City Council review and consideration of the continuation of the Jewish Family Service (JFS) Safe Parking Program at Leichtag Commons located at 441 Saxony Road for a maximum of 25 vehicles accommodating households living in their cars.

RECOMMENDED ACTION:

Review the Program and consider authorization of extension of the JFS Safe Parking Program. If proposing an extension of the Program, adopt Resolution No. 2020-36 “Resolution of the City Council of the City of Encinitas Confirming the Existence of a Shelter Crisis and Taking Actions to Continue the Safe Parking Program.” (Attachment 1)

STRATEGIC PLAN:

This item relates to the Vision focus areas for Community Planning to maintain safe and livable communities through well-maintained infrastructure and facilities while achieving diverse and affordable housing for present and future generations, and Public Safety to create a safe and secure environment for residents, visitors, and businesses throughout the City.

FISCAL CONSIDERATIONS:

There are no immediate fiscal impacts associated with the staff recommendation. On January 22, 2020, the City agreed to lease a portion of Leichtag Commons located at 441 Saxony Road from LF Encinitas Properties, LLC for $1 per year for up to two years, subject to the terms of the attached lease agreement. JFS will pay the City $1 per year for up to two years, subject to the terms of the attached use agreement.

BACKGROUND:

On October 4, 2019, JFS submitted a proposal to the City of Encinitas to launch a JFS Safe Parking Program at Leichtag Foundation’s property located at 441 Saxony Road in Encinitas. In 2019, JFS received a Homeless Emergency Aid Program (HEAP) grant for $256,369 to operate a Safe Parking Program lot in North County. According to JFS, a Safe Parking Program provides
a safe environment for unsheltered homeless living out of their vehicles, and resources and services to help them stabilize and transition back into permanent housing. Currently, JFS operates three Safe Parking Program locations in the City of San Diego. The HEAP funding is managed by the Regional Task Force on the Homeless (RTFH), through the San Diego Region Continuum of Care program.

On November 20, 2019, the City Council held a regularly scheduled meeting and heard a presentation by Jewish Family Service and Leichtag Foundation regarding the Safe Parking Program proposal and directed staff to return to City Council with the draft agreements addressing community concerns and the program metrics.

City staff on January 14, 2020, held a public forum to present the proposed program, address questions raised by the public through email and at City Council meetings, and receive additional input and questions. Additional comments and concerns were provided at the City Council Hearing on January 22, 2020. During that meeting, City Council approved Resolution No. 2020-03 authorizing the City Manager to execute the Lease Agreement with Leichtag Foundation and the Use Agreement with Jewish Family Service, subject to a review of the Program after the third month of operation. The Program commenced in early February and has been in continuous operation.

On March 16, 2020, the City Manager, acting as the Director of Emergency Services, declared a Local Emergency existed within the City as a result of COVID-19, which was ratified by the City Council on March 18, 2020. In response to COVID-19, JFS requested an extension of hours from 6:00pm to 7:00am to 5:30pm to 8:00am, which was approved by the acting Emergency Services Director on April 2, 2020. This time request remains in effect until the removal of the Governor’s Executive Order N-28-20 and/or end of the declaration of a local emergency.

**ANALYSIS:**

Per the executed Agreement, the initial term of the Use Agreement is for a term of four (4) months (January 30, 2020 - May 31, 2020). After the third month of operation, the City Council is to review the program and consider extension of the Use Agreement for an additional four-month period (June 1, 2020 – September 30, 2020).

Appendix B of the executed Use Agreement sets safe parking program guidelines and metrics. Per the Agreement, JFS tracked program measures and reported the outcomes to the City, on a monthly basis (Attachment 3). Below is a summary of the program metrics from February through April with the monthly details provided in Attachment 3.

<table>
<thead>
<tr>
<th>Total February - April, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unduplicated Individuals Served (Adults)</strong></td>
</tr>
<tr>
<td><strong>Unduplicated Individuals Served (Children)</strong></td>
</tr>
<tr>
<td><strong>Total Individuals Served</strong></td>
</tr>
<tr>
<td><strong>Total Households Served</strong></td>
</tr>
<tr>
<td><strong>Zip Codes</strong></td>
</tr>
<tr>
<td># of Encinitas Residents</td>
</tr>
<tr>
<td># of North County Residents</td>
</tr>
</tbody>
</table>
According to the JFS reports, from February through April, the Program provided services to 39 individuals (36 Adults, three Children under 18), 14 of which were Encinitas residents. The total number of exits from the program have been 16 households, 11 of which have been positive, four negatives, and one for unknown reason. The positive exits include family reunification or permanent housing. The negative exits include individuals that left the program on their own accord or other reasons including an inoperable car that could not be fixed. The average number of days to a positive exit is 31. The maximum allowed vehicles is 25 and the average nightly occupancy rate was 13 vehicles in April.

