

Project: New Beginnings' Safe  
Parking Program on County  
Property  
Folio #: 003506  
APN: Countywide  
Agent: CF

**LICENSE AND SERVICE AGREEMENT**

(Gov. Code §26227)

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY") and NEW BEGINNINGS COUNSELING CENTER, a non-profit public benefit corporation (hereinafter "LICENSEE").

**WHEREAS**, COUNTY is the owner of that certain real property and improvements located in the County of Santa Barbara known as County Assessor Parcels Numbers 029-121-020, 029-121-022, 029-121-023 & 059-140-041 (hereinafter the "Properties"), which are shown on Exhibits "A" and "B" attached hereto and incorporated herein by this reference; and

**WHEREAS**, the overnight Safe Parking Program was created due to COUNTY'S and LICENSEE'S concerns regarding the safety, health, and welfare of individuals and families living in their vehicles due to housing shortages in the COUNTY; and

**WHEREAS**, on August 17, 2004, the COUNTY Board of Supervisors directed the COUNTY Executive Office to enter into a License and Service Agreement (the "Prior Agreement") with LICENSEE for the management of an overnight Safe Parking Program (the "Program") to provide a safe place for many individuals and families living in vehicles parked overnight in three County parking lots; and

**WHEREAS**, since 2004, the Program has been operating as intended pursuant to the Prior Agreement, which has previously been amended several times to, *inter alia*, extend the term of the Prior Agreement, including the addition of five (5) RV spaces, and provide LICENSEE with the option to supply and maintain a portable restroom at a location designated by the County Facilities Maintenance Manager; and

**WHEREAS**, due to the Program's success and the COUNTY'S desire to continue the Program for as long as LICENSEE continues to provide administration and enforcement for the Program in accordance with the Program terms, conditions, and purpose, the COUNTY Board of Supervisors have delegated to the General Services Director, or designee, the administration and enforcement of the Program and the authority to approve any changes to the Program that are not in conflict with its purpose and use; and

**WHEREAS**, California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county,

and to make available any real property of the county which will not be needed for county purposes while in use for such programs, to be used to carry out such programs.

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, COUNTY and LICENSEE agree as follows:

- 1. ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of the General Services Department, or designee. The General Services Director, or designee, shall have the authority to approve and execute any future amendments that are not in conflict with the purpose and use, and do not extend the term, extend the program to other county locations, or increase the number of vehicles at any location, on behalf of the COUNTY Board of Supervisors.
- 2. TERM:** The term of this Agreement shall be FIVE (5) years commencing on the date executed by all parties hereto, including an option to extend for an additional FIVE (5) years. Either party may terminate this agreement or extension thereof, with ten (10) business days written notification to the other.
- 3. USE OF COUNTY-OWNED PARKING LOTS:** Subject to the terms and conditions set forth herein, LICENSEE may use the allotted parking spaces ("Allotted Spaces") in the Licensed Areas in certain COUNTY-owned parking lots as specified and shown on Exhibits "A" and "B", attached hereto and incorporated herein by reference (the "Licensed Areas"). LICENSEE acknowledges that all parking spaces are available and accessible to the public during non-business hours, and the COUNTY does not guarantee the availability of parking spaces for the LICENSEE. The COUNTY may from time to time restrict access to all or part of the Licensed Areas as deemed necessary, and upon advanced forty-eight (48) hour written notice of the Licensee, as set forth in paragraph 7., NOTICES. Unless otherwise deemed an emergency by the COUNTY.
- 4. WRITTEN AGREEMENT WITH USERS REQUIRED:** LICENSEE may only allow those clients of LICENSEE who are parties to a written agreement with LICENSEE to use the Allotted Spaces for overnight parking. The form of such written agreements between LICENSEE and Program Participants is identified as Exhibit "C" "Safe Parking Intake" attached hereto and incorporated herein by reference, shall be subject to the County Administrator's prior written consent, and shall, at a minimum, contain the following conditions:
  - a. No drugs or alcoholic beverages shall be contained in a Program Participant's vehicle or consumed by a Program Participant on COUNTY property.
  - b. The Program Participant shall not cook or prepare food outside of the Program Participant's vehicle.
  - c. All trash, including animal waste, shall be disposed of properly in trash receptacles designated by the County.
  - d. Program Participants shall not play music that is audible (i) on any sidewalk adjacent to a County-owned parking lot, or (ii) in any building adjacent to a County-owned parking lot.

