

MOTION BY SUPERVISOR SHEILA KUEHL

June 12, 2018

**Safe Parking LA**

Last year, over 16,000 residents of LA County used more than 8,500 vehicles as their homes, according to the 2017 Greater Los Angeles Homeless Count, which covers all of the County except Glendale, Long Beach and Pasadena's Continuum of Care area.

Safe Parking LA, a 501(c)(3) non-profit corporation, operates a Safe Parking Program to provide people living in their vehicles with a safe environment in which to rest, access resources, and work towards stabilization, by, in part, providing a safe parking environment for overnight stays as well as supportive social services for those currently experiencing transitional homelessness and living in their vehicles. Safe Parking LA develops an action plan with each program participant, emphasizing permanent housing solutions, employment, training, emergency support, asset stabilization and asset building.

Safe parking programs such as those provided by Safe Parking LA may be one strategy with which to address and prevent homelessness. Working with Safe Parking LA, the County, through our Department of Public Health, determined that two existing County-owned parking lots, utilized by Public Health during the day, but not used at

MOTION

SOLIS	_____
RIDLEY-THOMAS	_____
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BARGER	_____
KUEHL	_____

night, could serve as appropriate locations for Safe Parking LA to operate and manage a Safe Parking Program during the overnight hours. The two lots identified are located at 5205 Melrose Avenue, Los Angeles and 5300 Tujunga Avenue in North Hollywood.

Government Code 26227 allows the County to make property not needed for County purposes available to nonprofit organizations that provide programs and services necessary to meet the social needs of the County and its residents, upon terms and conditions determined by the Board. The Chief Executive Office and Department of Public Health have prepared an overall agreement between the County, as administered by Public Health, and Safe Parking LA, to govern the operations of that organization's safe parking program in County-owned parking lots. Right of Entry Permits between the County and Safe Parking LA for the Melrose Avenue and Tujunga Avenue lots have also been prepared that govern the operations at each specific lot. Copies of each of those documents were posted with the agenda.

It is possible that additional County-owned parking lots that have been identified as not needed by the County during overnight hours may be identified in the future as able to be used for a safe parking program. If so, Right of Entry permits similar to those generated for these two lots could be entered into between the County and Safe Parking LA, each of which would also be subject to the overall agreement with the County.

Given the current homeless crisis and the number of people living in their vehicles, it is appropriate for the County to enter into a pilot program with Safe Parking LA, to operate a safe parking program at these two existing parking lots and possibly more.

**I, THEREFORE, MOVE** that the Board of Supervisors:

1. Find that the proposed use of the parking lots at 5205 Melrose Avenue and 5300 Tujunga Avenue for a Safe Parking Program by Safe Parking LA during overnight hours is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301 (Class 1—Existing Facilities) and Class 1 of the County of Los Angeles CEQA Reporting Procedures and Guidelines, and none of the exceptions set forth in State CEQA Guidelines Section 15300.2 apply;
2. Find, pursuant to Government Code Section 26227, that the services provided through the Safe Parking Program of Safe Parking LA, a non-profit corporation, are necessary to meet the social needs of the population of the County;
3. Pursuant to Government Code Section 26227, find that the parking lot at 5205 Melrose Avenue is not required for County purposes from the hours of 8:30 p.m. to 6:30 a.m., Mondays through Thursdays, and from 7 p.m. to 6 a.m. on Fridays, Saturdays and Sundays, and the parking lot at 5300 Tujunga Avenue is not required for County purposes from 6:30 p.m. to 6:00 a.m. each day of the week, except Wednesdays when it is available from the hours of 9 p.m. to 6 a.m.;
4. Authorize the Director of Public Health, or her designee, to execute the Agreement with Safe Parking LA for its Safe Parking Program in the County;

5. Authorize the Chief Executive Officer, or her designee, to finalize the terms of the Right of Entry Permits for the two parking lots identified to allow the safe parking program to operate from June 8, 2018 through the end of the year in those two lots and to execute those entry permits. The Right of Entry Permits will allow Safe Parking LA to use the parking lots on a gratis basis, provided, however, Safe Parking LA shall be responsible to pay all costs associated with the Program, return the lots so that they can be used by County employees during the day without interference, and indemnify and hold the County harmless from any liability associated with use of the County parking lots in connection with the Safe Parking Program;
6. Direct the Department of Public Health to investigate and ascertain whether other existing Public Health parking lots are not needed for County purposes during certain hours and delegate authority to the Director of Public Health, or her designee, to determine the hours when such parking lots are not needed by the County and thus could be used for the Safe Parking Program;
7. Delegate authority to the CEO, or her designee, to determine whether use of any lots identified by the Public Health Director as suitable for use in the Safe Parking Program, would be exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1—Existing Facilities) and class 1 of the County CEQA Reporting Procedures and Guidelines, and none of

the exceptions set forth in State CEQA Guidelines Section 15300.2 apply, or whether any other CEQA exemption applies; and

8. If the CEO makes the determination that a CEQA exemption applies to such use, authorize the CEO, or her designee, to enter into other Right of Entry Permits for existing Public Health parking lots that Public Health determines are not needed during overnight hours subject to the same provisions of the entry permits for the Tujunga Avenue and Melrose Avenue lots except for the particular hours of operation which will depend on the needs of Public Health or for any other terms that may be necessary due to the unique nature of the property, with such entry permits also governed by the overall agreement.