In addition, City staff, with the assistance of the San Diego County Sheriff's Department, tracked crime statistics within a specific geographic boundary (Attachment 4) as identified in the Use
Agreement. Below is a summary of the Part 1 Crimes and Vandalism from February through April in 2018-2020 for the specified geographic area.

**Part 1 Crimes and Vandalism – Defined Geographic Area**

<table>
<thead>
<tr>
<th></th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>8</td>
<td>4</td>
<td>7</td>
<td>19</td>
</tr>
<tr>
<td>2019</td>
<td>6</td>
<td>9</td>
<td>4</td>
<td>19</td>
</tr>
<tr>
<td>2020</td>
<td>7</td>
<td>3</td>
<td>14</td>
<td>24</td>
</tr>
</tbody>
</table>

In accordance with the terms of the Use Agreement the City Council shall conduct an evaluation of the Program prior to authorizing additional extension periods. If an extension is approved, the program will be reviewed by City Council in September 2020 for consideration of an additional extension.

**ENVIRONMENTAL CONSIDERATIONS:**

The approval of the Lease and Use Agreement are intended to mitigate the efforts of the crisis and would be statutorily or categorically exempt from CEQA pursuant to CEQA guidelines Sections 15060(c)(2), 15301 and 15304, and that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 would apply, and therefore, that the City Council using its independent judgment, may determine that the activity will not have a significant effect on the environment.

**ATTACHMENTS:**

1. Resolution 2020-36 “Resolution of the City Council of the City of Encinitas Confirming the Existence of a Shelter Crisis and Taking Actions to Continue the Safe Parking Program.”
2. City of Encinitas and Jewish Family Service Safe Parking Program Facility Use Agreement
   - Exhibit A – Lease Agreement (See Attachment 2)
   - Exhibit B – Program Operations
   - Exhibit C – Program Guidelines for Participants
   - Exhibit D – Site Plan
3. Jewish Family Service Safe Parking Program Monthly Reports
4. Sheriff’s Department Report Statistics
RESOLUTION NO 2020-36

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ENCINITAS CONFIRMING THE EXISTENCE OF A SHELTER CRISIS AND TAKING ACTIONS TO CONTINUE THE SAFE PARKING PROGRAM

WHEREAS, the San Diego Regional Task Force on the Homeless 2019 Point-In-Time Count found that there were 1,975 homeless individuals residing throughout North County, of which 354 are living out of their vehicles; and

WHEREAS, in Encinitas the 2019 Point-In-Time Count was 120 (41 sheltered, 79 unsheltered) and the 2018 Point-In-Time Count was 125 (39 sheltered, 86 unsheltered of which 51 were living out of their vehicles); and

WHEREAS, individuals without shelter are at risk of injury and harm due to exposure to the elements and due to other health safety and welfare related circumstances and consequences associated with living outdoors; and

WHEREAS, such individuals generally camp or lodge overnight on or in City parks, sidewalks, parking lots, and beaches leading to conditions that are in some cases unsanitary for individuals experiencing homelessness and for those visiting our using these City parks, sidewalks, parking lots, and beaches; and

WHEREAS, the effects and impacts of such camping and lodging activates have an adverse effect on the health and safety of the people in the City, including the population of individuals experiencing homelessness and the public at large; and

WHEREAS, on October 17, 2018 the City Council of the City of Encinitas adopted Resolution 2018-85 declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code 8698.2) in the City of Encinitas; and

WHEREAS, the Jewish Family Service has received Homeless Emergency Aid Program (“HEAP”) funds to establish a Safe Parking Program which provides a safe environment for unsheltered homeless individuals living out of their vehicles and resources and services to help them stabilize and transition back into permanent housing; and

WHEREAS, the Leichtag Foundation offered to lease a portion of its property located at 441 Saxony Road to the City in order to establish a Safe Parking Program in the City of Encinitas in accordance with the terms of the Lease; and

WHEREAS, the Leichtag property is a unique location; and

WHEREAS, it is in the public’s interest to lease the Leichtag property for the purpose of establishing a public facility to be used for the operation of the Safe Parking Program; and

WHEREAS, the Shelter Crisis Law provides that a local jurisdiction may suspend regulatory statutes to the extent the statutes would in any way prevent, hinder or delay the mitigation of the effects of the Shelter Crisis; and

WHEREAS, the Leichtag property is located within the Encinitas Ranch Specific Plan and is zoned for agricultural use; and
WHEREAS, it is necessary and in the public interest to suspend the use restriction in order to implement the Safe Parking Program; and

WHEREAS, the City Council finds that the Safe Parking Program will be operated at a City designated public facility and will be operated without interference with the administration of the City; and

