



# MOVE Mountain View

## Safe Parking Program Program Provider Agreement

This agreement is made on this 5 day of February 2023 by and between Congregation Etz Chayim ("HOST") and Move Mountain View ("Move MV"), a California non-profit corporation (collectively "the PARTIES").

HOST agrees to provide all parking spaces overnight on its parking lot located at 4161 Alma St. Palo Alto CA 94306 on the understanding that the use of these parking spaces will be under the management of Move MV. The vehicle owners/occupants are known herein as "Clients."

HOST agrees to protect the privacy of Clients parking in the HOST'S Lot by adhering to the requirements of Federal HIPAA regulations. Compliance includes not sharing Clients' names, images or any identifying information publicly.

HOST agrees that Move MV will be solely responsible for case management, coordination, management, overseeing registration, and the resolving of Client issues while they are using the overnight parking spaces at HOST'S Lot and will supply staff to supervise this project.

HOST agrees to attend orientation to learn how to serve and interact with the Clients prior to opening the HOST'S Lot.

HOST agrees that it may collaborate with Move MV in opportunities for the HOST to provide additional assistance to the Clients of Move MV. For continuity of care Move MV shall guide and manage these collaborations. Gifts of food, hotel vouchers, clothing, etc. will be collected at Move MV offices and distributed to the Clients.

HOST agrees that program concerns on the part of the HOST shall be directed to the Move MV Program Director and/ or Operations Manager. HOST agrees that Move MV will be the sole manager of the GUEST services provided by Move MV.

HOST agrees that it shall not take applications for parking lot spaces. This task is reserved solely for Move MV. Move MV agrees to provide Lot Monitor(s) to supervise and maintain the Safe Parking Program at the HOST'S Lot. Move MV agrees to provide Case Management.

Move MV agrees to provide Insurance and will supply a certificate of coverage to HOST.

HOST and MOVE MV agree as follows:

1. **Term:** The term of this Agreement shall commence on the date that the last necessary signature is affixed (the Effective Date) and shall continue until February 5, 2024 when this agreement can be renewed going forward, unless either party terminates the Agreement as provided herein.
2. **Site Specific Agreements:** In addition to the terms set forth herein, the PARTIES will execute the Site Term Sheet attached hereto as Exhibit A that will set forth specific agreements with respect to the use of HOST's site. The terms of the Site Term Sheet may include hours of operation, vehicle types, client demographics, site-specific rules, and other terms to which the Parties agree. Site-specific agreements are incorporated herein by reference and may only be amended in writing, subject to other additional requirements of HOST.
3. **Permits only Upon Execution of Written Agreement with Clients:** Move MV will issue permits to authorized Clients as provided in the Site Term Sheet and will only issue a permit to Clients with whom Move MV has a written agreement to use the Designated Space for overnight parking. The written agreement between Move MV and Clients will at a minimum contain the following conditions:
  1. No drugs, marijuana, or alcohol may be contained or stored in the vehicle or consumed on the HOST property.
  2. No firearms or weapons of any kind are permitted.
  3. No cooking or food preparation may be performed outside of Clients' vehicles.
  4. All trash, including human waste, must be disposed of properly at another location and not on the property of the HOST. However, if at its election HOST provides a trash and/or recycling receptacle

for use by Clients, those receptacles may be used as indicated with Clients given the lock combinations to the trash bins.

5. No music or other noises may be played that can be heard outside any vehicle or on surrounding sidewalks and properties between the hours of 6 PM and 8 AM.
6. Parking is limited to the program hours and days as set forth in the Site Term Sheet.
7. The Client must possess a current driver's license, vehicle registration and insurance for the vehicle that will be parked in the Designated Space. Move MV will keep a copy of all three documents in its records.
8. Vehicle may only be occupied by designated Clients and approved registered household members. Additional unregistered occupants are not allowed.
9. Vehicles must park at least 1/2 mile away from the lot during non-operating hours.
10. Clients must comply with all applicable local, state, and federal laws, rules, and regulations.
11. A parent or guardian must supervise children at all times.
12. A Client's failure to follow all rules will result in termination from the program and expulsion from the HOST property.
13. Clients and household members waive any relocation benefits and rights to tenancy.
14. Clients may not sleep outside vehicles.
15. No violence or threats of violence are permitted.

Additional terms to effectuate the provisions contained within the relevant Site Term Sheet will be included in the Written Agreement between Move MV and Clients.

**4. Authorized Vehicles Only:** Move MV will use reasonable efforts to ensure that only one vehicle owned by the GUEST is parked in the Designated Space during program hours. Move MV will supply the GUEST, who is authorized to use the Designated Space, a "permit" to be displayed in the GUEST's vehicle window.