S: MR/Safe Parking LA

# PERMIT TO ENTER

Permittee: Safe Parking LA

Address:

[Attn: ]

Permit No. \_\_\_\_\_

Commencement:

Expiration:

Premises Location:

5205 Melrose Avenue  
Los Angeles, CA 90038

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1. PREMISES: Upon execution hereof by County's Chief Executive Officer, Permittee is hereby granted permission by the County of Los Angeles, a body corporate and politic ("County") to enter the portion of that certain County-owned parking lot, as depicted by yellow highlighting and marked "For SPaLA Parking" on "Exhibit A" attached hereto and incorporated by this reference, which parking lot is located at 5205 Melrose Avenue, Los Angeles, CA 90038 (the "Premises"). Entry onto the Premises constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. PURPOSE: This Permit is provided in consideration of that certain Agreement for Safe Parking Program entered into between the County and Permittee dated as of \_\_\_\_\_ (the "Agreement"), which Agreement terms and conditions including, without limitation, the Parking Lot Rules, Security Guard Requirements and Participant Waiver (as those terms are defined in the Agreement) are incorporated by reference, as if set forth herein. The Department of Public Health (DPH) is responsible for supervising the Agreement on behalf of the County. The sole purpose of this Permit is to allow Permittee and participants in its Safe Parking Program ("SPP") to enter the Premises Monday through Thursday from 8:30 p.m. to 6:30 a.m. and Friday, Saturday and Sunday from 7:00 p.m. to 6:00 a.m. to use the Premises to allow SPP participants to park their vehicles overnight on the Premises in accordance with the SPP rules and regulations and the terms and conditions of the Agreement and for no other use ("Permitted Activities"). No more than 10 vehicles per evening shall be permitted access to the Premises unless otherwise approved in writing by DPH. Activities performed on the Premises shall be conducted pursuant to the terms of the Agreement. Consumption or possession of alcohol and use of illegal drugs are strictly prohibited on the Premises whether on the grounds or within SPP participants' vehicles. Permittee shall have a licensed security person on site during the hours of operation. Only the outside areas of the Premises are permitted to be used under this Permit unless other uses and areas are expressly permitted by DPH in writing. If other areas or uses are allowed, such

areas shall be deemed to be part of the Premises and such uses shall be deemed a permitted use hereunder.

3. TERM: This Permit shall be effective upon full execution of this Permit and the Agreement, but the term shall commence on June 10, 2018, and terminate on December 31, 2018, unless terminated sooner.
4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit and the Agreement.
5. ADDITIONAL CHARGES: Permittee agrees to pay any charges for installation or use of utilities or hiring contractors, such as security guards that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
6. NOTICE: Notices given pursuant to this Permit shall be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. mail. Such notices shall be deemed received by the addressee on the date shown on the Return Receipt. Any such notice shall be addressed to Permittee as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other place in California as may hereinafter be designated in writing by the Permittee by written notice to County in the manner detailed in this Section. Any notices and Certificates of Insurance to be delivered to County shall be addressed to:

County of Los Angeles  
Chief Executive Office, Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Dean Lehman, Acting Senior Manager  
Real Estate Division

7. INDEMNIFICATION: Permittee agrees to indemnify, defend and save harmless County, its Special Districts, agents, elected and appointed officers and employees (collectively, "County Indemnified Parties"), and Saban Clinic from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, including damage to County property, leased property, or statutory or regulatory violations arising from or connected with (i) the entry on or use of the Premises by Permittee, its

officers, employees, agents, contractors, vendors and participants, and (ii) Permittee's SPP operations, or Permittee's services as described hereunder or in the Agreement on the Premises, including any Workers' Compensation suits, liability, or expense, arising from or connected with any work or services performed by or on behalf of Permittee by any person pursuant to this Permit.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of County Indemnified Parties, Permittee shall provide and maintain, or shall cause its contractors to provide and maintain, the following types and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Permittee's own expense.
- a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and Permittee shall provide County with, or Permittee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in required insurance hereunder, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance hereunder may constitute a material breach of the Permit, in the sole discretion of County, upon which County may suspend or terminate this Permit.
  - b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
  - c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Permit, upon which County immediately may suspend or terminate this Permit. County, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, County may purchase the required insurance that Permittee has failed to maintain, and without further notice to Permittee, pursue Permittee for reimbursement.
  - d. Notification of Incidents, Claims or Suits: Permittee shall report to County any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County in writing within 24 hours of occurrence.

9. INSURANCE COVERAGE REQUIREMENTS:



- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”, as appropriate.
- c. Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

Permittee assumes full responsibility for verification of insurance coverage of its contracted agencies and their employees and representatives and will assume full responsibility for any and all claims and liability arising from or connected with the SPP's use of the Premises.

10. OPERATIONAL RESPONSIBILITIES: Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of County and the terms and conditions of this Agreement.
- b. Comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the Permitted Activities on the Premises.

