

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: February 24, 2015  
From: Mary Dietrich, Facility Services Director  
Subject: Temporary Emergency Homeless Shelter – Right Hand Auburn, Inc., Site Access Agreement

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**ACTION REQUESTED:**

1. Authorize the Chairman of the Board 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, and authorize the Director of Facility Services, 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. As presented at prior Board meetings and through other communications, RHA has outlined its intentions for operation of a shelter in portions of Building 303 A/B located in the PCGC Campus between E Avenue West and F Avenue (see Exhibits A and B). RHA plans to contract with the Volunteers of America (VOA) (Operator) for shelter operations which, as proposed, would be open in the evening through the following morning, seven days per week. Use of 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.

On February 3, 2015 your Board granted a Temporary Conditional Use Permit (TCUP) to the County of Placer so that use of portions of Building 303 A/B (Building) could be considered for a temporary emergency homeless shelter (see Exhibit C). The TCUP included a limitation on the initial operation of the emergency shelter to a ninety (90) day pilot period commencing on the shelter operations date, subject to extension as provided for in the TCUP. The permit was issued for a one year period and expressly provided that only one-one year extension of the permit could be considered.

In order to allow RHA to utilize the County-owned Building 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 the temporary emergency homeless shelter is a Site Access Agreement (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 draft Site Access Agreement has been prepared and placed on file at the Clerk of the Board's Office. As drafted, the Draft Agreement includes the following material provisions:

1. Term for shelter use of the Building to be 90 days following completion and inspection of required improvements for the shelter. No extension of this term shall be permitted without the express approval by the Board of Supervisors.
2. Establishment of a term of approximately 45 days prior to the occupancy term to allow for preparation of the Building and construction of improvements required by the Chief Building Official for occupancy.
3. Compliance with RHA/VOA Agreement and Scope of Services attached thereto.
4. RHA payment of costs for all improvements to the Building and exterior areas that are subject to the Agreement.
5. RHA payment to County for utilities (water, sewer, electricity, and gas) associated with RHA's use of the Building. This amount is currently estimated to be approximately \$1,400 per month.
6. RHA to provide waste disposal and janitorial services at its sole expense.
7. Temporary, less than 24-hour use.
8. Hour of operator access from 3:00 p.m. to 8:00 a.m.
9. Hours of client use from 5:00 p.m. to 7:00 a.m.
10. Staff presence during all hours of operation.
11. Maximum occupant load no greater than 49 (including supervisory staff) consistent with Building Code requirements.
12. RHA, Operator and County to participate in twice monthly community meetings, scheduled by the County, to report on operations and to receive input.
13. With the exception of service animals, pets within the building shall be prohibited. Animals may be kenneled in the exterior courtyard adjacent to the Building.
14. Prohibition on cooking and medical type facilities in the Building.
15. Provision of insurance certificates and indemnification provisions from RHA and its Operator acceptable to the County's Risk Manager and County Counsel.
16. Confirmation of corporate authority of the RHA and its Operator to enter into the Site Access Agreement.
17. Compliance with State law including building and environmental health regulations, and compliance with applicable zoning and land use requirements.
18. Compliance with laws regarding entities and individuals performing construction improvements.
19. 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 Chief Building Official.
20. Compliance with applicable State Penal Code provisions regarding sex offenders.
21. Compliance with California Health and Safety Codes for food service and handling operations.
22. Compliance with the Temporary Conditional Use Permit PLN15-00036.

Staff has discussed these terms with RHA and VOA and they are not in full agreement. Specifically, RHA has requested that the Site Access Agreement include a provision to allow the use to be extended by the Director of Health and Human Services should the evaluation from the County Consultant Robert Marbut recommend establishment of a temporary shelter within the PCGC

Campus or if the HHS Director finds that such extension is in the interest of Placer County. Given the nature of this use, staff believes that any requested extension of this Agreement beyond the term contained in the Site Access Agreement should be expressly considered by your Board following evaluation of the efficacy and impacts of the program. If requested by RHA, staff will schedule an item on the Board of Supervisor's agenda prior to completion of the initial 90 day use term so that your Board may receive a report and make this decision.