- e. Parking in Allotted Spaces is limited to the Program Hours (Program Hours are between 7:00 p.m. and 6:30 a.m.).
- f. Program Participant vehicles are not permitted to be parked in spaces that are currently, proposed or in the future designated as an Electric Vehicle charging space within the Licensed Areas.
- g. Program Participant shall, at all times during the term of the applicable Program Participant Agreement, possess (and provide LICENSEE with a then-current true and correct copy of) each of the following: (i) a current driver's license, (ii) current vehicle registration, and (iii) proof of insurance for such Program Participant's vehicle parked in an Allotted Space. LICENSEE shall keep on record a copy of each such document provided by Program Participants.
- h. Program Participant vehicles may only be occupied by Program Participants and LICENSEE-approved registered household members of Program Participants. Guests shall not be allowed.
- i. Program Participants and all household members who will be staying in a Program Participant's vehicle must sign a waiver, release and hold harmless agreement with COUNTY (Exhibit C "Safe Parking Intake Form" attached hereto and incorporated herein by reference.).
- j. Unless otherwise indicated by COUNTY in writing, Program Participants shall only enter and exit the downtown area parking lot through the approved entrance and exit as shown on Exhibit A.
- k. Program Participants must comply with all applicable local, state, and federal laws, rules, and regulations.
- l. Failure to follow all Program rules applicable to Program Participants will result in termination of Program Participant's participation in the Program.
- m. Program Participants and their household members waive any and all relocation benefits.

**5. AUTHORIZED VEHICLES ONLY:** LICENSEE shall ensure that only vehicles owned by Program Participants are parked in the Allotted Spaces within the Licensed Areas during Program Hours. LICENSEE must supply Program Participants who are authorized to use the Allotted Spaces a "Permit" (Exhibit E "Safe Parking Program Permit" attached hereto and incorporated herein by reference) to be kept in the vehicle at all times and to be available for review when requested by a COUNTY's authorized representative. LICENSEE understands that only RV's are allowed to park in the one designated Licensed Area as shown on Exhibit B, and all remaining Licensed Areas are reserved for standard automobiles, as shown on Exhibits A and B.

**6. REMOVAL OF VEHICLES:** Subject to California Vehicle Code Section 22658, upon notification by the COUNTY, LICENSEE shall, at its sole cost, immediately remove any Program Participant vehicle parked in an Allotted Space after 6:30 a.m., including, but not limited to, abandoned and inoperable vehicles. LICENSEE shall also immediately remove, at its sole cost, any vehicle that is owned by a Program Participant and which is parked anywhere on any County

parking lot other than in an Allotted Space during Program Hours, and any unauthorized vehicle parked in any Allotted Space. Should LICENSEE fail in any of the above actions, COUNTY shall tow any abandoned or inoperable vehicles that are not Program Participant's vehicles and are not parked in a Program Allotted Space and LICENSEE shall reimburse COUNTY for all costs associated with towing.

**7. NOTICES:** All notices, demands and requests given by either party hereto to the other party shall be in writing, and shall be deemed to have been properly given if sent by Electronic Mail, provided that a confirmation of receipt is obtained by the sending party, or by United States registered or certified mail, postage prepaid, or by Federal Express or other recognized overnight courier, addressed to the following addresses:

LICENSEE:

New Beginnings  
Safe Parking Program  
530 E. Montecito Street, Suite 101  
Santa Barbara, CA 93103  
Attn: Kristine J. Schwarz, Executive Director  
E-Mail: [kschwarz@sbnbcc.org](mailto:kschwarz@sbnbcc.org)  
(805) 963-7777

With copies to:

New Beginnings  
Safe Parking Program  
530 E. Montecito Street, Suite 101  
Santa Barbara, CA 93103  
Attn: Cassie Roach, Program Director  
E-Mail: [croach@sbnbcc.org](mailto:croach@sbnbcc.org)  
(805) 963-7777

COUNTY:

County of Santa Barbara  
General Services/Facilities Division  
4568 Calle Real, Building B  
Santa Barbara, CA 93110  
Attn: William Collier, Facilities Manager  
e-mail: [wcollier@countyofsb.org](mailto:wcollier@countyofsb.org)  
Telephone: (805) 450-0359

With copies to:

County of Santa Barbara  
General Services Agency  
Attn: Real Property Manager  
260 N. San Antonio Road – Casa Nueva  
Santa Barbara, CA 93110  
Phone: (805) 568-3070  
E-Mail: [realproperty@countyofsb.org](mailto:realproperty@countyofsb.org)

County of Santa Barbara

Community Services  
Housing and Community Development  
123 E Anapamu St  
Santa Barbara, CA 93101  
Attn: Jett Black-Maertz  
Phone: 805-568-2467  
E-Mail: jblack@countyofsb.org

**8. NOTIFICATION OF CLIENTS:** At all times during the term of this Agreement, LICENSEE shall keep the COUNTY's Physical Security Coordinator including Physical Security Coordinator's authorized representatives notified of the vehicle description and license number of each Program Participant's vehicle authorized to park in the Allotted Spaces. LICENSEE shall notify the County's Physical Security Coordinator by email whenever a Safe Parking Program Permit is issued for an allotted space on one of the County's Properties as referenced on Exhibits A and B. The Email shall include the Program Participant's assigned licensed area, commencement and ending dates, vehicle license number and the vehicle description. The Email subject shall begin with "003506 Permitted Vehicle(s)" and be sent to gthompson@countyofsb.org.