- c. Maintain the Premises and surrounding area in a safe, clean and sanitary condition to the satisfaction of County and pay directly for all costs associated therewith, including: 1. Providing a security guard; and 2: (i) Properly collect and dispose of garbage, litter, and any waste on any portion of the Premises utilized by Permittee or on other County property adjacent to the Premises if left by SPP Participants and restore the Premises to the condition Permittee received it in no later than the time permitted each morning; 2(ii) Clean any soiling, staining, or spotting due to spillage of any liquid on the Premises utilized by Permittee for parking vehicles; 2(iii) Provide one portable toilet and one handwashing station for SPP Participants that Permittee will have sanitized, and serviced at least twice a week unless DPH requests additional sanitizing and servicing; 2(iv) Ensure toilet and handwashing station are fully stocked with paper towels, soap, water, and other items necessary for utilization of the toilet and handwashing station; and 2(v) Upon termination of the Permit, ensure prompt removal of the toilet and handwashing station and clean the grounds where those facilities were located. DPH understands Permittee intends to hire contractors at Permittee's sole cost and expense and at no expense to the County or Saban to perform these services.
- d. Provide, at SPaLA's cost, portable or solar cell phone chargers for use by SPP Participants during the SPP hours of operation; Prohibit Participants from photographing any individual working at, or being provided services or treatment by, the DPH facility or the Saban Clinic ("Saban") operating at 5205 Melrose Avenue, Los Angeles, California which also utilizes the parking lot.
- e. Conduct the Permitted Activities in a manner that is courteous and non-profane, and operate without interfering with the use of the Premises or the area immediately outside of the Premises by County and Saban. County has the right to request Permittee to remove any agent, contractor, employee, SPP Participant or volunteer, who fails to conduct the Permitted Activities in the manner heretofore described.
- f. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee or its Program Participants while on the Premises.
- g. Repair or replace any and all County or City property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly replace such property or make such repairs, County may, but shall not be required to, replace the property or have repairs made and Permittee shall pay all costs.
- h. Restore the Premises, prior to the termination of this Permit, and to the satisfaction of County, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and

tear. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by County on the day following the termination of this Permit. Should Permittee fail to accomplish this, County may perform the work and Permittee shall pay the cost.

- i. Allow County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the Chief Executive Office.
  - j. Prohibit all advertising signs or material from display at the Premises, unless County provides its prior written consent.
  - k. Prohibit the sale of food.
  - l. Keep a responsible representative of the Permittee, available on the Premises or accessible by phone during all permitted hours to address emergencies or address DPH requests. This person shall carry copies of this Permit for display upon request.
  - m. Return all keys provided by the County and Saban for access to the parking lot upon termination of this agreement and conduct a walkthrough of the parking lot to ensure Premises is restored to the Satisfaction of County and Saban.
11. **INDEPENDENT STATUS:** This Permit shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Permittee pursuant to this Permit.
12. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the Premises in accordance with the terms and conditions of the Permit for the sole purpose of conducting the Permitted Activities.
13. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
14. **AUTHORITY TO STOP:** In the event that an authorized representative of County finds that the activities being conducted on the Premises unnecessarily or unduly interfere with County business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be suspended until said interfering or endangering activities cease,

or until such action is taken to eliminate or prevent the interference or endangerment or terminated. This Permit and the Agreement are meant to be conterminous so when this Permit terminates, the Agreement as applicable to these Premises shall automatically terminate.

15. **DEFAULT:** Permittee agrees that if default shall be made in any of the terms and conditions herein contained or under the Agreement, County may forthwith revoke and terminate this Permit.
16. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises. Any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in County. All betterments to the Premises shall become the property of County upon the termination of this Permit.
17. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
18. **ENTIRE AGREEMENT:** This Permit and the Agreement contain the entire agreement between the parties hereto regarding the use of the Premises identified herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Permittee.
19. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
20. **POWER AND AUTHORITY:** The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
21. **SURVIVAL OF COVENANTS:** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Permit.
22. **COUNTERPARTS AND AND ELECTRONIC SIGNATURES:** This Permit may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Permit, all of

which shall constitute one agreement to be valid as of the date of this Permit. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Permit and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Permit, any other document necessary for the consummation of the transaction contemplated by this Permit may be accepted, executed or agreed to through the use of an electronic signature and will be binding on each party as if it were physically executed.

23. **GOVERNING LAW AND FORUM:** This Permit shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Permit shall be conducted in the courts of the County of Los Angeles, State of California.
  
24. **SOLICITATION OF CONSIDERATION:**\_\_It is improper for any County officer, employee or agent to solicit consideration in any form from another party with the implication, suggestion or statement that the provision of the consideration may secure more favorable treatment in the award of this Permit or that failure to provide such consideration may negatively affect the County's offer to permit use of the Premises. No party shall offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Permit.

Permittee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861

**{Remainder of page intentionally left blank}**

By signing below, I hereby personally covenant, guarantee and warrant that I have the power and authority to obligate the Permittee to the terms and conditions in this Permit.

**PERMITTEE: SAFE PARKING LA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to Chapter 2.08 of the Los Angeles County Code, this Permit has been executed on behalf of the County of Los Angeles by the Chief Executive Officer on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**PERMITTER:**

**County of Los Angeles, a body corporate and politic**

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
DAVID P. HOWARD  
Assistant Chief Executive Officer

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Assistant County Counsel

**ATTEST**

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By \_\_\_\_\_  
Deputy

**LIABILITY WAIVER**

**FOR USE OF THE PREMISES AT 5205 MELROSE AVE., LOS ANGELES, CA 90038**

I, \_\_\_\_\_, ("SPALA Patron") hereby acknowledge that I am over the age of 18 and voluntarily elected to utilize Safe Parking LA's Safe Parking Program (SPP) services operated at the parking lot located at 5205 Melrose Avenue, Los Angeles, CA (the "Property") on the date signed below. In consideration of being permitted to participate in SPP, I hereby agree to the following:

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to waive, release, discharge and covenant not to sue Los Angeles County and its Special Districts, its Department of Public Health and other departments, their elected and appointed officers, trustees, members, agents, and employees and lessees utilizing the Property ("Released Parties"), from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffers while utilizing the Property or SPP services regardless of whether the injury, damage, or death is caused by the negligence of the Released Parties or otherwise, or arising directly or indirectly out of the use of the Property, or any related County facility by SPALA or me.