Secondly, RHA is requesting compensation for the improvements to the Building that are required for its use. These include accessibility improvements, upgrades to the fire alarm/suppression system, and installation of interior emergency lighting and exit signs totaling approximately \$90,000. RHA's proposal includes a 100% reimbursement if their use is only 90 days; 89% reimbursement (\$80,100) if the use is one year; and 77% reimbursement (\$69,300) if the use extends to two years. From the beginning of discussions with staff, RHA has stated that the cost of this shelter program would be borne by RHA through community contributions. Staff understands that this position was based on RHA's assumption that the Building would require only minor maintenance for RHA's use which has proven not to be the case. RHA also believes that when its use ends, the County will benefit from the improvements to the Building and RHA should therefore be compensated on the proposed pro-rata basis. As written, the proposed Agreement holds RHA responsible for the improvement costs. The draft agreement could be modified based upon your Board's direction.

In order to proceed with this Agreement, staff seeks your Board's input on the Agreement as drafted, including consideration of the issues raised by RHA. Should your Board choose to enter into a Site Access Agreement with RHA, it is requested that your Board authorize the Chairman of the Board to execute the Agreement, once it has incorporated all directives by your Board. It is further requested that your Board delegate authority to the Director, or designee, to take all actions to implement and administer the Agreement on behalf of the County.

**ENVIRONMENTAL CLEARANCE:** Your Board's action related to this item is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 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 net cost to the County except for staff time. Other expenses that might result include services to the homeless by the Department of Health and Human Services that are already included in their budgets. Should your Board direct staff to reimburse RHA for improvement costs to the Building, a new net county cost of up to approximately \$90,000 could result. These costs are currently unanticipated, but could be funded from the Capital Projects Fund or the Building Maintenance Budget. The use of funds from those sources would diminish the availability of funds for other projects.

AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARDS OFFICE: DRAFT SITE ACCESS AGREEMENT WITH RHA/VOA AGREEMENT

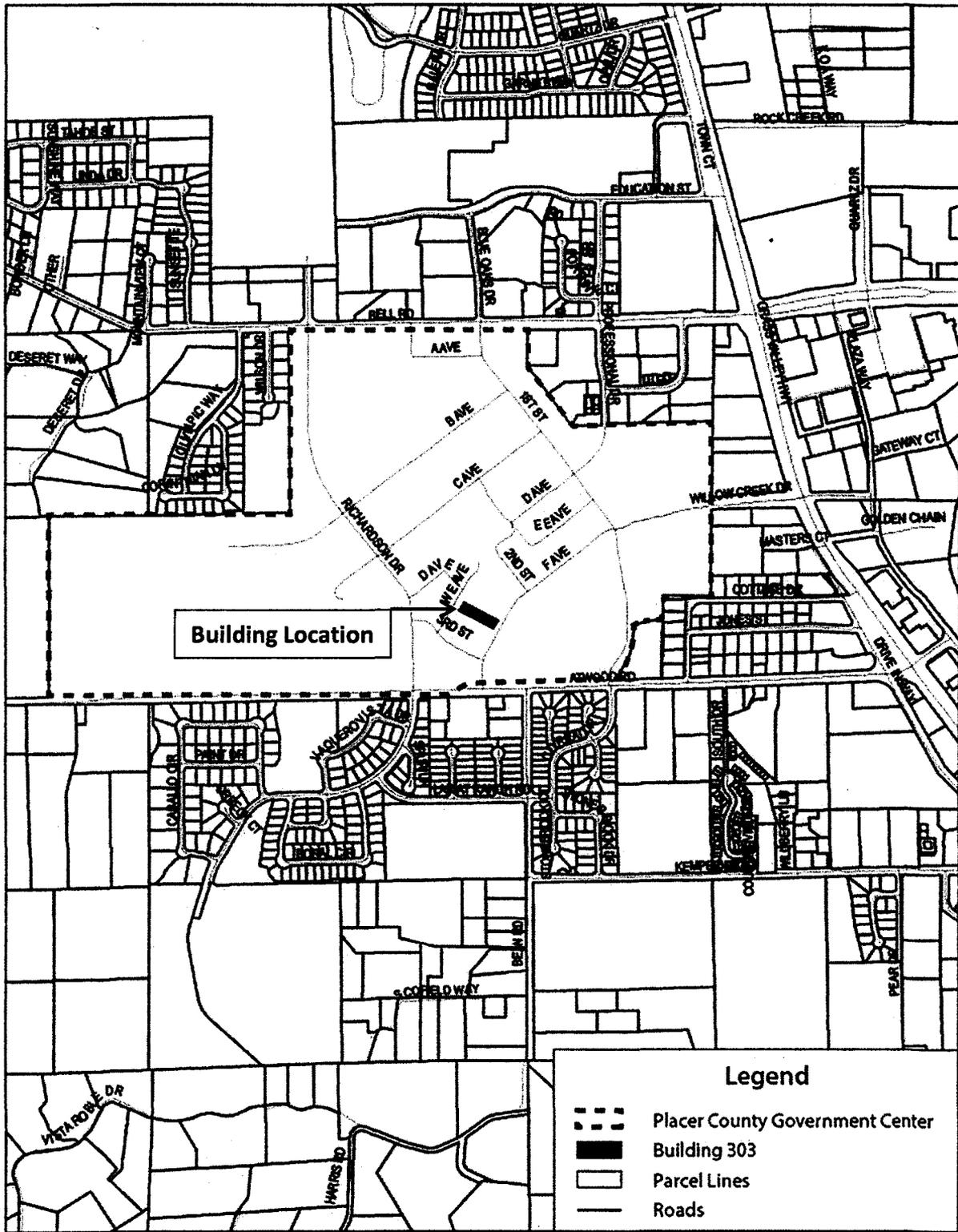
ATTACHMENTS: EXHIBIT A – VICINITY MAP  
EXHIBIT B – BUILDING PLAN  
EXHIBIT C – TEMPORARY CONDITIONAL USE PERMIT (PLN15-00036)

