

Ordinance No. 5505

Interim Ordinance of the Council of the City of Palo Alto Amending Chapters 18.28 (Special Purpose (PF, OS and AC) Districts) and 18.42 (Standards for Special Uses) of Title 18 (Zoning) of the Palo Alto Municipal Code (PAMC) to Adopt Temporary Regulations Relating to Safe Parking in PF Districts

The Council of the City of Palo Alto ORDAINS as follows:

SECTION 1. Findings and declarations. The City Council finds and declares as follows:

- A. The number of households dwelling in vehicles has grown substantially in the past decade. The lack of stable, affordable housing and other life circumstances have contributed to this growth.
- B. On thoroughfares throughout the city, individuals, families, and households of many kinds can be found dwelling in recreational vehicles, trucks, vans, cars, and other motorized vehicles.
- C. The City must, for the health, safety, and welfare of the community, identify and implement short-term and long-term solutions that support these households as they pursue and ultimately secure affordable, stable housing. Safe parking programs, which offer off-street, authorized parking spots in parking lots for households dwelling in their vehicles, represent a short-term solution.
- D. The County of Santa Clara has expressed a desire and willingness to host safe parking programs on City land to provide assistance to homeless households as they seek and follow a path towards stable housing.
- E. The presence of these vehicles and the accompanying administration of assistance is a minor additional use that would not conflict with the primary use of the properties nor threaten the health, safety, or welfare of the community or its inhabitants. The administration of such programs serves to enhance the health, safety, and welfare of the community.

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SECTION 2. Section 18.28.040 (Land Uses) of Chapter 18.28 (Special Purpose (PF, OS and AC) Districts) of Title 18 (Zoning) is hereby amended as follows (additions are underlined):

18.28.040 Land Uses

Table 1 shows the permitted (P) and conditionally permitted (CUP) land uses for the Special Purpose Districts.

**Table 1
Land Uses**

	PF	OS	AC	Subject to Regulations in Chapter:
ACCESSORY AND SUPPORT USES				
Accessory facilities and accessory uses		P		Chs. 18.40 and 18.42
Eating and drinking services in conjunction with a permitted use	CUP ⁽¹⁾			
Retail services as an accessory use to the administrative offices of a non-profit organization, provided that such retail services do not exceed 25% of the gross floor area of the combined administrative office services and retail service uses	CUP ⁽¹⁾			
Retail services in conjunction with a permitted use	CUP ⁽¹⁾			
Sale of agricultural products produced on the premises; provided, that no permanent commercial structure for the sale or processing of agricultural products shall be permitted.			P	
Accessory dwelling units, subject to regulations in Section 18.42.040			P ⁽²⁾	18.42.040
Junior accessory dwelling unit		P ⁽²⁾		18.42.040
Safe Parking	(3)			<u>18.42.170</u>
AGRICULTURAL AND OPEN SPACE USES				
Agricultural Uses, including animal husbandry, crops, dairying, horticulture, nurseries, livestock farming, tree farming, viticulture, and similar uses not inconsistent with the intent and purpose of this chapter		P	P	

Botanical conservatories, outdoor nature laboratories, and similar facilities		P		
Native wildlife sanctuaries		P		
Park uses and uses incidental to park operation	P			
EDUCATIONAL, RELIGIOUS, AND ASSEMBLY USES				
Business or trade schools	CUP ⁽¹⁾			
Churches and religious institutions	CUP ⁽¹⁾			
Educational, charitable, research, and philanthropic institutions		CUP		
Private educational facilities	CUP ⁽¹⁾			
Public or private colleges and universities and facilities appurtenant thereto	CUP			
Special education classes	CUP ⁽¹⁾			
OFFICE USES				
Administrative office services for non-profit organizations	CUP ⁽¹⁾			
OTHER USES				
Other uses which, in the opinion of the director, are similar to those listed as permitted or conditionally permitted uses	CUP ⁽¹⁾			
PUBLIC/QUASI-PUBLIC FACILITY USES				
All facilities owned or leased, and operated or used, by the City of Palo Alto, the County of Santa Clara, the State of California, the government of the United States, the Palo Alto Unified School District, or any other governmental agency, or leased by any such agency to another party	P			
Communication Facilities		CUP		
Community Centers	CUP ⁽¹⁾			
Utility Facilities	CUP	CUP	CUP	