**9. EMERGENCY AND AFTER HOURS COMMUNICATION:** In the event of an emergency, as determined by the COUNTY or LICENSEE, and/or urgent after hours situation affecting the Licensed Area(s), a Permit Holder and Permit Holder's Vehicle, the LICENSEE or COUNTY may use the contact information listed below to communicate with either party. Such communication shall be for emergency or urgent after hours purposes only, and shall not be considered formal notice under Section 7 (NOTICES). Each party is responsible for ensuring that the contact information provided remains current and accurate. Emergency Contacts to be provided upon execution of this agreement.

**10. TERMINATION:** This License shall terminate, and all rights of LICENSEE hereunder shall cease, and LICENSEE shall quietly and peacefully vacate the Premises at the end of the term or extension thereof, or upon ten (10) days written notice by either party, which notice may be given without cause at any time.

**11. INDEMNIFICATION:** LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity (including any acts or negligence of Program Participants) and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LICENSEE'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**12. INSURANCE:** LICENSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LICENSEE'S operation and use of the Licensed Areas. The cost of such insurance shall be borne by the LICENSEE. Insurance Requirements are attached herein as Exhibit D.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY

**13. NO ASSIGNMENT OR SUBLETTING:** Except for use of the Allotted Spaces for Program Participants as provided for herein, LICENSEE shall not voluntarily, by operation of law, or otherwise, assign, transfer, sublet, sublicense or otherwise encumber all or any part of LICENSEE'S interest under this Agreement.

**14. COMPLIANCE WITH LAWS:** LICENSEE shall comply with all applicable laws, ordinances, rules and regulations relating to its use of the Allotted Spaces and administration of the Program.

**15. UTILITIES:** This Agreement is for the use of parking spaces only; COUNTY is under no obligation to supply utilities to LICENSEE or Program Participants. COUNTY may, in its sole discretion, but is not obligated to supply a portable restroom for use by Program Participants while using the Allotted Spaces. Since the initial generation of this Agreement, the LICENSEE has installed a concrete pad and portable restroom at the location designated by the County so as not to interfere with County operations as shown on Exhibit B. LICENSEE shall be solely responsible for the ongoing monthly payments for service and maintenance of this portable restroom.

**16. CONDITION OF PROPERTY AND IMPROVEMENTS:** COUNTY makes no representations or warranties regarding the suitability of the Allotted Spaces for any particular purpose, including, but not limited to, overnight sleeping, or regarding the condition of any of the improvements in any County parking lot.

**17. ALTERATIONS:** LICENSEE may not alter or make improvements to the Allotted Spaces without the prior express written approval of the COUNTY.

**18. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

**19. WHOLE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereto, and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties hereto related thereto.

**20. AMENDMENTS:** Any amendments to this Agreement must be in writing and executed by each of the parties hereto.

**21. SEVERABILITY:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, 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, shall not be affected, and each provision of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

**22. NO WAIVER:** The waiver by either party hereto 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.

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Project: New Beginnings Safe Parking  
Program on County Property  
Folio #: 003506  
APN: Countywide  
Agent: CF

**IN WITNESS WHEREOF**, COUNTY and LICENSEE have executed this Agreement as set forth below, to be effective as of the date executed by COUNTY hereto ("Effective Date").

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO, CLERK OF THE  
BOARD

By: \_\_\_\_\_  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

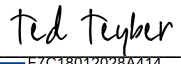
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGER

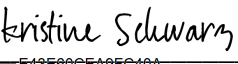
COUNTY OF SANTA BARBARA  
GENERAL SERVICES DEPARTMENT  
Kirk A. Lagerquist, Director

Signed by:  
By:  \_\_\_\_\_  
65F555F00269466...  
Greg Milligan, Risk Manager

Signed by:  
By:  \_\_\_\_\_  
F7C18012028A414...  
Acting Director

"LICENSEE"  
NEW BEGINNINGS COUNSELING  
CENTER, a nonprofit public benefit  
corporation (two signatures required)