**ASSUMPTION OF RISK:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, assume any and all risk of damage, loss, injury, including death, that may result while utilizing the Property as a SPALA Patron or that may arise from negligence or carelessness on the part of SPALA, the Released Parties or the actions, inactions or negligence of other SPALA participants or any other persons on the Property.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, further agree to hold harmless, defend and indemnify the Released Parties from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees) arising from any injury, property damage or death that I may suffers as a result of my utilization of SPP services or of being on the Property, regardless of whether the injury, damage, or death is caused by the negligence of the Released Parties or otherwise.

**CHOICE OF LAW:** I hereby agree that this agreement shall be construed in accordance with the laws of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid the balance, shall, notwithstanding, continue in full force and effect.

I have read this Agreement and fully understand its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the Released Parties. I understand that I have given up substantial rights by signing this Agreement, and sign it freely and voluntarily without any inducement.

\_\_\_\_\_  
Safe Parking Program participant signature

\_\_\_\_\_  
Date

STORAGE

TREE	1	2	3	4	5	6	7	8	9	10	11	12	13
A	A	A	A	A	A	A	A	A	A	A	A	A	A

For SpA/A Parking - 9:00 p.m. to 6:30 a.m.

N Ridgewood Pl

TREE	1	2	3	4	5	6	7	8	9	10
B	B	B	B	B	B	B	B	B	B	B
C	C	C	C	C	C	C	C	C	C	C

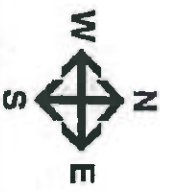
COOLING TOWER

11	12	13
B	B	B
C	C	C

14	15	16	17
B	B	B	B
C	C	C	C

TREE

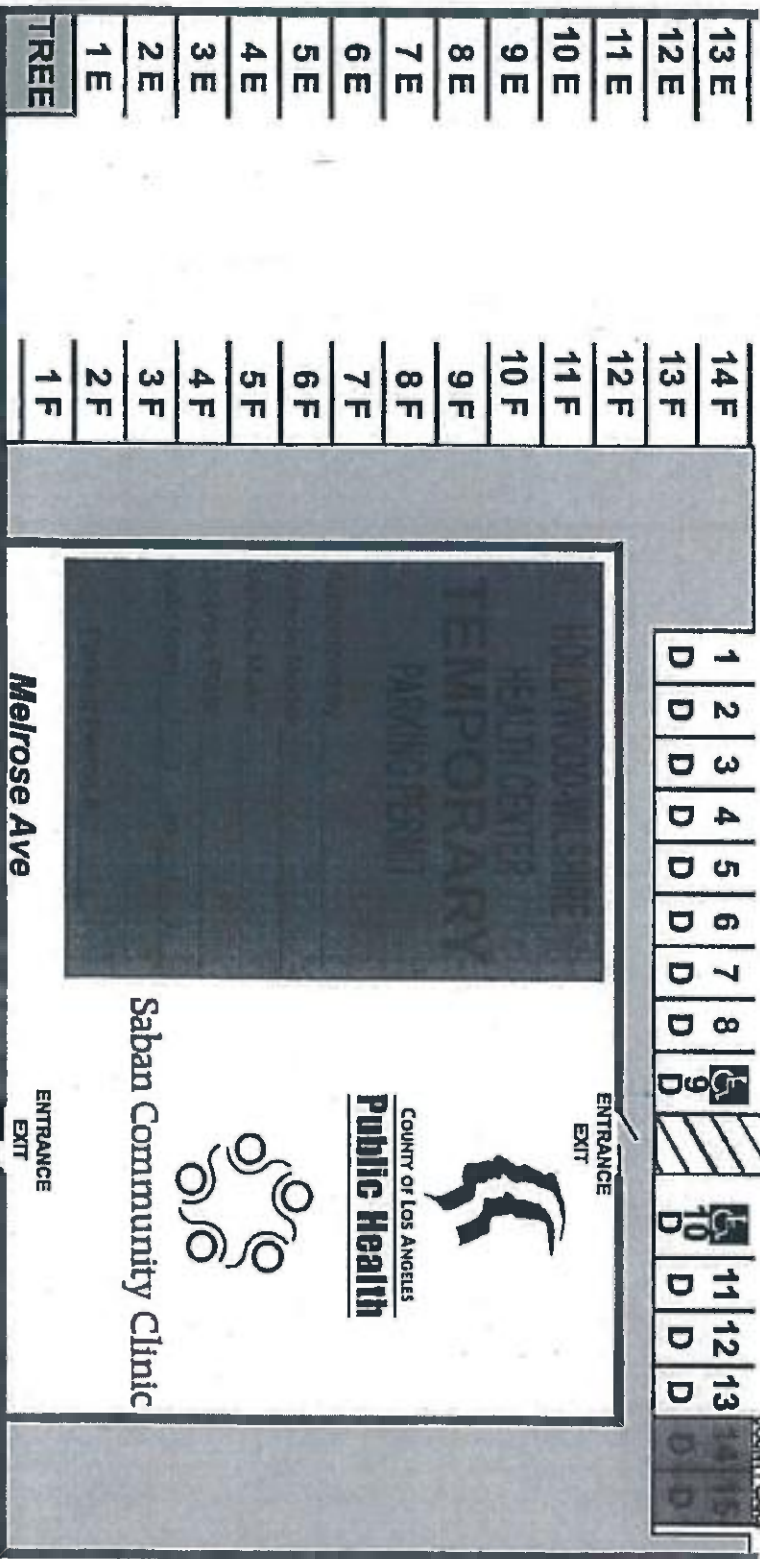
N Wilton Pl



**PARKING SPACES**  
 13 Patient  
 75 Employee  
 11 Reserved  
 06 Handicapped  
**TOTAL 102 Spaces**

WEST  
GATE

EAST  
GATE





SAFE PARKING PROGRAM CODE OF CONDUCT, COUNTY OF LA PARKING LOT AT  
5205 MELROSE AVE LA, CA 90038

The following rules and Guidelines apply to your use of the parking lot at 5205 Melrose Avenue, Los Angeles, CA 90038.

