** The license numbers of all client vehicles driven to the facility will be recorded during the sign-in process, and Security personnel will include these vehicles in their exterior patrols to ensure vehicle security and guard against nuisance situations for homes and businesses in the area.
- **Crime Prevention Training.** The shelter operator and interested advisory committee members will work with the crime prevention staff from the local police department to develop a crime prevention training program for staff and residents.
- **Rules Regarding Entry.** Staff, partner entities, clients, and visitors may be searched before entry into the facility is allowed. Operators set standards for intake.

Additional Roles and Responsibilities: There may be agencies in addition to the operator for which it is helpful or important to have additional documented commitments. Additional named parties can include:

- The City
- Police Department
- Neighborhood Associations
- Business Associations

Defined Dates:

The Good Neighbor Policy will begin upon the opening of the program site and remain in effect until the closure of the program site or when all parties to the Policy agree that the Policy should be discontinued.

Terms of Amendment:

This policy may be amended by consensus of all parties to the Policy and will undergo review at least annually, or on an as needed basis to ensure success of the Policy.

Legal Status of the Policy:

All parties to this Policy understand that this Policy is NOT a legally binding contract and is not intended to be by the parties.

Signatures:

This Good Neighbor Policy contains all the terms and conditions agreed upon by the parties and will only be modified by the named parties.

restricted to the pavement including vehicle parking. Two fences may be utilized by the City: one along the property line and a second fence around the Safe Parking area.

For additional protection of human health and safety, the following must also be followed as terms of this variance:

5. If underground utilities for vehicles are necessary, utility connections and trenches must be sealed at all inception and termination points to prevent potential vapor transport from underground utilities and trenches to the vehicles. Central Valley Water Board staff must concur with all plans to connect underground utilities to vehicles before such plans may be implemented.
6. The City or vehicle occupant(s) cannot attach "skirts" or otherwise enclose the area under vehicles in a manner that prevents or limits air flow between the ground and the bottom of the vehicle or trailer. Free airflow between the ground and the occupied portion of the vehicles and trailers onsite must be maintained.
7. Tents on the ground surface for sleeping or day use are not allowed. Open shade awnings that allow continuous natural air flow are allowed.
8. The following statement must be posted at the entrance gate into the Safe Parking area and every 100 feet along the exterior fence: "Temporary residence only allowed in vehicles through June 1, 2024. Residence in tents, buildings, and other enclosed structures on the ground surface is not allowed on the property due to potentially hazardous vapors that could accumulate in on-ground structures. This requirement is recorded on the property deed. For more information search the Colfax Yard case (T0606700685) online at: <https://geotracker.waterboards.ca.gov>."

This variance is only related to the LUC and does not replace the need to follow all applicable State, Federal, and local laws, codes, permits, policies, and regulations. The LUC does not have an expiration date and remains in effect until it has been satisfactorily demonstrated to the Central Valley Water Board that the conditions at the Site no longer present a risk to human health and safety or the environment for unrestricted use.

Variance Applicability

As stated in Article I of the LUC, soil gas samples collected in 2007 contained benzene, trichloroethene (TCE), and tetrachloroethene (PCE) above concentrations that may pose a residential indoor air human health risk. Article IV of the LUC restricts development of the Site to commercial and industrial use, prohibits residence for human habitation, and prohibits daycares; however, the Central Valley Water Board may approve a change in land use if additional monitoring and/or mitigation measures demonstrate that exposure to soil vapor no longer poses an unacceptable risk to human

health and safety. Section 5.1 of the LUC allows the owner of the Site to apply to the Central Valley Water Board for a written variance from the provisions of the LUC and provides that such a variance will not be unreasonably withheld. Section 7.1 of the LUC requires, should a land use change be proposed, that an adequate work plan to reassess Site conditions through all possible exposure pathways for the proposed land use change be submitted to the Central Valley Water Board.

Variance Support Data Evaluation

Stantec Consulting Services Inc. (Stantec) on behalf of the City, submitted an outdoor air sampling work plan on 3 November 2021 and an outdoor air results report on 7 December 2021. On 10 December 2021, Stantec submitted an addendum to the outdoor air results report with additional information supporting the variance request. The laboratory detected between 0.80 and 1.2 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) of benzene in the three outdoor air samples. Benzene concentrations increased in the downwind direction and were highest in the sample collected closest to Arden Way. Benzene is a component of petroleum-powered vehicle fuel exhaust. The laboratory did not detect TCE and PCE in the outdoor air samples.

Stantec concluded that the presence of benzene in ambient air is consistent with statewide conditions unrelated to subsurface soil vapor. In the addendum letter, Stantec cited the California Air Resources Board's statewide 90th percentile benzene concentration between 2015 and 2020 ranged from 1.05 to 1.69 $\mu\text{g}/\text{m}^3$.

The above supporting data were only used to evaluate the need for Safe Parking on the Site with regards to vehicles and do not adequately substantiate support for any alternate dwellings and/or structures outside of the circumstances stated above in this variance.

