

MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER

To: Honorable Board of Supervisors Date: February 3, 2015
From: Mary Dietrich, Facility Services Director
Subject: Temporary Emergency Homeless Shelter – Right Hand Auburn, Inc., Site Access Agreement

ACTION REQUESTED: Delegate authority to the Director of Facility Services, or designee, to execute a Site Access Agreement with Right Hand Auburn, Inc. for a temporary emergency homeless shelter in portions of Buildings 303 A/B at the Placer County Government Center in North Auburn, based on the material terms discussed in the staff report or other direction from your Board and after review and approval of County Counsel and Risk Management, and authorize the Director, or designee, to take all actions to implement and administer the Agreement on behalf of the County, at no net county cost.

BACKGROUND: Right Hand Auburn, Inc. (RHA) is a non-profit public benefit corporation created on October 29, 2014 for the purpose of raising funds to house, feed, and clothe homeless individuals in the Auburn area. This Corporation is supported by numerous local faith-based organizations, community and business representatives and local citizens. Presentation of this Memorandum follows the scheduled public hearing by the Community Development Resource Agency regarding the issuance of a temporary conditional use permit to allow portions of Building 303 A/B in the Placer County Government Center (PCGC) to be used for a temporary emergency homeless shelter (see Exhibit A).

As presented at prior Board meetings and through other communications, RHA has outlined its intentions for operation of a shelter in portions of Buildings 303 A/B located in the PCGC Campus between E Avenue West and F Avenue (see Exhibit B). RHA plans to contract with the Volunteers of America (VOA) for shelter operations which, as proposed, would be open in the evening through the following morning, seven days per week. Occupancy in the Building before and after these times would not be allowed. A pre-prepared light meal with beverages provided by different private entities in the community would be available in the evenings, with a continental-type breakfast provided in the mornings. Both men and women would be housed in this shelter, each with separate sleeping, shower and restroom facilities. VOA intends to provide referrals to existing community and County-based services including mental health, substance abuse treatment, medical care, legal services, public assistance and job training.

In response to your Board's direction on January 22, 2015, County staff has evaluated the RHA proposal in the context of a 90-day pilot program. This review resulted in the determination that improvements beyond minor maintenance are required for this occupancy including accessibility improvements, upgrades to the fire alarm/suppression system or implementation of a fire watch regimen acceptable to applicable Fire Authorities, and installation of interior emergency lighting and exit signs. For life-safety reasons, these improvements must be installed and inspected prior to occupancy in the building. To limit further modifications to the Building, a maximum occupant load of no greater than 49 (including supervisory staff) must be established. Pursuant to County Code, currently no smoking is permitted within 20' of a County building, regardless of the presence of fire suppression or alarm systems. Therefore compliance with this Code is recommended as a provision in the Site Access Agreement. All food service and food handling

operations must comply with the requirements of the California Health and Safety Code, thus a provision restricting the storage of prepared or cooked food on site is necessary. To minimize loitering before the shelter opens, staff supports provisions that would allow the shelter to be set up for readiness as early as 4:00 p.m. with the provision for closure by 8:00 a.m.

In order to allow RHA to utilize the County-owned facilities for sheltering the homeless, a contractual arrangement must be executed to establish the rights and responsibilities for such use. Staff has determined that the proper instrument to allow for a temporary emergency homeless shelter is a Site Access Agreement. With your Board's approval, this document will provide for a temporary personal property license for the intended use as defined in the Agreement and would incorporate all operational provisions associated with this use. Pursuant to staff's evaluation of the RHA proposal and internal recommendations, a proposed Site Access Agreement, available for review at the Clerk of the Board in advance of this meeting, has been prepared. As drafted, the Agreement includes the following material provisions:

1. Standard levels of insurance and indemnity to the County from RHA and its operator.
2. Confirmation of corporate authority of the RHA and its operator to enter into the Site Access Agreement.
3. Compliance with State law including building and environmental health regulations, and compliance with applicable zoning and land use requirements.
4. Establishment of a term to allow for preparation of the Building prior to occupancy of approximately 45 days.
5. Term for shelter use of the Building to be 90 days following completion and inspection of required improvements for the shelter.
6. RHA payment of costs for all improvements to the Building and exterior areas that are subject to the Agreement.
7. Compliance with laws regarding entities and individuals performing construction improvements.
8. Payment to County for utilities (water, sewer, electricity, gas, etc.) associated with use of the Building.
9. RHA to provide waste disposal services at its sole expense.
10. Temporary, less than 24-hour occupancy.
11. Hours of operator access from 4:00 p.m. to 8:00 a.m.
12. Maximum occupant load no greater than 49 (including supervisory staff) consistent with building code requirements.
13. Staff presence during all hours of operation.
14. Compliance with required fire suppression requirements, or presence of staff at all times of occupancy for fire-watch duties pursuant to Cal-Fire requirements, as determined by the Building Official.
15. Compliance with applicable State Penal Code provisions regarding sex offenders.
16. With the exception of service animals, pets within the building shall be prohibited. Animals may be kennelled in the exterior courtyard adjacent to the Buildings.
17. Prohibition on cooking and medical type facilities in the Building.

18. Compliance with California Health and Safety Codes for food service and handling operations.
19. Compliance with the Temporary Conditional Use Permit, if issued by your Board.

In order to proceed with this Agreement, staff seeks your Board's approval to delegate authority to the Director of Facility Services, or designee, to finalize the Agreement incorporating any items directed by your Board and in conformity with the Temporary Conditional Use Permit, if issued, and to execute the Agreement after review and approval by County Counsel and Risk Management, and execution by RHA.

ENVIRONMENTAL CLEARANCE: Your Board's action related to this item is exempt from the California Environmental Quality Act pursuant to Section 15301 – Existing Facilities which allows for minor alterations of existing public facilities involving negligible or no expansion of use.

FISCAL IMPACT: As drafted, the Site Access Agreement would result in no cost to the County. Improvements that are needed for this occupancy would be at the expense of RHA. The Agreement will establish procedures for expected expenses related to consumption of utilities that at this time are not separately metered. Other expenses that might result in the form of services to the homeless are already budgeted by the Department of Health and Human Services.

ATTACHMENTS: EXHIBIT A - VICINITY MAP
EXHIBIT B - SITE LOCATION MAP

CC: COUNTY EXECUTIVE OFFICE
COUNTY COUNSEL
COMMUNITY DEVELOPMENT RESOURCE AGENCY
HEALTH AND HUMAN SERVICES

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SITE LOCATION MAP