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

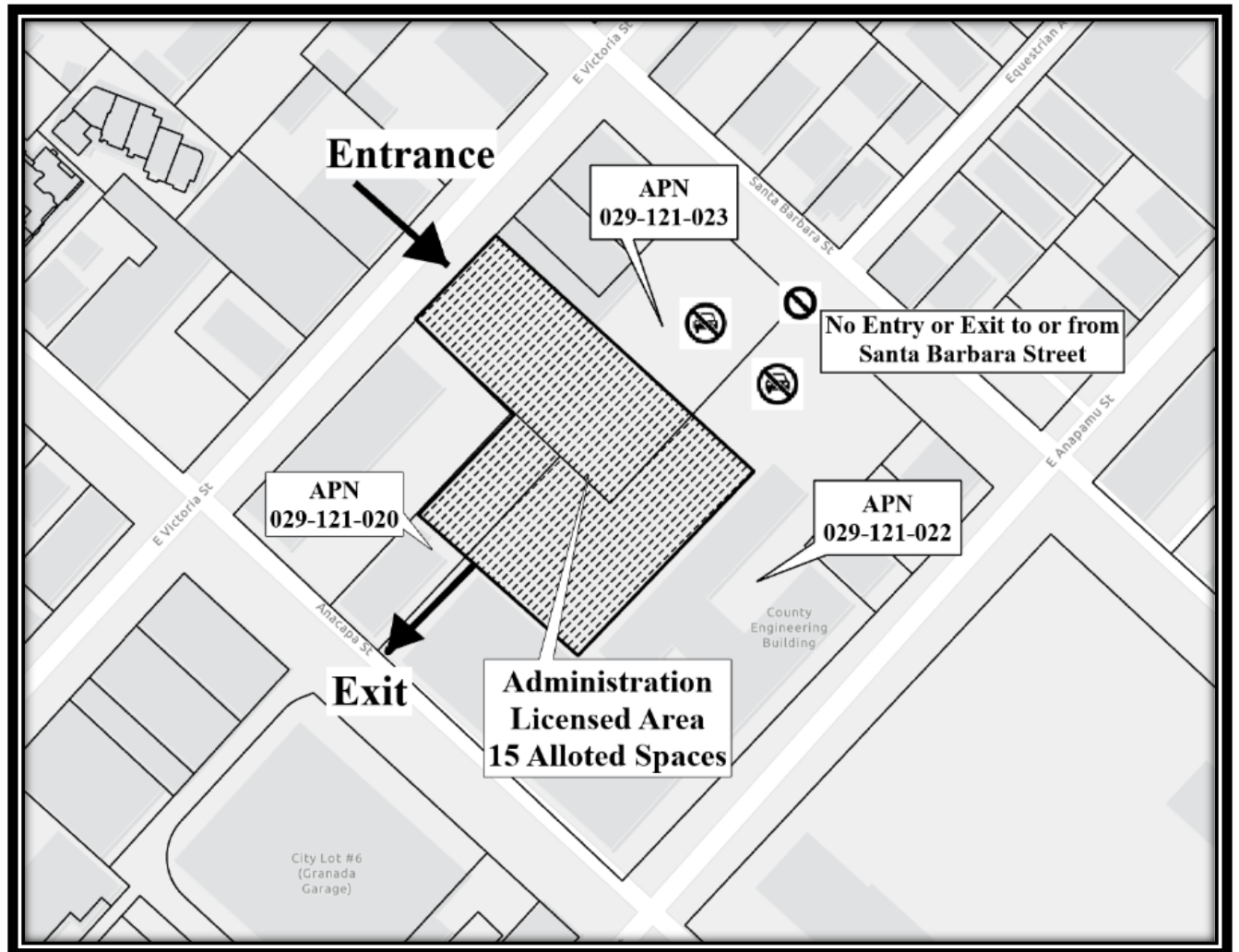
Signed by:  
By:  \_\_\_\_\_  
E43E00CEA9FC40A...  
Kristine J. Schwarz  
Executive Director

Signed by:  
By:  \_\_\_\_\_  
0AC56B8DE45F483...  
Deputy County Counsel

Signed by:  
By:  \_\_\_\_\_  
DA27D9E955334F6...  
Jacqueline Kurta  
Board of Directors, President