RECREATIONAL USES				
Neighborhood recreation centers	CUP ⁽¹⁾			
Outdoor recreation services	CUP ⁽¹⁾		CUP	
Recreational uses including riding academies, clubs, stables, country clubs, and golf courses		CUP		
Youth clubs	CUP ⁽¹⁾			
RESIDENTIAL USES				
Single-family dwellings		P		
Manufactured housing (including mobile homes on permanent foundations)		P		18.40.
Guest ranches		CUP		
Residential care facilities, when utilizing existing structures on the site	CUP ⁽¹⁾			
Residential Care Homes		P		
Residential use, and accessory buildings and uses customarily incidental to permitted dwellings; provided, however, that such permitted dwellings shall be for the exclusive use of the owner or owners, or lessee or lessor of land upon which the permitted agricultural use is conducted, and the residence of other members of the same family and bona fide employees of the aforementioned			P	
SERVICE USES				
Animal care, including boarding and kennels		CUP	CUP	
Cemeteries			CUP	
Cemeteries, not including mausolea, crematoria, or columbaria		CUP		
Small day care homes		P		
Large day care homes		CUP		
Art, dance, gymnastic, exercise or music studios or classes	CUP ⁽¹⁾			

Medical Services:				
Hospitals	CUP			
Outpatient medical facilities with associated medical research	CUP			
TEMPORARY USES				
Temporary parking facilities, provided that such facilities shall remain no more than five years	CUP ⁽¹⁾			
TRANSPORTATION USES				
Airports and airport-related uses	CUP ⁽¹⁾			

(1) Provided such use is conducted on property owned by the City of Palo Alto, the County of Santa Clara, the State of California, the government of the United States, the Palo Alto Unified School District, or any other governmental agency, and leased for said uses.

(2) An accessory dwelling unit or a Junior Accessory Dwelling Unit associated with a single-family residence on a lot in the OS District is permitted, subject to the provisions of Section 18.42.040, and such that no more than two total units result on the lot.

(3) Provided such use is conducted on property owned by the City of Palo Alto.

SECTION 3. Chapter 18.42 (Standards for Special Uses) of Title 18 (Zoning) is hereby amended to add a new Section 18.42.170 (PF District Safe Parking) to read as follows:

18.42.170 PF District Safe Parking

The following regulations apply to safe parking in the PF district described in Chapter 18.28 of this Code.

(a) Purpose

The intent of this section is to establish regulations to govern the operation of safe parking programs in the PF district within the City of Palo Alto. The safe parking programs provide interim assistance to households using vehicles as their residence by providing a safe place to park, access to restroom facilities, connection to social service programs, and other support to transition households into permanent, stable housing.

(b) Definitions

- (1) "Safe Parking" means the providing of shelter of homeless persons and where the shelter is provided in vehicles located in designated Safe Parking Areas.
- (2) "Safe Parking Area" means the area where the vehicles are parked for the Safe Parking use within a PF district.

- (3) “Safe Parking Program Operator” means an agency or organization that facilitates, administers, oversees, and provides staffing for Safe Parking uses in Safe Parking Areas.

(c) **City Council Approval Required**

No person shall operate, allow, permit or suffer a Safe Parking use without approval from the City Council through a contract, license, or lease for Safe Parking use. Notice of the Council meeting shall be given by mail to owners and residents of property within 600 feet of the subject property. The notice shall include the address of the property, a brief description of the proposed use, and the scheduled date and time of the meeting.

(d) **Standards and Conduct of Use**

The following standards shall apply to all Safe Parking uses:

- (1) **Number of vehicles.** The number of vehicles shall be limited to those that can fit in the Safe Parking Area while allowing for at least 10 feet of open space in all directions between each vehicle. In addition, there shall be sufficient clearance for emergency vehicles to access the site. The Fire Department shall review and approve the maximum number of vehicles and the configuration of those vehicles in accordance with the Fire Code and the standards in this Section.
- (2) **Noise.** Audio, video, generator, or other amplified sound that is audible outside the vehicles parked in the Safe Parking program is prohibited.
- (3) **Shelter in vehicles.** All persons receiving Safe Parking shall shelter within their vehicles overnight. No person shall be housed in tents, lean-tos, pop-outs, or other temporary facilities outside of vehicles.
- (4) **Required facilities.** Accessible restroom facilities, including a toilet and handwashing sink, shall be available to persons utilizing the site for Safe Parking at all times during the hours of operation. These facilities may be the existing onsite facilities or mobile facilities brought onsite on a temporary basis to serve persons utilizing Safe Parking.
- (5) **Contact information.** The following emergency contact information shall be posted on site in a place readily visible to persons utilizing Safe Parking: (i) a contact phone number for the Safe Parking Program Operator; (ii) the police non-emergency phone number; and (iii) 911. The Safe Parking Program Operator shall be available at all hours of operation at the posted phone number and shall be the first contact for non-emergency matters.
- (6) **Connection to county case management system.** The Safe Parking use shall be managed and operated by a Safe Parking Program Operator that participates in the Santa Clara County Homeless Management Information System.