Reservation of Right to Terminate or Modify Variance Based on Unknown Conditions or New Information

The Executive Officer of the Central Valley Water Board reserves the right to terminate or otherwise modify this variance at any time if previously unknown conditions are discovered or previously unknown information is received, in whole or in part, which indicate that Site conditions may pose an unreasonable risk to human health and safety.

Summary

This document is a temporary variance to the LUC and outlines specific conditions for property use outside of the LUC restrictions. The LUC allows for a variance if monitoring and mitigation demonstrate that there is no risk to human health and safety. Stantec collected outdoor air samples and concluded that the proposed property use does not present a human health or safety risk. Central Valley Water Board staff concurred that subsurface benzene, PCE, and TCE do not pose a risk to human health or safety under the conditions and terms listed in the LUC and this variance. The risks

considered were from only the existing subsurface environmental conditions on the property. This variance may be modified or terminated by the Executive Officer of the Central Valley Water Board if previously unknown conditions are discovered, or new information is received indicating that Site conditions may pose an unreasonable risk to human health or safety.

Petition Procedure

Any person aggrieved by an action of the Central Valley Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date this variance is signed by the Executive Officer of the Central Valley Water Board, except that if the thirtieth day following the issuance of the variance falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the State Water Board's Water Quality Petitions web page: (https://www.waterboards.ca.gov/public_notices/petitions/water_quality/) or will be provided upon request.

Sincerely,



Date: 2022.01.13
15:32:59 -08'00'

Patrick Pulupa
Executive Officer

cc: Mr. Neil Doran, Stantec Consulting Services Inc., Rocklin

Exhibit 7

GENERAL WAIVER AND RELEASE OF LIABILITY

GENERAL WAIVER AND RELEASE OF LIABILITY

In express consideration and exchange for being allowed to temporarily occupy the subject property (the vacant, unimproved parcel of property located at 2225 Colfax Street in the City of Sacramento) which is owned by the CITY OF SACRAMENTO and leased to Safe Ground Sacramento, Inc., I hereby agree as an express condition of my being allowed to temporarily occupy the property at 2225 Colfax Street as a temporary emergency shelter guest, to release, waive, discharge, and covenant not to sue the property owner (CITY OF SACRAMENTO) or the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, or successors relating to or arising out of any aspect of my temporary occupancy of the property at 2225 Colfax Street. Provided however that the foregoing waivers do not apply to the extent liabilities arise from the negligence or willful misconduct of City and its officers, employees or agents. This general waiver and release shall be binding on my heirs, executors, assigns, or representatives.

(Guest's initials: _____)

This general waiver and release pertains to any and all claims that I could assert as a temporary emergency shelter guest t of 2225 Colfax Street against the property owner (CITY OF SACRAMENTO) or against the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, relating to the subject property under common law, California law, Federal law, the United States Constitution, or the California Constitution, including, but not limited to, claims for negligence, premises liability, emotional distress, breach of contract, dangerous condition of public property and/or any other claims that may arise relating to my temporary tenancy at

Exhibit 8

GENERAL WAIVER AND RELEASE OF LIABILITY -Lessee

AGREEMENT NOT TO FILE OR PURSUE CLAIM OR LAWSUIT

In express consideration and exchange for individuals to be allowed to temporarily occupy the subject property (the vacant, unimproved parcel of property located at 2225 Colfax Street in the City of Sacramento) which is owned by the CITY OF SACRAMENTO and leased to Safe Ground Sacramento, Inc., I hereby agree that neither I, nor any attorney in my office, will file any claim or lawsuit against the owner of the property at 2225 Colfax Street (CITY OF SACRAMENTO) or the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, or successors relating to or arising out of any aspect of the temporary occupancy of the property at 2225 Colfax Street by any temporary tenant. Further, I represent that I will not advise any individual that temporarily occupies the subject property to seek counsel for the purpose of filing a claim against the City of Sacramento relating to any aspect of occupancy of the subject property.

DATED: _____

Attorney MARK MERIN

Health and Safety and/or Code of Conduct:

- Rules for Safe and Healthy. The program operator shall establish procedures for maintaining safe and healthy conditions at and around the program site and for clients entering the shelters receive information, both written and verbal, regarding safety, health and security rules and regulations. Such rules will also be provided to neighborhood businesses, residents, and community partners. All clients sign an agreement to abide by these rules and regulations. The following are rules to consider including in the agreement.
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health and safety. Section 5.1 of the LUC allows the owner of the Site to apply to the Central Valley Water Board for a written variance from the provisions of the LUC and provides that such a variance will not be unreasonably withheld. Section 7.1 of the LUC requires, should a land use change be proposed, that an adequate work plan to reassess Site conditions through all possible exposure pathways for the proposed land use change be submitted to the Central Valley Water Board.