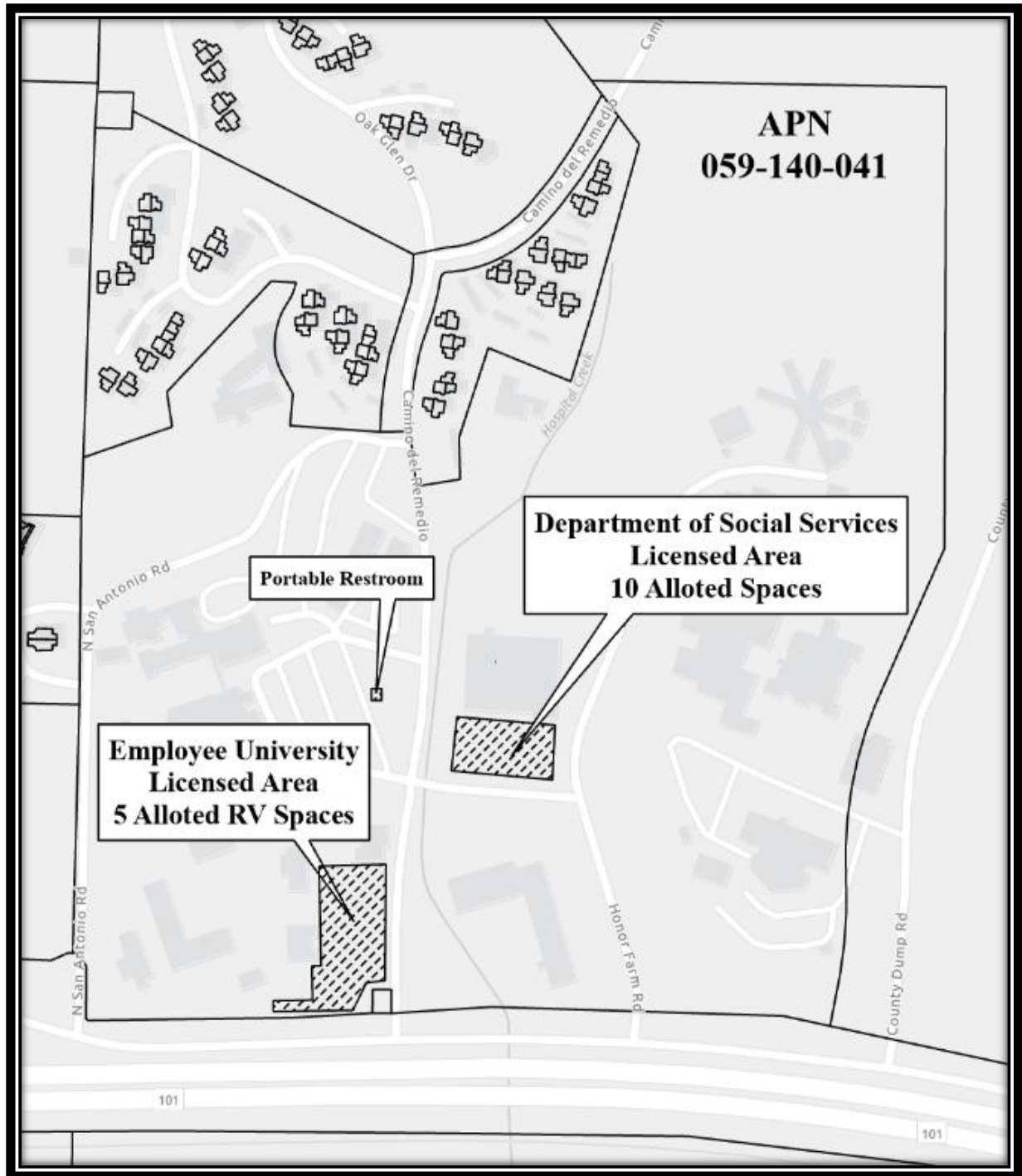
**EXHIBIT A**  
**“Properties” and “Licensed Areas”**  
Three Property APNs and One Licensed Area as a Portion of the APNs



## EXHIBIT B

### “Properties” and “Licensed Areas”

One Property APN and Two Licensed Areas as a Portion of the APN



# EXHIBIT C

## SAFE PARKING INTAKE FORM

### SPP Waiver of Liability



I authorize **New Beginnings Counseling Center** to refer me to other agencies. Receive, request, disclose, release and exchange useful or personal information from any personal reference, entity, agency, past, present or, future employer or organization that she/ he may consider; can or may provide assistance to help me obtain my desired goals of becoming self-sufficient. Furthermore I agree to hold harmless and free of any liability or responsibility the Case Manager and any of the agencies, entities, individuals, staff, volunteers, Board of Directors, Organizations past, present or future employers of the outcome of this release.

Signature \_\_\_\_\_

#### **WAIVER OF LIABILITY**

Parking lot user hereby agrees to indemnify and hold harmless the CITY and COUNTY OF SANTA BARBARA, CITY OF GOLETA, CITY OF CARPINTERIA, and NEW BEGINNINGS COUNSELING CENTER, its officers, agents, employees, volunteers and representatives from any and all liabilities or claims made as a result of participation in the Safe Parking Program, whether arising out of negligence or willful misconduct of the entities or persons released or in connection with client's use of the parking facilities and participation in the Safe Parking Program, for parking lot user's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me. The risks include but are not limited to those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicles, and actions of other people. I acknowledge that the City and County of Santa Barbara, CITY OF GOLETA, CITY OF CARPINTERIA, and NEW BEGINNINGS COUNSELING CENTER, its officers, agents, employees, volunteers and representatives are not responsible for any expenses (including attorney's fees) judgments or liabilities for personal or bodily injury (including death, or other injury resulting from bodily injury) or property damage (including physical injury to property or loss of use thereof).