- (7) **Safe, clean, orderly premises.** The Safe Parking Area and other onsite areas accessed by persons utilizing Safe Parking shall be maintained in a safe, clean and orderly condition and manner.
- (8) **No leakage of contaminants.** Black/grey water from vehicles shall be properly disposed offsite in accordance with all relevant laws and regulations. Vehicles that leak domestic sewage (including black/gray water) or other waste fluids or solids, or other fluids (including, but not limited to, gasoline, transmission or radiator fluid or engine oil), excluding potable water, are prohibited.
- (9) **Compliance with laws.** The Safe Parking use shall be operated in a manner that is fully in conformance with all State and local laws and regulations.

(d) **No Assignment.** No person shall assign or transfer a safe parking program contract, license, or lease issued in compliance with this Section without written City approval.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. This ordinance is intended to supplement, and not replace, Palo Alto Ordinance No. 5490, and therefore this ordinance is not “replacement legislation” as defined by Section 13 of Palo Alto Ordinance No. 5490.

SECTION 6. The Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3). This ordinance identifies the regulations governing the use of certain, limited sites for Safe Parking. The ordinance itself does not authorize the use of any sites without subsequent approval from the City. Therefore, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

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SECTION 7. This Ordinance shall be effective on the thirty-first date after the date of its adoption and shall expire upon adoption of replacement legislation by the City Council. Upon expiration of this Ordinance, the City Clerk shall direct the City’s codifier to update the Palo Alto Municipal Code as appropriate.

INTRODUCED: September 14, 2020

PASSED: September 28, 2020

AYES: CORMACK, DUBOIS, FILSETH, FINE, KNISS, KOU, TANAKA

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

DocuSigned by:
Beth Minor
27523117DA804D7...
City Clerk

DocuSigned by:
Adrian Fine
289F2F8A691E446...
Mayor

APPROVED AS TO FORM:

DocuSigned by:
Tim Shimizu
23DECA072A0E483...
Deputy City Attorney

APPROVED:

DocuSigned by:
Ed Shikada
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City Manager

DocuSigned by:
[Signature]
293CF322E1294F6...
Director of Planning & Development Services

**LEASE AGREEMENT BETWEEN THE CITY OF PALO ALTO
AND
THE COUNTY OF SANTA CLARA
FOR
USE OF A PORTION OF 2000 GENG ROAD**

This Lease Agreement (“Agreement”) is made as of the later(est) of the dates set forth for the parties hereto on the signature page below (the “Effective Date”) by and between THE CITY OF PALO ALTO, a municipal corporation of the State of California (“City”) and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (“County”).

RECITALS

WHEREAS, City is the owner of certain real property located at 2000 Geng Road in the City of Palo Alto, California and desires to lease a portion of the property as more particularly described on Exhibit A attached hereto (“Premises”); and

WHEREAS, County desires to lease the Premises for a period of thirty-six (36) months solely to provide the Premises for the County’s 24-hour safe parking program for recreational and other vehicles and persons residing in such vehicles on a temporary basis (“Safe Parking”); and

WHEREAS, subject to the covenants and conditions set forth below, the City desires to lease to the County the Premises for the sole purpose of Safe Parking.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Lease. City hereby grants to County a lease for the exclusive right to use the Premises solely to provide Safe Parking in compliance with all federal, state, and local laws. Notwithstanding the previous sentence, City may pass through the Premises with reasonable notice to County to access adjacent lots; and City may enter the Premises without any notice in emergency situations if there is a substantial risk to health, safety, or property. The County’s use of the Premises for Safe Parking is restricted to uses directly associated with providing a temporary location for and services to the homeless in compliance with the standards in Exhibit C and shall be limited to no more than twelve RV-sized parking spaces at any one time (each such space may fit one RV or two cars). Other than for Safe Parking, County will not, nor will County allow anyone else to, park on, remove, relocate, alter, attach anything to, or otherwise modify the Premises, without the prior written consent in each instance of the City, which consent may be granted or withheld in the City’s sole and absolute discretion. County shall not do anything or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants. County understands, acknowledges, accepts and agrees that City is entering into this Agreement in its capacity

as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing herein shall limit in any way County's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

2. Term. The term of this Agreement shall commence upon the Effective Date and end on the last day of the thirty-sixth month after commencement ("Term"). Notwithstanding anything to the contrary this Agreement, the Term shall expire no later than the date Government Code Section 8698.4 (or any statutory replacement thereof) is repealed. It is understood that this Agreement is intended to give County a temporary use of the Premises and that County shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from City upon expiration, termination, or cancellation of this Agreement.