- 1) Under absolutely no conditions will the client(s) attempt to enter the offices, clinics, or other buildings located on the grounds of the County property.
- 2) Access is permitted only within designated hours (8:30 p.m. to 6:30 a.m. Mondays-Thursdays and 7:00 p.m. to 6:30 a.m. Fridays, Saturdays and Sundays) to the designated parking spaces.
- 3) You must check in with the Security or SPALA representatives present at the location to confirm your participation, and participation of individuals in your vehicle, in the SPP before parking in the facility.
- 4) A liability waiver in favor of the County must be executed if participant is to use the lot, and will not be allowed to stay on the lot overnight unless the waiver is signed by all in the vehicle.
- 5) Your vehicle must be identified as a participant of SPP by displaying the Safe Parking LA placard on your windshield at all times your vehicle is parked in the designated space.
- 6) Parking is available only to those clients who are 18 years old or above.
- 7) There is a zero tolerance policy for guns or firearms of any kind, which are strictly prohibited. The use of alcohol and/or drugs in conjunction with the Safe Parking Program and on these premises will not be tolerated. Failure to abide by this rule will result in immediate removal from the assigned location.
- 8) Urinating and defecating on the property, outside of the restroom facilities, is **STRICTLY PROHIBITED**. Failure to abide by this rule will result in immediate removal from the assigned location.
- 9) Tents, camping tarps or camping equipment, beyond the top of the vehicle, are prohibited.
- 10) Cooking, or an open flame, is absolutely not allowed.

- 11) All trash must be gathered, disposed of in the dumpster, or taken offsite and the area will be kept tidy.
- 12) Loud music is not permitted. All noise should be limited to within the vehicle, including alarms, phone or electronic notifications, and conversations.
- 13) This parking lot has been made available for your peace and safety in order to sleep at night. Please respect the "lights out/quiet hours" of 10pm-6:00am.
- 14) Overnight stays will be limited to the hours assigned hours of:  
8:30 p.m. to 6:30 a.m. Mondays-Thursdays and 7:00 p.m. to 6:30 a.m. Fridays, Saturdays and Sundays  
Quiet hours: 10 00PM - 6:00 AM

You may exit the property at any time. There is no re-entry after 10pm.  
Adherence to in and out times is mandatory.  
Program hours may be adjusted and advance notice will be attempted.

- 15) Users must keep animals in their vehicles at all times, except when properly leashed and accompanied by an adult. Animal waste must be must be picked up immediately and disposed of properly in a dumpster or trash can.
- 16) Under absolutely no conditions will the client(s) invite other vehicle dwellers to occupy the site or invite any visitors or patrons into the parking lot, with the exception of case management/service providers.
- 17) Please respect the bathroom facilities by keeping them tidy, informing Security or SPALA representatives of any problems, and by using the facilities only for the service for which it was designed.
- 18) The owner of the parking lot cannot be held liable for damages caused by a third party to the parked vehicle or to its occupants.
- 19) Absolutely no more than one vehicle allowed per individual or family staying at the site.
- 20) Only the approved use of facility services, e.g., electricity, water, trash is permitted on the site. Failure to comply with this rule will result in immediate termination from our program. Please check with the security guard upon arrival and ask about the location and availability of permitted services.

21) Please respect the privacy of the surrounding neighbors and their property. By parking on the property, you agree to keep a parking buffer on residential streets within a 1000ft radius of the lot during the overnight stay (SEE ATTACHED MAP).

22) You are not required to spend each night on the lot. You may be contacted by SPALA out of concern, if you are absent more than three nights without notice. As long as you are participating in seeking long-term housing, you will not be unduly expelled from the Safe Parking Program. If you are no longer interested in participating in the Safe Parking Program, please notify SPALA immediately.

This code of conduct will be enforced. Failure to comply will result in termination from the Safe Parking Program at 5205 MELROSE premises, including the vehicle being towed at no expense to the County and SABAN clinic.

Three warnings will be issued to participants for minor infractions ( e.g., leaving the lot late) and the permit holder's permit will be revoked for thirty (30) days after the third warning. Reinstatement into the program may be requested after the thirty (30) day period.

We reserve the right to terminate your participation, or the Safe Parking Program itself, at any time and for any reason.