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

#### Exención de Responsabilidad de La Programa

Yo doy mi autorización a **New Beginnings Counseling Center** para que pueda referir a otras agencias, recibir, pedir, dar e intercambiar todo tipo de información util de cualquier agencia individual, referencia personal, empleos pasados, presentes y futuros, entidades u organizaciones que el / ella considere importante para que yo pueda obtener mis metas para ser autosuficiente. De hecho, he resuelto y estoy de acuerdo en que mantendre libre de toda responsabilidad legal o juicio, al Case Manager, a El/La Coordinador/a de Empleos / administrador/a de casos o a cualaquier agencia, entidad, individual, mesa directiva u organizaciones. Empleadores pasados, presentes o futuros e impresarios del resultado de la informacion obtenida.

Firma del/de la Cliente/a: \_\_\_\_\_

#### **EXENCIÓN DE RESPONSABILIDAD**

El usuario del estacionamiento acepta indemnizar y eximir de responsabilidad a CITY y al CONDADO DE SANTA BARBARA, CITY OF GOLETA. CIUDAD DE CARPINTERIA, y NEW BEGINNINGS COUNSELING CENTER, sus funcionarios, agentes, empleados, voluntarios y representantes de todas y cada una de las responsabilidades o reclamos hechos como resultado de participación en el Programa de Estacionamiento Seguro, ya sea por negligencia o mala conducta deliberada de las entidades o personas liberadas o en conexión con el uso del cliente de las instalaciones de estacionamiento y participación en el Programa de Estacionamiento Seguro, por muerte, discapacidad, lesión personal del usuario del estacionamiento, daño a la propiedad, robo de propiedad o acciones de cualquier tipo que puedan ocurrir en el futuro. Los riesgos incluyen, pero no se limitan a, aquellos causados por el terreno, las instalaciones, la temperatura, el clima, la condición de los participantes, el equipo, los vehículos y las acciones de otras personas. Reconozco que la Ciudad y el Condado de Santa Bárbara, CIUDAD DE GOLETA , CIUDAD DE CARPINTERIA y NEW BEGINNINGS COUNSELING CENTER, sus oficiales, agentes, empleados, voluntarios y representantes no son responsables de ningún gasto (incluidos honorarios de abogados) juicios o responsabilidades por lesiones personales o corporales (incluida la muerte u otra lesión resultante de lesiones corporales) o daños a la propiedad (incluida la lesión física de la propiedad o la pérdida del uso de la misma).

Firma del/de la Cliente/a \_\_\_\_\_

La Fecha \_\_\_\_\_

09/18/2023

## Client Rights and Responsibilities

**Confidentiality is a number one priority at NBCC. Your information gathered during service will remain strictly confidential except:**

- To entities for which you have signed a release of information
- Under court order (signed by a judge.)
- Under mandated reporting law including: 1) neglect or abuse of a child, including sexual abuse; and 2) expressed or suspected danger toward self or others.
- As required by a funding source.
- As reviewed by case auditors, who are required to complete a confidentiality statement prior to access.
- For case supervision / consultation with individuals legally bound by confidentiality law.
- As required by health professionals in an emergency
- For judicial and administrative proceedings
- For uses and disclosures for law enforcement purposes
- For program evaluation purposes when information used is non-identifying.

Your records are kept confidential and are secured in a locked cabinet. The NBCC offices are locked during non-business hours. Access to your records is restricted to Safe Parking staff members. Following your exit from the Safe Parking program, your records will be retained for five years. HMIS data will be maintained perpetually unless a written request is made by the client to remove their data from the system.

You have the right to terminate your involvement in the Safe Parking program at any time and the right to file a complaint should the need arise. You also have the right to request copies of your information and to revoke the Safe Parking consent for Release/Exchange of Confidential Information at any time.

### **Clients also have the right to:**

- Be treated fairly and equitably.
- Receive services in a non-discriminatory manner.
- Receive a personalized assessment of your needs upon which a plan to meet mutually determined goals will be developed with your input and implemented with your consent.
- Receive services within a reasonable time, ending when they are no longer needed.
- Receive support and assistance as you work to meet your goals.
- Referrals to other competent professionals or resources as needed.
- Refuse or terminate any form of services if your circumstances require it or if you feel it is in your best interest to do so.
- Be advised that terminating services against professional recommendation may be detrimental and may lead to discharge from the program.
- Receive notification of the reason for termination of services, if un-voluntarily terminated.
- Be informed of alternatives to recommended and referred to other competent professionals delivering these alternative types of services.
- Request an in-house review of your care and/or service plan.
- Be free from sexual abuse and sexual harassment
- Be free from retaliation for reporting such incidents of:
  - fraud, waste, and abuse
  - sexual abuse
  - sexual harassment.