3. Use Fee. County agrees to pay the City the sum of One Dollar (\$1.00) for the use of the Premises for the Term. County acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be County's sole responsibility and liability.

4. Acceptance of Premises.

a. County expressly acknowledges and agrees that the Premises is being made available for County's use "as is" "where-is" "with all faults" and the City makes no warranties or representations whatsoever regarding the condition of the Premises or of its suitability for Safe Parking.

b. The City shall not have any obligation to make any alterations, repairs, maintenance or improvements to the Premises prior to the commencement of the Term or at any time thereafter.

c. County shall not alter the Premises without the prior written consent of the City. County shall obtain, maintain and pay for all permits and licenses that may be or are required for the use of the Premises. County acknowledges and agrees that construction or improvement work performed under this Agreement may be considered a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. County is solely responsible and liable for ensuring compliance with all applicable prevailing wage laws. County shall not allow any mechanic's or other liens to be made against the property and shall indemnify and save harmless City against all costs, liabilities, suits, claims and demands, including legal fees and court costs, resulting from any such liens.

d. Prior to opening the Premises for Safe Parking, County shall, at its own expense, make the following improvements to the Premises:

- i. Ensure the Premises have two pedestrian exiting gates that allow persons to exit the Premises towards Geng Road. Notwithstanding anything to the contrary in this Agreement, the County shall not be required to remove or restore any new exiting improvements added to the Premises at the end of the

- Term. The plans for any new exiting gates shall be subject the reasonable approval of the City.
- ii. Install means of controlling access to the garage bays on the Premises. Such means of controlling access may be chain link fencing and gates or other means. County shall remove the means of access control at the end of this Lease unless City waives this in writing.
 - iii. The County is permitted, though not required, to stripe the surface of the parking area to demarcate where vehicles may be permitted. The County shall submit to the City plans for the layout of the vehicles prior to operating the Safe Parking program. Such layout plan shall be reviewed by the City for compliance with the local and state Fire Code. Should County stripe the surface of the parking area, County shall remove the striping at the end of this Lease unless City waives this in writing.
 - iv. County shall provide City with a copy of all keys, access codes, etc. for any locks or other means of access control installed by County. City shall return these keys at the end of this Lease if the locks are being returned to County.

Notwithstanding subsection c. above, the County may make the improvements set forth in subsection d. above without the prior consent of the City, except as may be specifically set forth in subsection d. above.

e. County shall provide and pay for its own power and utilities, if necessary, to operate on the Premises.

f. County shall not open the Premises to Safe Parking clients until the City's ordinance permitting safe parking in its PF Districts becomes effective. Prior to this, the County may prepare the Premises for Safe Parking use, including making the improvements listed in Section d. above.

5. Maintenance of Premises. County shall at all times maintain the Premises in good repair and in a clean, neat, sanitary, safe, and orderly fashion, minimize any dust and noise in conformance with neighborhood standards, refrain from (and cause representatives and occupants to refrain from) placing, storing and/or using any hazardous substances at the Premises (other than reasonable quantities of fuel for the occupants' vehicles and living needs and residential cleaning products), and promptly remove any and all garbage and/or debris placed onto the Premises regularly throughout and prior to the end of the Term. If County fails to keep the Premises in good condition and repair and continues such failure after five (5) business days' notice from the City, City may make any necessary repairs and bill County for the cost of such repairs and such amount shall be payable by County within thirty (30) days invoice from the City. County and County's representatives and occupants shall not cause, nor shall County and County's representatives and occupants allow anyone to cause, any Hazardous Material (as defined below) to be sold, offered for sale, released, brought upon, kept,