\_\_\_\_\_  
SPA LA CLIENT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SPA LA REPRESENTATIVE

\_\_\_\_\_  
DATE



**SAFE PARKING LA**  
**SECURITY PROTOCOLS AND INSTRUCTIONS**  
**DPH LOT ON MELROSE**

**GLOBAL VISION SECURITY HAS BEEN CONTRACTED TO KEEP PATRONS SAFE AT NIGHT WHILE SLEEPING IN THEIR VEHICLES AT THE DPH LOT ON MELROSE**

THE HOURS OF THE SAFE PARKING PROGRAM ARE

MONDAY - THURSDAY: 8:30 PM-6:30 AM

FRIDAY- SUNDAY: 7PM-6:30 AM

**OPENING THE LOT**

- RETRIEVE KEY FROM LOCKBOX ON GATE
- UNLOCK DPH WEST ENTRANCE
- UNLOCK RESTROOM AND LOOK FOR TRASH AROUND THE LOT
- CONE OFF THE NORTH PARKING SPACES FOR SPALA PATRONS
- GREET ANYONE ENTERING THE DESIGNATED PARKING AREA BY SAYING HELLO AND ALLOWING THE GUEST TO RESPOND
- ALL SPALA PATRONS HAVE A PARKING PERMIT PLACARD AND THE GUARD WILL CHECK IN EACH PATRON ON THE DAILY PROGRAM LOG, NOTING ANY ISSUES.
- ALL SPALA PATRONS CAN LEAVE AT ANY TIME, BUT ENTRY TO THE LOT IS ONLY UNTIL 10PM, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE
- CLOSE THE GATES AT 10 PM, ALLOWING PEOPLE IN IF THEY ARE A SPALA PATRON; QUIET HOURS ARE BETWEEN 10PM-6:00 AM

**CLOSING THE LOT**

- ALERT PATRONS TO THE TIME AT 6:00AM
- ALL PATRONS ARE TO LEAVE THE PARKING LOT AT OR BEFORE 6AM
- LOCK RESTROOM AND LOOK FOR ANY TRASH AROUND THE LOT. If there is sign of oil spill from any vehicle, notify ..... to request prompt clean-up of the spill.

**CALL 911 IN AN EMERGENCY**  
**SAFE PARKING 24-HOUR: 213-793-8493**



- STACK CONES SO THAT NO SPACES ARE BLOCKED
- RELOCK ENTRANCE UPON EXITING IN THE AM AND RETURN KEYS TO LOCKBOX
- RETURN THE DAILY PROGRAM LOG TO GLOBAL VISION SECURITY, NOTING ANY ISSUES

### **ABOUT THIS LOT**

- THE DPH AND SABAN CLINIC HAVE BEEN PART OF THIS COMMUNITY FOR A LONG TIME AND HAVE CREATED A STRONG NEIGHBORHOOD BY PROVIDING HEALTH CARE.
- LAPD HOLLYWOOD DIVISION AND LA COUNTY SHERIFF'S DEPARTMENT ARE AWARE OF THE SAFE PARKING PROGRAM ON THIS LOT. THEY WILL DRIVE BY MULTIPLE TIMES PER NIGHT. PLEASE WAVE OR SAY HELLO IF YOU SEE THEM. GENERALLY, THEY DO NOT STOP BUT MAY SLOW DOWN TO OBSERVE.

**CALL 911 IN AN EMERGENCY**  
**SAFE PARKING 24-HOUR: 213-793-8493**

**Agreement for Safe Parking Program  
between the County of Los Angeles and Safe Parking L.A.**

This Agreement for Safe Parking Program ("Agreement") is by and between Safe Parking LA ("SPaLA") and the County of Los Angeles ("County"), to be implemented by the County Department of Public Health ("DPH"), entered into as of [date], and becomes effective upon full execution of the Agreement by the SPaLA and DPH. SPaLA and DPH may be referred to collectively as the Parties.

**RECITALS**

A. SPaLA is a 501(c)(3) non-profit corporation (EIN: 95-4116679) operating under the municipal code and ordinances of the City of Los Angeles, with its principal place of business in Los Angeles, California. SPaLA believes all people, regardless of socioeconomic status should be treated with dignity and respect, and have the opportunities for timely access to quality social services free from harassment, embarrassment, and shame.

B. SPaLA operates a Safe Parking Program ("SPP"), which provides homeless families and individuals living in their vehicles with a safe environment to rest, access resources, and work towards stabilization. SPP was initiated to provide a safe parking environment and supportive social services for people currently experiencing transitional homelessness who are living in their vehicles for overnight stays. Family advocates from SPaLA develop an action plan with each SPP participant ("Participant(s)"), placing emphasis on permanent housing solutions, employment, training, emergency supports, and asset stabilization and asset building. The County is interested in a SPP which operates seven nights a week, 365 days a year, during the hours agreed upon by the Parties as reflected in the Right of Entry Permit referenced in Paragraph E below.

C. According to the 2017 Greater Los Angeles Homeless Count, which covers all of Los Angeles County except Glendale, Long Beach and Pasadena's Continuum of Care area, there were more than 8,500 vehicles in use as residences with more than 16,000 people residing in their vehicles in 2017 in Los Angeles County. The County has determined that safe parking programs such as those provided by SPaLA may be one strategy to address and prevent homelessness.

D. SPaLA and DPH have determined that certain County-owned parking lots, utilized by DPH but which are not used at night, could serve as appropriate locations for SPaLA to operate and manage an SPP when not used by the County.

E. This Agreement describes the SPP program that the County expects SPaLA to provide on County-owned parking lots and does not provide SPaLA any rights to use a DPH parking lot or any other County-owned parking lot for any other purpose and without a permit. In addition to execution of this Agreement, the Parties will enter into a Right of Entry Permit ("Entry

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Permit”), in the form attached hereto as Exhibit A. The Parties may enter into one or more Entry Permits and each executed Entry Permit would identify the specific County property to be utilized by SPaLA in connection with this Agreement and is the only document which will give SPaLA the right to enter and use the premises as defined in the Entry Permit (“Premises”) for an SPP. Consideration for SPaLA’s use of the Premises shall be SPaLA’s faithful performance of its obligations under the terms of this Agreement and under the terms of the applicable Entry Permit. SPaLA shall have no rights to use any DPH parking lot or other County property that is not specifically granted under an Entry Permit. Any and all property covered by an Entry Permit that is executed by the Parties will automatically be included within the definition of “Premises,” as such term is used herein.