*Please note that we do not serve minors without parental or guardian consent.*



**PARKING RULES, RESTRICTIONS AND RESPONSIBILITIES ASSOCIATED WITH THE SAFE PARKING PROGRAM:**

1. Program participants/clients must be currently living in their vehicles in Santa Barbara County with at least one participant in the vehicle who has current license, registration, and insurance (copies of which are kept on file).
2. All vehicles must be maintained and kept in good working condition while in the program.
3. Possession or use of guns or firearms of any kind are strictly prohibited, and the possession or use of alcohol and/or drugs in the lot will not be tolerated. Failure to abide by this rule will result in immediate removal from the assigned location.
4. Urinating, defecating, or disposing of such waste on the property is STRICTLY PROHIBITED. Failure to abide by this rule will result in immediate removal from the assigned location.
5. Participants shall not dump sewage or other waste fluids or solids, deposit excreta outside a vehicle, or park vehicles that leak fluids (e.g. gasoline, transmission or radiator fluid, or engine oil).
6. Absolutely no violent acts, verbal or physical. If you have an issue with another participant contact the office and we will handle it administratively.
7. Any concerns, complaints, or suggestions regarding the lot must be communicated with Safe Parking staff directly and handled administratively. Participants are NOT authorized to approach any lot owner, staff member, visitor, or anyone else authorized to be present in the lot.
8. Participants must always maintain a working phone or email, in order to be in consistent contact with case managers.
9. Participants must utilize the permitted space a minimum of 4 nights per week in order to retain a space in the program. Safe Parking Program staff must be notified within 36 hours of any absences from the lot, except in cases of emergency.
10. Camping tarps, tents, or other shelter or camping equipment beyond the top of the vehicle are prohibited.
11. Cooking outside or inside the vehicle and fires or open flames (even candles) of any kind are absolutely not allowed. Cooking inside vehicles is prohibited unless the vehicle was manufactured with cooking appliances (i.e. microwave and/or stove)
12. Vehicles are not allowed to be left idling for extended periods of time, overnight, or while the driver is sleeping as this poses a safety risk to the driver and other individuals parking in the lot.
13. All trash will be disposed of offsite and the area will be kept tidy.
14. Loud noise in the lot is NOT permitted. This includes generators, music, slamming of doors, etc. No audio should be heard outside the participants' vehicles.
15. Parking lot is for sleeping use only. Program participants shall not sleep anywhere in the lot other than in their vehicles.
16. Overnight stays will be limited to the hours assigned. Adherence to in and out times is mandatory.
17. Participants must maintain control of their pets and keep barking dogs and any other pet in their vehicle at all times. Animals must be kept on a leash at all times while on the property. Animal waste must be picked up immediately and disposed of properly.
18. Under absolutely no conditions will the participant(s) invite other vehicle dwellers to occupy the site or invite any visitors or any type of patrons into the parking lot. No guests or visitors are allowed.
19. If bathroom facilities are provided, showering or bathing is not permitted.
20. The owner of the parking lot cannot be held liable for damages caused by a third party to the parked vehicle or its occupants.
21. Absolutely no more than one vehicle allowed per individual or family staying at the site.
22. Absolutely no use of the facility services (i.e., electricity, water, trash or any of the hoses at the site) unless explicit permission is given from program staff. Failure to comply with this rule will result in immediate termination from our program.
23. Please respect the privacy of the surrounding neighbors and their property.
24. Children will be watched and kept safe at All Times --- No Exceptions
25. Do not park within 3 blocks of the lot you are assigned to at any time.
26. If you do not renew your permit within 7 days after the expiration date you will be suspended from the program and must make an appointment to discuss reinstatement.

**Note:** Please notify us immediately if you are leaving either for 4 days or more, or permanently. If you have been issued a key to a site please return it when you leave. We are not responsible to remind participants when to renew permits. We do not automatically renew permits.

These rules will be enforced. Failure to comply with these rules and regulations will result in termination from the Safe Parking Program. Program participants are ineligible if they no longer live in their vehicle, if they act aggressively toward staff and/or other program participants, their vehicle becomes no longer operational, or if their income increases to a point exceeding 50% area median income.

We reserve the right to terminate your participation in the Safe Parking Program at any time, for any reason, and without warning.