Variance Support Data Evaluation

Stantec Consulting Services Inc. (Stantec) on behalf of the City, submitted an outdoor air sampling work plan on 3 November 2021 and an outdoor air results report on 7 December 2021. On 10 December 2021, Stantec submitted an addendum to the outdoor air results report with additional information supporting the variance request. The laboratory detected between 0.80 and 1.2 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) of benzene in the three outdoor air samples. Benzene concentrations increased in the downwind direction and were highest in the sample collected closest to Arden Way. Benzene is a component of petroleum-powered vehicle fuel exhaust. The laboratory did not detect TCE and PCE in the outdoor air samples.

Stantec concluded that the presence of benzene in ambient air is consistent with statewide conditions unrelated to subsurface soil vapor. In the addendum letter, Stantec cited the California Air Resources Board's statewide 90th percentile benzene concentration between 2015 and 2020 ranged from 1.05 to 1.69 $\mu\text{g}/\text{m}^3$.

The above supporting data were only used to evaluate the need for Safe Parking on the Site with regards to vehicles and do not adequately substantiate support for any alternate dwellings and/or structures outside of the circumstances stated above in this variance.

Reservation of Right to Terminate or Modify Variance Based on Unknown Conditions or New Information

The Executive Officer of the Central Valley Water Board reserves the right to terminate or otherwise modify this variance at any time if previously unknown conditions are discovered or previously unknown information is received, in whole or in part, which indicate that Site conditions may pose an unreasonable risk to human health and safety.

Summary


This document is a temporary variance to the LUC and outlines specific conditions for property use outside of the LUC restrictions. The LUC allows for a variance if monitoring and mitigation demonstrate that there is no risk to human health and safety. Stantec collected outdoor air samples and concluded that the proposed property use does not present a human health or safety risk. Central Valley Water Board staff concurred that subsurface benzene, PCE, and TCE do not pose a risk to human health or safety under the conditions and terms listed in the LUC and this variance. The risks

considered were from only the existing subsurface environmental conditions on the property. This variance may be modified or terminated by the Executive Officer of the Central Valley Water Board if previously unknown conditions are discovered, or new information is received indicating that Site conditions may pose an unreasonable risk to human health or safety.

Petition Procedure

Any person aggrieved by an action of the Central Valley Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date this variance is signed by the Executive Officer of the Central Valley Water Board, except that if the thirtieth day following the issuance of the variance falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the State Water Board's Water Quality Petitions web page: (https://www.waterboards.ca.gov/public_notices/petitions/water_quality/) or will be provided upon request.

Sincerely,

 Date: 2022.01.13
15:32:59 -08'00'

Patrick Pulupa
Executive Officer

cc: Mr. Neil Doran, Stantec Consulting Services Inc., Rocklin

Exhibit 7

GENERAL WAIVER AND RELEASE OF LIABILITY

GENERAL WAIVER AND RELEASE OF LIABILITY

In express consideration and exchange for being allowed to temporarily occupy the subject property (the vacant, unimproved parcel of property located at 2225 Colfax Street in the City of Sacramento) which is owned by the CITY OF SACRAMENTO and leased to Safe Ground Sacramento, Inc., I hereby agree as an express condition of my being allowed to temporarily occupy the property at 2225 Colfax Street as a temporary emergency shelter guest, to release, waive, discharge, and covenant not to sue the property owner (CITY OF SACRAMENTO) or the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, or successors relating to or arising out of any aspect of my temporary occupancy of the property at 2225 Colfax Street. Provided however that the foregoing waivers do not apply to the extent liabilities arise from the negligence or willful misconduct of City and its officers, employees or agents. This general waiver and release shall be binding on my heirs, executors, assigns, or representatives.

(Guest's initials: _____)

This general waiver and release pertains to any and all claims that I could assert as a temporary emergency shelter guest of 2225 Colfax Street against the property owner (CITY OF SACRAMENTO) or against the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, relating to the subject property under common law, California law, Federal law, the United States Constitution, or the California Constitution, including, but not limited to, claims for negligence, premises liability, emotional distress, breach of contract, dangerous condition of public property and/or any other claims that may arise relating to my temporary tenancy at

Exhibit 8

GENERAL WAIVER AND RELEASE OF LIABILITY -Lessee

AGREEMENT NOT TO FILE OR PURSUE CLAIM OR LAWSUIT

In express consideration and exchange for individuals to be allowed to temporarily occupy the subject property (the vacant, unimproved parcel of property located at 2225 Colfax Street in the City of Sacramento) which is owned by the CITY OF SACRAMENTO and leased to Safe Ground Sacramento, Inc., I hereby agree that neither I, nor any attorney in my office, will file any claim or lawsuit against the owner of the property at 2225 Colfax Street (CITY OF SACRAMENTO) or the property owner's agents, directors, servants, officers, electeds, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, or successors relating to or arising out of any aspect of the temporary occupancy of the property at 2225 Colfax Street by any temporary tenant. Further, I represent that I will not advise any individual that temporarily occupies the subject property to seek counsel for the purpose of filing a claim against the City of Sacramento relating to any aspect of occupancy of the subject property.

DATED: _____

Attorney MARK MERIN