F. The mutual promises, terms, and conditions between the Parties governing this Agreement are set forth below.

**TERMS**

1. TERM: The term of this Agreement shall commence on June 1, 2018, and continue through and include December 31, 2018, unless sooner terminated pursuant to Section 9. This Agreement and the Entry Permit(s) are meant to be conterminous so when this Agreement terminates, any and all Entry Permits issued in connection with SPP shall automatically terminate. However, the termination of an Entry Permit will not terminate this Agreement.

2. ELIGIBILITY: SPaLA shall monitor and enforce its Client Eligibility Criteria and Parking Lot Rules for the SPP, copies of which are attached hereto as Exhibit B (“SPP Parking Lot Rules”), for all Participants on the applicable Premises. In addition to the SPP Parking Lot Rules, consumption or possession of alcohol and use of illegal drugs are strictly prohibited on the Premises whether on the grounds or within Participants’ vehicles. In addition, registered sex offenders are prohibited from using the Premises through SPP and SPaLA shall be responsible for appropriate measures to ascertain eligibility. Prior to entering the Premises, Participants shall execute a waiver of liability in favor of the County, a copy of which is attached hereto as Exhibit C (“Participant Waiver”), which Participant Waiver must be executed on each entry of the Premises by all Participants utilizing the vehicle that evening. SPaLA shall maintain copies of all Participant Waiver until the termination of the Agreement, at which time, copies of all Participant Waivers shall be provided to DPH. Upon request of DPH at any time, SPaLA shall make available the Participant Waivers or copies thereof.

3. LIMITATION ON VEHICLES: SPaLA will conduct and coordinate check-in for SPP Participants and vehicles upon arrival at the Premises and only allow vehicles and Participants enrolled in SPP to park overnight on the Premises. SPaLA shall limit the number of vehicles allowed on the Premises on a nightly basis to the number specified in the Entry Permit unless further authorization is received from DPH. If an SPP Participant is admitted to the Premises, and then departs with their vehicle, said Participant will not be allowed re-entry to the Premises that evening unless specifically allowed to do so by SPaLA.

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4. SECURITY: SPaLA is responsible for the safety and security of SPP Participants while on the Premises. SPaLA will notify emergency services and/or law enforcement as necessary, and, in such instances, shall notify County security personnel responsible for the DPH facility. At all times while SPP Participants are on the Premises, a licensed security person hired by SPaLA will remain on the Premises for security and to ensure participants exit the Premises with their vehicles every morning no later than the permitted time set forth in the Entry Permit unless approved in advance by DPH in writing. Security personnel shall follow Safe Parking LA Security Protocol and Instructions, attached hereto as Exhibit D. All Services, as defined below, provided to SPP Participants by SPaLA will be conducted outdoors on the Premises, unless DPH provides separate written permission to utilize an indoor portion of DPH facilities to provide social services in which case said use will be deemed covered by this Agreement and the Entry Permit.

5. OPERATIONAL RESPONSIBILITIES, MAINTENANCE AND COSTS: SPaLA shall abide by the operational responsibilities and maintenance of the Premises as set forth in the Entry Permit. These shall include: Maintain the Premises and surrounding area in a safe, clean and sanitary condition to the satisfaction of County and pay directly for all costs associated therewith, including: 1. Providing a security guard; and 2: (i) Properly collect and dispose of garbage, litter, and any waste on any portion of the Premises utilized by Permittee or on other County property adjacent to the Premises if left by SPP Participants and restore the Premises to the condition Permittee received it in no later than the time permitted each morning; 2(ii) Clean any soiling, staining, or spotting due to spillage of any liquid on the Premises utilized by Permittee for parking vehicles; 2(iii) Provide one portable toilet and one handwashing station for SPP Participants that Permittee will have sanitized, and serviced at least twice a week unless DPH requests additional sanitizing and servicing; 2(iv) Ensure toilet and handwashing station are fully stocked with paper towels, soap, water, and other items necessary for utilization of the toilet and handwashing station; and 2(v) Upon termination of the Permit, ensure prompt removal of the toilet and handwashing station and clean the grounds where those facilities were located. DPH understands Permittee intends to hire contractors at Permittee's sole cost and expense and at no expense to the County to perform these services.

6. SCOPE OF SERVICES: SPaLA, through its SPP, shall coordinate and provide the services listed below on a daily basis during the hours permitted under the Entry Permit. on the Premises (collectively, the "Services"):

(i) Emergency Needs Assessment: Participants shall be provided provisions to meet their basic needs, which includes but is not limited to blankets, bottled water, canned food, toiletries, and clothing; and.

(ii) Resource Development: Participants shall be screened for potential eligibility for public benefits, which focuses on completing applicable benefit and shelter applications via the case management services of a County Service Planning Area 4 E6 Multidisciplinary Team ("MDT").