used, stored, generated or disposed of in, on or about the Premises. No waste, including any Hazardous Waste, generated as a result of the operation shall be left, stored or disposed of on the Premises. For purposes hereof, "Hazardous Material" means, but is not limited to, material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, safety, welfare or the environment, including but not limited to consumer safety and health. The meaning of "Hazardous Material" as used herein also includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises; any chemical, content or product failing to meet the applicable standards imposed by regulation or other law falling within the jurisdiction of the U.S. Consumer Product Safety Commission, the U.S. Department of Transportation, the U.S. Environmental Protection Agency, the U.S. Federal Trade Commission, the U.S. Food and Drug Administration, U.S. Department of Agriculture, or any local or state agency or department of equivalent or similar jurisdiction or authority; and/or any other similarly regulated product, substance or chemical containing regulated levels of lead, phthalates, bloodborne pathogens, bio-waste, medical waste, pesticides, those products for which a pesticidal claims is made, and/or pharmaceuticals. The meaning of Hazardous Material, as used herein, shall also include any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. Notwithstanding the foregoing, County may use reasonable amounts of cleaning supplies in connection with Safe Parking and may have fuel in vehicles in standard amounts necessary to operate the same, in compliance with applicable law.

6. Surrender of Premises.

a. Upon cancellation, termination, or expiration of this Agreement, County shall restore and return the Premises to the City, at no expense to City, in as good or better condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. The Premises shall be returned without any RVs or other vehicles parked or otherwise using the site. Should County fail to remove or dispose of personal property at the end of the Term or earlier termination of this Agreement, City may consider the property abandoned and may claim proper title to it or dispose of it at County's expense.

b. County shall repair all damage caused to the Premises during the Term at no cost to the City.

7. Assignment. County shall not transfer or assign any or all rights or obligations under this Agreement, and any attempt at assignment shall be wholly void and of no effect. This Agreement is made and entered into solely for the benefit of the City and County, and no other third person shall have any right of action under this

Agreement. Notwithstanding anything to the contrary above in this, the County shall have the right to engage third parties to manage and/or provide services to the Premises subject to and in accordance with the terms of this Agreement.

8. No Agent: County shall not become an agent or employee of City by virtue of this Agreement, and the parties expressly agree that no agency or employment relationship is created by this Agreement.

9. Insurance. County and County's contractors and subcontractors performing or carrying out the Safe Parking shall at its/their own expense, but for the mutual benefit of City and County, agrees to have and maintain the policies set forth in Exhibit B, entitled "INSURANCE REQUIREMENTS", which is attached hereto and incorporated herein.

10. Indemnification. Each party (the "Indemnitor") shall indemnify, defend, and hold the other party, and its respective officers, agents, and employees (collectively, the "Indemnitee"), harmless from and against any and all costs, loss, damages, claims, liability and/or expenses, including defense costs, legal fees and attorneys' fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, arising out of the Indemnitor's sole negligence or willful misconduct. The Indemnitor shall reimburse the Indemnitee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Indemnitor contests its obligation to indemnify, defend and/or hold harmless the Indemnitee under this Agreement and does not prevail in that contest. Each party's obligations under this paragraph are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

11. Termination. If the County violates any of the terms and conditions set forth in this Agreement, City may provide County with written notice of such violation and give County a reasonable amount of time to cure such violations. If County fails to cure such violation within a reasonable time after receipt of written notice from the City, then City shall have the right to terminate this Agreement immediately upon written notice from City to County. In addition, County may terminate this Agreement at any time with ten (10) business days' prior notice to City. In the event a termination of this Agreement, County agrees to cause all of its agents, officers and employees to immediately vacate the Premises and to remove all equipment and/or other property belonging to County, its agents, officers and/or employees from the Premises and to restore the Premises to the condition required hereunder.

12. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To City: City of Palo Alto
Real Estate Division
PO Box 10250
Palo Alto, CA 94303

To County: County of Santa Clara
Office of Supportive Housing
2310 North First Street, Suite 201
San Jose, CA 95131

or to such other address as any party may designate by notice in accordance with this Section.

A copy of any notice of a legal nature, including but not limited to, any claims against a party, its officers, or employees shall also be served in the manner specified above to the following addresses:

To City: Office of the City Clerk
City Hall, 7th Floor
250 Hamilton Avenue
Palo Alto, CA 94301

To County Counsel: Office of the County Counsel
County of Santa Clara
70 West Hedding Street, East Wing, 9th Floor
San Jose, CA 95110
Attention: County Counsel

With a copy to: Office of the City Attorney
City Hall, 8th Floor
250 Hamilton Avenue
Palo Alto, CA 94301

Notice shall be deemed effective on the date personally delivered or, if appropriate, on the date delivery is refused.