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

MD/CM

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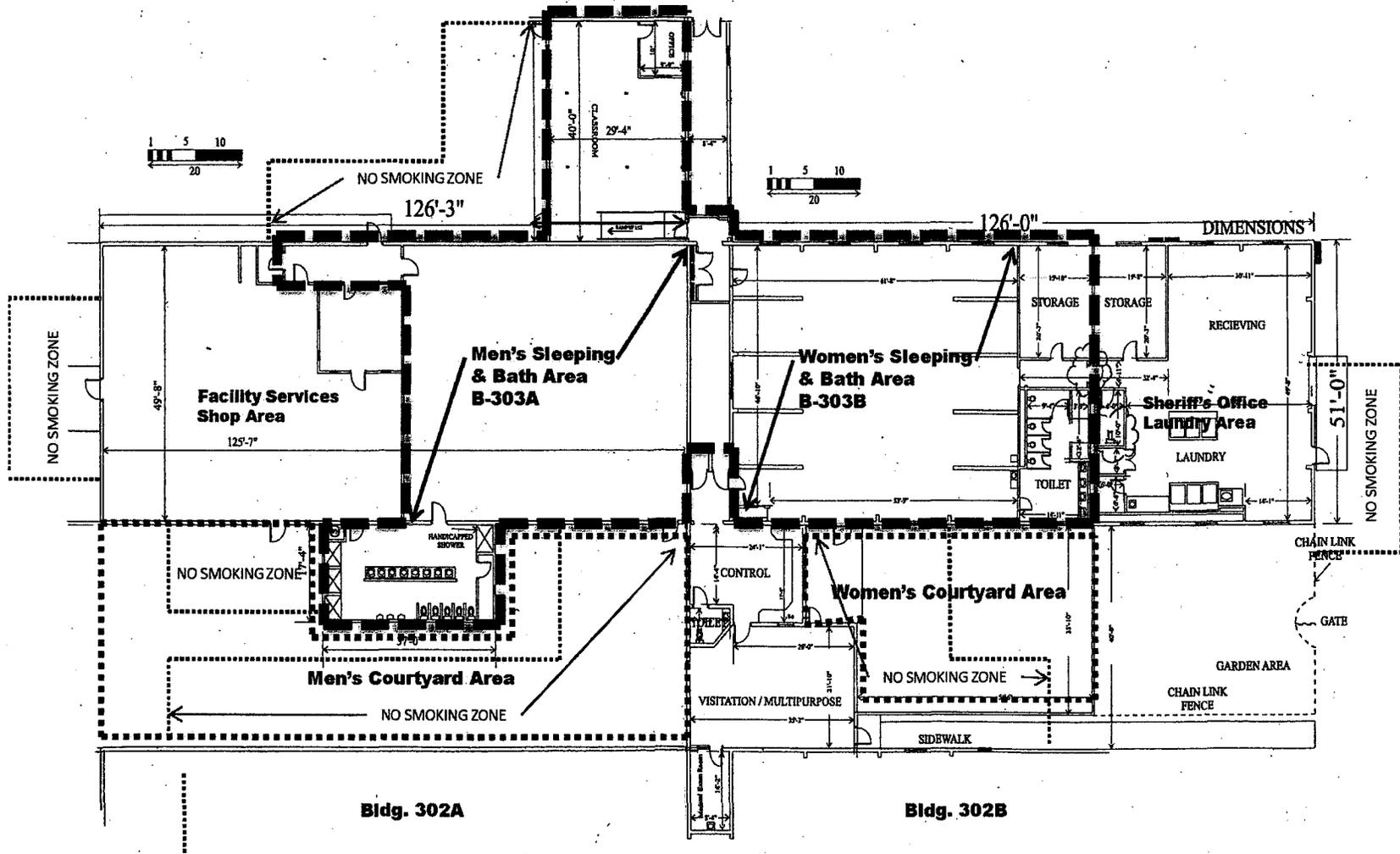
VICINITY MAP