**5. Removal of Vehicles:** Subject to the California Vehicle code, upon notification by HOST, MOVE MV will remove any vehicle parked on the property after 8:00 am (or other closing time contained within the Site Term Sheet), including but not limited to an abandoned and inoperable vehicle. Upon notification by HOST, MOVE MV will also remove any vehicle that is owned by a GUEST that is parked anywhere on the lot other than in a Designated Space and any unauthorized vehicle parked on the property. To this end, HOST agrees to allow MOVE MV to post the lot with tow/impound warning signs, which are legally required before removing vehicles from the lot.

**6. Indemnification:** MOVE MV shall defend, indemnify and hold harmless HOST, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of damage or injury caused by a GUEST on or adjacent to HOST property; except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the gross negligence or willful misconduct of HOST, its employees, agents, or representatives. MOVE MV shall provide a "Certificate of Liability Insurance" naming the HOST as an additional insured to HOST. MOVE MV shall notify HOST immediately in the event of any accident, damage or injury arising out of or in connection with this Agreement.

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**7. Compliance with Laws:** MOVE MV will comply with all applicable laws, statutes, ordinances, rules and regulations relating to the GUEST's use of the Designated Space.

**8. Condition of Property and Improvements:** HOST makes no representations or warranties regarding the suitability of the Designated Spaces for overnight sleeping or regarding conditions of the improvements in the parking lot owned by the HOST.

**9. Alterations:** MOVE MV may not alter or make improvements to the Designated Space or the parking lot without the express written approval of HOST.

**10. Governing Law:** This Agreement is governed by the laws of the State of California.

**11. Whole Agreement:** This Agreement including the Site Term Sheet attached as Exhibit A, constitutes the entire agreement between the Parties related to the use of the Designated Space and supersedes all prior

written and verbal agreements, representations, promises or understandings between the parties related thereto.

**12. Amendments:** Any amendments to this Agreement must be in writing and executed by both parties.

**13. Severability:** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

**14. Termination:** This Agreement may be terminated by either party in writing with 30 days' notice. HOST will allow up to 60 days to transfer clients to other available Safe Parking Lots.

**15. No Waiver:** The waiver by either party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement.

**16. Temporary Residency:** The parties hereto acknowledge and agree that Clients are temporary residents only and shall have no rights to permanent residency and/or relocation rights as a result of using the Designated Space at the site. Clients shall not receive US postal mail delivery at the HOST site. MOVE MV shall defend, indemnify and hold harmless HOST, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of any and/all tenancy and/or relocation claims of Clients arising from occupancy on the HOST's site.

HOST and Move MV consider the Agreement executed as of February 16, 2023, after the last date set forth below.

**HOST**

By: [Signature] By: \_\_\_\_\_

Executive Director

Date: February 16, 2023 Date: \_\_\_\_\_

**MOVE MV**

By: [Signature] (ML)

Amber Stime, Program Coordinator

Date: MARCH 7, 2023

**EXHIBIT A: SITE TERM SHEET**



**NAME OF OWNER:** Congregation Etz Chayim ("HOST")

**ADDRESS:** 4161 Alma St. Palo Alto CA 94306

**a. Number of Spaces and Hours of Operation:**

Subject to the terms of the Agreement, MOVE MV-designated Clients may use all four designated parking spaces between the hours of 6:00PM and 8:00AM, Seven (7) days per week for overnight parking. Operating hours under this agreement may be amended on reasonable notice to MOVE of specific needs of HOST such as special events, including special event needs of St. Andrews, which shares the parking lot with HOST.

**b. Permitted Vehicles:** HOST may specify allowed vehicle types. Vehicle types allowed are: passenger cars, including sedans, SUVs, pickups, and minivans.

**c. Clients:** HOST preferred population is women-only site, but other populations can be served if MOVE determines the need.

**d. Other Site-Specific Agreements:**

- Portable toilet with sink and working facilities will be supplied by MOVE MV and a combination lock will be provided to secure facility with combination given to GUESTS and cleaning service.
- MOVE MV will provide and service a trash bin for GUESTS. The trash bin will be checked daily during lot monitor rounds and trash removed from the site by MOVE MV.

HOST and Move MV consider the Agreement executed as of March 7, 2023, after the last date set forth below.

**HOST**

By: 

Ellen Bob, Executive Director

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

Date: March 29, 2023

Date: \_\_\_\_\_

**MOVE MV**

By: 

Michael Love, Operations Manager

Date: MARCH 29, 2023