13. Nondiscrimination. Neither party hereto shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, actual or perceived gender identity, ethnicity, or national origin, in connection with the use, occupancy, tenure or enjoyment of the Premises.

14. Governing Law. The law governing this Agreement shall be that of the State of California.

15. Venue. If suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa

Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

16. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17. Compliance with Laws. County and all of its officers, employees, agents, consultants and contractors shall comply with all applicable federal, state and local codes, rules, regulations and guidelines as they pertain to this Agreement and the Safe Parking contemplated herein; provided, however, the City acknowledges and agrees that (a) the County is operating the Safe Parking pursuant to Government Code Section 8698.4, which allows “any housing, health, habitability, planning and zoning, or safety standards, procedures, or laws” to be suspended for homeless shelters, provided the County “has adopted health and safety standards for homeless shelters consistent with ensuring minimal public health and safety and those standards are complied with”, and (b) the County has adopted and intends to adhere to County Ordinance C22 regarding Shelter Crisis Developments.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using DocuSign or technology approved by the County.


19. Accessibility Standards Notice. As may be required by Section 1938(a) of the California Civil Code, City discloses to County that the Premises have not undergone inspection by a certified access specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, City also states that: “A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any

repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

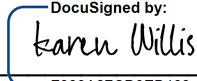
“COUNTY”

COUNTY OF SANTA CLARA, a political subdivision of the State of California

By  _____
Name: Jeff Draper@af.sccgov.org
Title: Director, Facilities and Fleet

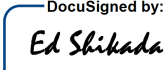
Date: 09/10, 2020

APPROVED AS TO FORM AND LEGALITY:

 _____
KAREN M. WILLIS
Deputy County Counsel

“CITY”

CITY OF PALO ALTO, a municipal corporation

By  _____
Name: Ed Shikada
Title: City Manager

Date: 09/17, 2020

APPROVED AS TO FORM:


 _____
City Attorney or designee

EXHIBIT A
PREMISES



The Premises is the area within the red border at the property generally known as 2000 Geng Road in Palo Alto. The Premises includes all improvements present on the Premises at the time the Lease is executed (and may or may not be depicted in this general photo above), including but not limited to: buildings, structures, landscaping, and paving, and utilities infrastructure.

EXHIBIT B
INSURANCE REQUIREMENTS

THE COUNTY, AT ITS SOLE EXPENSE, SHALL FOR THE TERM OF THE LEASE OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

LEASE IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE	\$2,000,000 \$2,000,000	\$5,000,000 \$5,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
YES	PROPERTY INSURANCE	Coverage for property damage due to the County's actions or omissions shall be provided with the general liability coverage required above		
YES	COUNTY, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED.			

I. INSURANCE COVERAGE MUST INCLUDE:

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF CONSULTANT UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, COUNTY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

II. SELF-INSURANCE

Any self-insurance must first be approved in writing by the City upon satisfactory evidence of financial capacity. County's insurance obligations under this Lease may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT C
PERFORMANCE STANDARDS

County and its safe parking operator(s) shall adhere to these performance standards under this Agreement:

- (1) **Noise.** Audio, video, generator, or other amplified sound that is audible outside the vehicles parked in the Safe Parking program is prohibited.
- (2) **Shelter in vehicles.** All persons receiving Safe Parking shall shelter within their vehicles overnight. No person shall be housed in tents, lean-tos, pop-outs, or other temporary facilities outside of vehicles.
- (3) **Required facilities.** Accessible restroom facilities, including a toilet and handwashing sink, shall be available to persons utilizing the site for Safe Parking at all times during the hours of operation. These facilities may be the existing onsite facilities or mobile facilities brought onsite on a temporary basis to serve persons utilizing Safe Parking.
- (4) **Contact information.** The following emergency contact information shall be posted on site in a place readily visible to persons utilizing Safe Parking: (i) a contact phone number for the Safe Parking Program Operator; (ii) the police non-emergency phone number; and (iii) 911. The Safe Parking Program Operator shall be available at all hours of operation at the posted phone number and shall be the first contact for non-emergency matters.
- (5) **Connection to Homeless Management Information System.** The Safe Parking use shall be managed and operated by a Safe Parking Program Operator that participates in the Santa Clara County Homeless Management Information System.
- (6) **Safe, clean, orderly premises.** The Safe Parking Area and other onsite areas accessed by persons utilizing Safe Parking shall be maintained in a safe, clean and orderly condition and manner.
- (7) **No leakage of contaminants.** Black/grey water from vehicles shall be properly disposed offsite in accordance with all relevant laws and regulations. Vehicles that leak domestic sewage (including black/gray water) or other waste fluids or solids, or other fluids (including, but not limited to, gasoline, transmission or radiator fluid or engine oil), excluding potable water, are prohibited.
- (8) **Compliance with laws.** The Safe Parking use shall be operated in a manner that is fully in conformance with all State and local laws.