# Placer County Government Center - Building 303 A&B No Smoking Zones

Proposed Emergency Homeless Shelter

BUILDING FLOOR PLAN



**TEMPORARY CONDITIONAL USE PERMIT**



**FINAL CONDITIONS OF APPROVAL –TEMPORARY  
CONDITIONAL USE PERMIT "PLACER COUNTY  
GOVERNMENT CENTER TEMPORARY EMERGENCY  
SHELTER" (PLN15-00036)**

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***THE FOLLOWING CONDITIONS SHALL BE SATISFIED BY THE APPLICANT, OR AN AUTHORIZED AGENT. THE SATISFACTORY COMPLETION OF THESE REQUIREMENTS SHALL BE DETERMINED BY THE PLANNING DIVISION.***

1. This Temporary Conditional Use Permit (PLN15-00036) authorizes a temporary emergency shelter to be located and operated within Buildings 303A and 303B (11442 E Avenue West, and 11441 F Avenue, Auburn, CA 95603) in the Placer County Government Center.
2. The term of the Temporary Conditional Use Permit (TCUP) shall become effective on the date of execution of a Site Access Agreement between Placer County and the facility operator or April 1, 2015, whichever date is earlier. ("Effective Date").
3. The use of Buildings 303A and 303B for an emergency shelter is limited in scope and nature by the terms of this permit and the terms and obligations of the Site Access Agreement. The initial operation of an emergency shelter shall be limited to a ninety (90) day period, commencing on the shelter operations commencement date contained in the Site Access Agreement ("Initial 90-Day Pilot Program"). Extension of the Initial 90-Day Pilot Program shall be subject to an extension of the agreement or a new Site Access Agreement. No extension may exceed the one (1) year term of this Temporary Conditional Use Permit.
4. During the Initial 90-Day Pilot Program, certain temporary life safety systems or procedures (such as portable toilets/handwashing stations, exiting provisions, Fire Watch) and as outlined in in the Site Access Agreement will be permitted subject to prior approval by the permitting state or local authority. Upon the decision for a long-term, permanent use greater than ninety (90) days, for an emergency shelter at this location, the facility must comply with all applicable Federal, State, and County Building Code and accessibility laws and regulations.
5. The emergency shelter may operate seven (7) days a week with specific, limited daily hours of operation as specified in the Site Access Agreement.
6. Maximum occupancy at any given time shall be forty-nine (49) individuals, including staff and any Fire Watch personnel.
7. No on-site medical services are permitted.
8. No on-site counseling, health care, or substance abuse treatment services are allowed within the facility.
9. No 24-hour occupancy is allowed. The facility shall be locked during non-operating hours.

## EXHIBIT C

10. Illegal drugs, alcohol, and ~~firearms~~ weapons are prohibited within the facility. **[This Condition was modified as reflected by the BOS at the public hearing on February 3, 2015]**
11. Pursuant to County Code, smoking is prohibited in Buildings 303A and 303B. This prohibition extends to a defined distance from the main entrances, exits and operable windows of said buildings. Outside areas where smoking may be permitted shall be as defined in the Site Access Agreement.
12. Loitering around the facility is prohibited
13. All food service and handling operations shall comply with the requirements of California Health and Safety Code, Retail Food Code. Buildings 303A and 303B do not have the necessary equipment to serve as a commercial food facility. As such, food served to the public may not be prepared, cooked or stored on-site. Pre-packaged meals may be provided subject to prior issuance of any necessary permits through the County Environmental Health Department.
14. In the event a court of law enjoins the exercise of this Temporary Use Permit either temporarily or permanently, or if a court of law issues a preemptory writ vacating the grant of this Temporary Use Permit, the operator of a shelter in place at the time of entry of order by the court of such action expressly waives any claim against the County, either monetary or equitable. Said waiver is included in the terms of the Site Access Agreement.
15. As holder of this Temporary Conditional Use Permit, the County has the right to withdraw or rescind at any time.
16. This Temporary Conditional Use Permit shall be valid for one (1) year to be calculated from the Effective Date (See Condition 2).