All complaints and program feedback will be taken seriously and program staff will make every reasonable attempt to interview all parties involved. When not presenting a safety issue or major rule infraction, e.g., carrying firearms, or any major infraction which requires immediate program termination, program non-compliance will be addressed through the issuance of verbal and/or written warnings. A total of 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 days upon the third warning. In some instances, one or more permit holder may be re-located to a different lot for thirty days to address

interpersonal conflict. After the 30-day revocation or re-location, the permit holder/s will be required to meet with program staff to discuss reinstatement. Upon consideration for reinstatement, the participant must demonstrate accountability for and understanding of the actions that led to suspension as well as plans for future compliance with program rules and regulations. Further types of remediation or requirements for re-entry may also be discussed before a decision is made.

In compliance with the Americans with Disabilities Act, New Beginnings Counseling Center and the Safe Parking Program do not discriminate against people with disabilities or Limited English Proficiency (LEP) and, when asked, will make reasonable accommodation for all program participants with disabilities or LEP. If you require an accommodation, please advise the Safe Parking Program's case manager during your intake and/or upon review of this document and every effort will be made to provide meaningful access to the program and its services and/or to a translator.

All complaints in regards to ADA violations should first be referred to the program's case managers and they shall attempt to make reasonable accommodations. If an accommodation cannot be done or poses extreme financial considerations, the case managers shall advise the Executive Director with the reasons and/or estimates of cost.

It is the policy of New Beginnings Counseling Center and the Safe Parking Program not to discriminate on the basis of disability. New Beginnings has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Rehabilitation Act of 1973. The laws and regulations may be examined in the Safe Parking/New Beginnings offices at either the Castillo or Carrillo Street locations. Any person who believes that he or she has been subjected to discrimination on the basis of disability may file a grievance under this procedure.

Grievances must be submitted to the New Beginnings' Executive Director located at 530 E. Montecito Street, Suite 101, and must be filed within one week of the date the person filing the grievance becomes aware of the alleged discriminatory act. The complaint must be in writing, containing the name and contact information. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought. An investigation will be conducted and New Beginnings will issue a written decision on the grievance no later than 30 days after its filing. The individual filing the grievance may appeal the decision by writing to New Beginnings' Board of Directors within 15 days of receiving the decision. The Board of Directors will issue a written response to the appeal no later than 30 days after its filing.

New Beginnings will make appropriate arrangements to ensure that disabled persons are provided accommodations, if needed, to participate in the grievance process.

#### Client Confidentiality and Privacy Policies

Safe Parking program staff will not divulge whether someone is or is not a participant in the program. Program staff will not divulge any personal identifying information of any individual or family participant of the program without consent from the client/s. The Safe Parking Program® has incorporated into its policies and procedures a process that will ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided with assistance; and treatment services offered under any project associated with New Beginnings. Furthermore, the address or location of any participant assisted through the Safe Parking Program® will be anonymous except upon written authorization for this information to be made public from the client/program participant to the person or persons responsible for the operation of the program.

I / We, consent to participate in the shelter component of the Safe Parking Program®, and I/We Accept and agree to respect, acknowledge and adhere to the rules, policy, and procedure; guidelines and regulations that are stated above and will accept full responsibility of the consequences of the outcome if there is a violation to this contract.

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(signature of participant/client) (date)

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(signature of participant/client) (date)

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(signature of case manager) (date)

## **Exhibit D**

### **Insurance Requirements**

LICENSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LICENSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by the LICENSEE.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(This applies to LICENSEES with employees).**
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LICENSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If the LICENSEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LICENSEE'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the LICENSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers,



officials, employees, or volunteers shall be excess of the LICENSEE'S insurance and shall not contribute with it.

3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the licensed property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** – LICENSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LICENSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – LICENSEE shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



## EXHIBIT E

### Safe Parking Program Permit

Client Liaison: Bob  
(805) 705-5763

Client Liaison: Casey  
805-455-6431

Ins Exp:  
Reg Exp



**SAFE PARKING™ PROGRAM**  
A PROGRAM OF NEW BEGINNINGS COUNSELING CENTER  
530 E. Montecito Street  
Santa Barbara, California 93103  
**Safe Parking™ Program Office: (805) 963-7777**  
**After Hours Cell Phone: (805) 450-8476**

**John D.**

Social Services 234 Camino Del Remedio

Commencing On: 05/05/2025

And Ending On: 05/30/2025

Hours From / To: 7:00 PM –6:30 AM

Under the New Beginnings' Safe Parking Program in Santa Barbara.

\_\_\_\_\_  
Staff Signature / Case Managers / Date

Vehicle License # and Description:

2025 Gray Honda Civic  
Lic #: 0000000

**IN CASE OF AN EMERGENCY  
PLEASE CALL 911**

**FOR ANY URGENT NON-EMERGENCIES CALL  
805-450-8476  
CELL PHONE IS ON 24 HOURS A DAY**

Due to our lengthy wait list, you must park in your authorized lot a minimum of 4 nights a week. If you do not renew your permit by the "ending on" date you will be suspended from the program and must make an appointment to discuss reinstatement.