Certificate Of Completion

Envelope Id: 02762FB187BD4F3D930D95BEB6C674BD	Status: Completed
Subject: Please DocuSign: Attachment B City of Palo Alto-County Safe Parking Lease	
Source Envelope:	
Document Pages: 12	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Madina Klicheva
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Madina.Klicheva@CityofPaloAlto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original 9/10/2020 10:41:35 AM	Holder: Madina Klicheva Madina.Klicheva@CityofPaloAlto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Karen Willis
karen.willis@cco.sccgov.org
Deputy County Counsel
County of Santa Clara
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


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Signature Adoption: Pre-selected Style
Using IP Address: 146.74.1.99

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Viewed: 9/10/2020 10:50:17 AM
Signed: 9/10/2020 10:54:50 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

jeff.draper@faf.sccgov.org
jeff.draper@faf.sccgov.org
Director, Facilities and Fleet
County of Santa Clara
Security Level: Email, Account Authentication (None)

DocuSigned by:

BE6829EDA68F4E9...
Signature Adoption: Uploaded Signature Image
Using IP Address: 76.14.11.226

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Viewed: 9/10/2020 2:49:55 PM
Signed: 9/10/2020 2:50:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/10/2020 10:54:53 AM
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	9/10/2020 2:50:37 PM

Payment Events	Status	Timestamps
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Certificate Of Completion

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Subject: Please DocuSign: City of Palo Alto-County Safe Parking Lease Agreement - 2000 Geng Rd	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Madina Klicheva
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Madina.Klicheva@CityofPaloAlto.org
	IP Address: 24.7.54.36

Record Tracking

Status: Original 9/17/2020 8:57:54 AM	Holder: Madina Klicheva Madina.Klicheva@CityofPaloAlto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Tim Shimizu
Tim.Shimizu@CityofPaloAlto.org
Deputy City Attorney
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:
Tim Shimizu
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Signature Adoption: Pre-selected Style
Using IP Address: 199.33.32.254

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Signed: 9/17/2020 9:04:40 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ed Shikada
Ed.Shikada@CityofPaloAlto.org
Ed Shikada, City Manager
City of Palo Alto
Security Level: Email, Account Authentication (None)


DocuSigned by:
Ed Shikada
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Viewed: 9/17/2020 2:01:53 PM
Signed: 9/17/2020 2:02:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

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Timestamp

Carbon Copy Events

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Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