7. REPRESENTATION: The MDT will (i) perform Services in accordance with acceptable industry professional and ethical standards, currently the National Association of Social Workers



Code of Ethics, most recently amended in 2008, which can be found on-line at [www.socialworkers.org](http://www.socialworkers.org), and is hereby incorporated by reference; (ii) handle Participants' confidential information in accordance with all applicable state and federal laws; (iii) not represent to any third party that SPaLA has authority to sign, endorse, or represent DPH in any other contractual or legal matters without pre-authorization and written approval by DPH; and (iv) ensure that all of SPaLA's employees, representatives, agents or assigns will not solicit, conduct, or perform any illegal activity on the Premises.

DPH is not affiliated with MDT nor involved, liable or responsible for providing provisions to, nor assessment of eligibility of, the Participants.

**8. INSURANCE/INDEMNITY:**

a. SPaLA will pay for, and maintain insurance as required by the Entry Permit. SPaLA's insurance is only required to be in effect during the days and hours that SPaLA Participants are using the Premises. DPH may make written request to SPaLA for proof that insurance is in effect for the Premises at any time that SPaLA is utilizing the Premises. Proof of insurance will include a certificate or other evidence of insurance that shows, at a minimum, the location of the Premises, and the limits of coverage. SPaLA will provide proof of insurance within 10 days of receipt of any written request by DPH.

SPaLA's current Insurance provider is **Alliance of Nonprofits for Insurance, Risk Retention Group (ANI), and the Policy Number is 201720293.**

b. In addition to providing insurance as required above, SPaLA agrees to indemnify, defend, and save harmless the County, including DPH, and its agents, elected and appointed officers, and employees and its lessees of the Premises from and against any and all demands, losses, claims, expenses, and liabilities, including but not limited to attorneys' fees, litigation expenses, and court costs, and claims for damages of any nature whatsoever including, but not limited to personal injury and property damage, including damage to County property, property of Participants, SPaLA or its contractors, arising from or connected with SpaLA or its contractors' use of the Premises while operating the SPP.

**9. TERMINATION VIA NOTICE OR BREACH:** This Agreement may be terminated prior to December 31, 2018 as follows:

a. by DPH or SPaLA at any time and for any reason upon 10 days written notice; or,

b. in the event of a breach of this Agreement or an Entry Permit by SPaLA, the County may terminate this Agreement upon seven days written notice, provided, however, if the breach is a violation of local, state or federal laws, the County may terminate the Agreement upon 24 hour notice.

**10. COSTS FOR DEFAULT; COMPLIANCE WITH LAWS**

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a. SPaLA will reimburse the County for any expenses reasonably incurred by the County to address, or to remedy, defaults under the Agreement. If the County intends to invoke this subsection 10.a., the County shall provide SPaLA with a written 30-day notice, and provide documentation of any expenses incurred. Thereafter, SPaLA shall be given a reasonable opportunity to cure any defaults, but no more than 60 days, before the County seeks a legal remedy, such as filing a claim against SPaLA.

b. SPaLA shall be responsible for, responding to, and managing any and all violations of local, state and federal laws or regulations and for violation of SPP's Parking Lot Rules related to SPaLA's operation of the SPP and the provision of the Services on the Premises ("Infractions"). Any costs or fees necessary for permits or licenses shall be paid by SPaLA. Both Parties agree that if DPH receives notice of an Infraction, the County must notify SPaLA by providing written notice invoking this subsection 10.b., and provide a copy of the citation or notice from the citing authority. Thereafter, DPH may cancel this Agreement with 24 hours' notice.

11. AMENDMENTS: This Agreement and the applicable Entry Permit and their respective attachments and exhibits contain the entire agreement between the Parties hereto regarding the SPP and the use of the Premises described in the Entry Permit. SPaLA and the County, however, may require amendments to this Agreement. Any addition or modification of terms, except as expressly detailed herein, shall only be effective if set forth in writing and signed by both SPaLA and the County. The County and SPaLA may enter into additional Entry Permits for other County property, and in such instances, this Agreement and said new Entry Permit will constitute the agreement between the Parties as to that other County property.

12. NOTICE: Notices given pursuant to this Agreement shall be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. mails. Such notices shall be deemed received by the addressee on the date shown on the Return Receipt. Any such notice shall be addressed to SPaLA as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such place in California as may hereinafter be designated in writing by SPaLA by written notice to County in the manner detailed in this section. Any notice and Certificates of Insurance to be delivered to the County shall be addressed to:

County of Los Angeles  
Department of Public Health  
[Address]  
Attention: [Insert name]

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13. **EMPLOYEES:** All reference to SPaLA herein are deemed to include the employees, agents, assigns, its contractors, volunteers, and anyone else involved in any manner in the exercise of the rights herein given to SPaLA.

14. **ASSIGNMENT:** This Agreement is personal to SPaLA, and in the event, SPaLA shall attempt to assign or transfer the same in whole or in part, this Agreement shall immediately terminate.

15. **INTERPRETATION:** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

16. **POWER AND AUTHORITY:** SPaLA has the legal power, right and authority to enter into this Agreement, and to comply with the provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising SPaLA have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement.

17. **SURVIVAL OF COVENANTS:** The covenants, agreement, indemnities, representations and warranties made herein are intended to survive the termination of this Agreement.

18. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in multiple counterparts by the Parties. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature and will be binding on each party as if it were physically executed.

19. **GOVERNING LAW AND FORUM:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

The undersigned hereby represent and acknowledge that they are duly authorized to execute this Agreement on behalf of the entity for which they sign.

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH

SAFE PARKING OF LOS ANGELES

**County of Los Angeles/Safe Parking L.A.  
Agreement**

\_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Assistant County Counsel