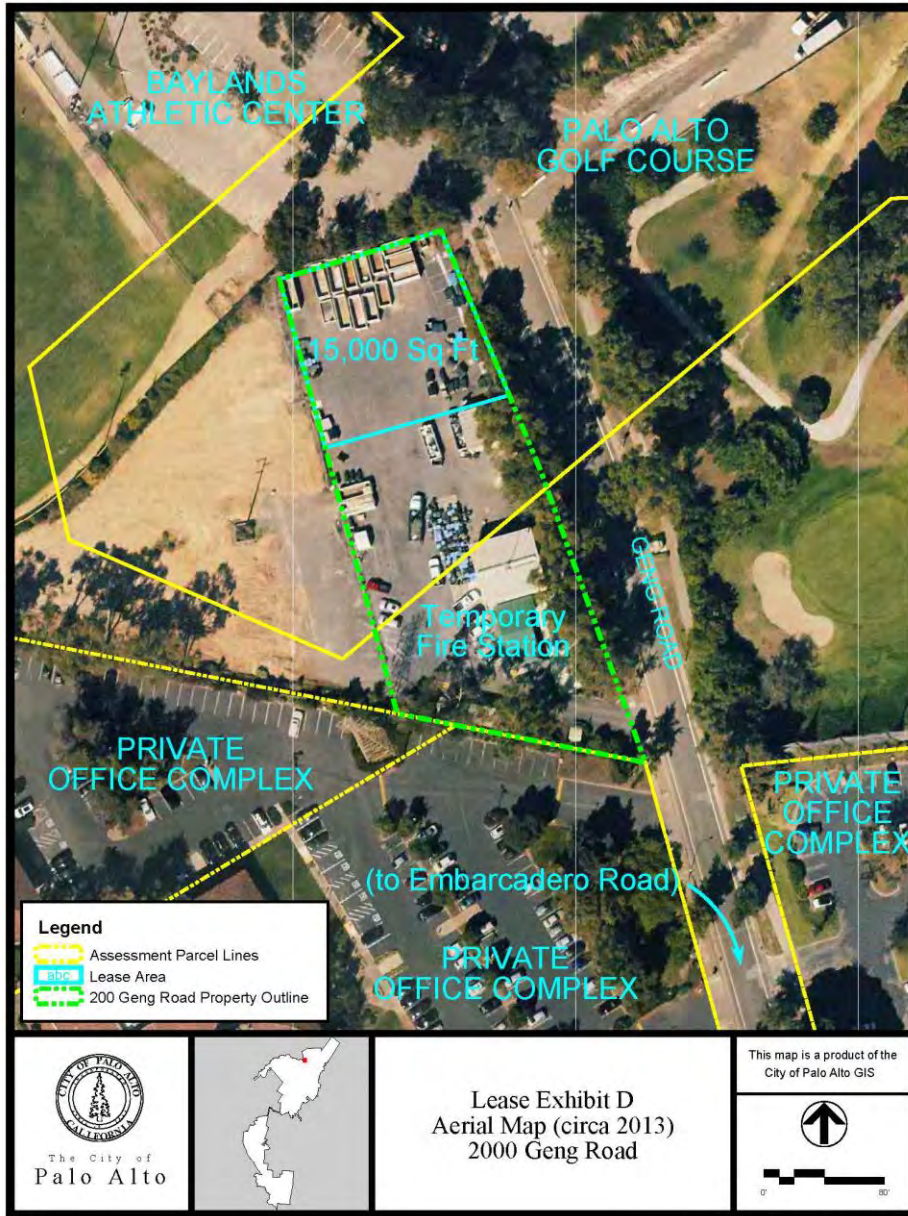
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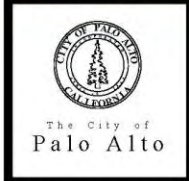
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Completed	Security Checked	9/17/2020 2:02:01 PM

Payment Events	Status	Timestamps
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Attachment C – 2000 Geng Road



Legend
Assessment Parcel Lines
Lease Area
2000 Geng Road Property Outline



Lease Exhibit D
Aerial Map (circa 2013)
2000 Geng Road

This map is a product of the City of Palo Alto GIS

A north arrow pointing upwards and a scale bar showing 0, 10, and 20 feet.

rsach, 2016-01-14 10:29:06
Geng Road Anderson Honda Lease Aerial (lcc:mapi\Encaps\Adm\Personal\rsach.mxd) This document is a graphic representation only of best available sources. The City of Palo Alto assumes no responsibility for any errors. ©1999 to 2016 City of Palo Alto

Certificate Of Completion

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Source Envelope:	
Document Pages: 25	Signatures: 5
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kim Lunt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	kimberly.lunt@cityofpaloalto.org
	IP Address: 199.33.32.254

Record Tracking

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10/14/2020 10:58:52 AM	kimberly.lunt@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Tim Shimizu
 Tim.Shimizu@CityofPaloAlto.org
 Deputy City Attorney
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


 Tim Shimizu
 23DECA072A0E483...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.169.5.157

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jonathan Lait
 Jonathan.Lait@CityofPaloAlto.org
 Interim Director Planning and Community Environment
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Jonathan Lait
 293CF322E1294F6...
 Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Ed Shikada
 ed.shikada@cityofpaloalto.org
 Ed Shikada, City Manager
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Ed Shikada
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Electronic Record and Signature Disclosure: Not Offered via DocuSign


Adrian Fine
 adrian.fine@cityofpaloalto.org
 Security Level: Email, Account Authentication (None)

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 Adrian Fine
 289F2F8A691E446...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.68.152.145

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signer Events	Signature	Timestamp
Beth Minor Beth.Minor@CityofPaloAlto.org City Clerk City of Palo Alto Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Beth Minor</i> 27523117DA804D7...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 199.33.32.254</p>	Sent: 10/19/2020 5:21:29 PM Viewed: 10/19/2020 5:29:33 PM Signed: 10/19/2020 5:29:56 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/19/2020 5:29:56 PM
Completed	Security Checked	10/19/2020 5:29:56 PM

Payment Events	Status	Timestamps
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