WHEREAS, the terms, conditions, and requirements of the Use Agreement with JFS will ensure that the Safe Parking Program will be operated in a manner which will not adversely impact the Encinitas community; and

WHEREAS, the Safe Parking Program will be operated in a location and manner which does not constitute "development" pursuant to the California Coastal Act (Public Resources Code section 30106) and will not have any impacts to coastal resources; and

WHEREAS, the approval of the Lease and Use Agreement are intended to mitigate the efforts of the crisis and would be statutorily or categorically exempt from CEQA pursuant to CEQA guidelines Sections 15060(c)(2), 15301 and 15304 and that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 would apply, and therefore, that the City Council using its independent judgment, may determine that the activity will not have a significant effect on the environment; and

WHEREAS, on January 22, 2020 the City Council held a duly noticed public meeting and considers the writing record for this action, as well as, public comment, Approved Resolution No. 2020-03 authorizing the City Manager to execute the Lease Agreement with Leichtag Foundation and the Use Agreement with Jewish Family Service; and

WHEREAS, Jewish Family Service submitted monthly reports on the Safe Parking Program and no major issues were reported; and

WHEREAS, on May 20, 2020 the City Council held a duly noticed public meeting and considers the writing record for this action, as well as public record.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Encinitas that:

1. Based upon the evaluation, the City Council approves the extension of the Use Agreement for an additional four (4) month period ending September 30, 2020.

2. The Use Agreement shall be subject to an evaluation after an additional three (3) month period and based upon the evaluation the City Council may extend the Use Agreement for an additional four (4) month period. In accordance with the terms of the Use Agreement the City Council shall conduct an evaluation of the Program prior to authorizing additional extension periods.

PASSED, APPROVED AND ADOPTED this ___ day of ________, 2020 by the City Council of the City of Encinitas, State of California.

________________________________________
Catherine Blakespear, Mayor

ATTEST:

____________________________
Kathy Hollywood, City Clerk
CERTIFICATION: I, Kathy Hollywood, City Clerk of the City of Encinitas, California, do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the City Council on the _____ day of __________, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________
Kathy Hollywood, City Clerk
City of Encinitas and Jewish Family Service (JFS)  
Safe Parking Program Facility Use Agreement

This Use Agreement ("Agreement") is entered into by and between the CITY OF ENCINITAS, a municipal corporation ("City") and Jewish Family Service of San Diego, a non-profit corporation ("JFS"). City and JFS are sometimes referred to in this Agreement, each individually, as a "Party" or, collectively as the "Parties". This Agreement is entered into by the City and JFS with reference to the following recited facts ("Recitals"):  

RECITALS

A. JFS is a 501(c)(3) non-profit corporation (EIN: 95-1644024) operating under the laws of California, with its principal place of business in San Diego, California; and

B. JFS operates a Safe Parking Program, which provides homeless families and individuals (hereinafter referred to as "Participant(s)") living in their vehicles with a safe environment needed to rest, access resources, and work towards stabilization; and

C. City is a municipal corporation and in accordance with the Shelter Crisis Law (California Government Code sections 8698-8698.4) has declared a shelter crisis; and

D. City has leased a portion of property from the LF Encinitas Properties, LLC, whose sole member is the Leichtag Foundation, ("Leichtag"), for the purposes of establishing the Safe Parking Program ("Property"). The Lease is attached hereto as Exhibit A ("Lease"); and

E. The Parties wish to enter into this Agreement whereby City will allow JFS to use the Property for the purpose of independently operating and managing a Safe Parking Program.

For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

Section 1 Term. The initial term of this Agreement shall commence on January 30, 2020 and shall expire on May 31, 2020 and be for a term of four (4) months. The City Council shall conduct an evaluation of the Program after the third month of operation. The evaluation shall consider compliance with the Program Operations and Metrics attached hereto as Exhibit B. The City Council by resolution may, in its sole discretion, extend this Agreement for three (3) additional four (4)-month periods. The term of this Agreement shall not exceed sixteen (16) months.

Section 2 Use of Property. The Property shall be used only for the purpose of providing a Safe Parking Program as described in the Program Operations, attached hereto as Exhibit B. Subject to the terms and conditions of this Agreement, City hereby grants permission to JFS and its officers, employees, agents and contractors to enter upon and use the Property to provide the services described in the Program Operations. JFS will remove or cause the removal of any abandoned vehicles at the Property within 3 days (72 hours) of abandonment, if the abandoned
vehicles are Safe Parking Program users or employees. JFS will inform Safe Parking Program participants of this rule, in writing, upon their entry into the program.

2.1 **Governmental Approvals.** By entering into this Agreement, neither City nor the City of Encinitas Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to JFS's occupancy, use, development, maintenance or restoration of the Property. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.

2.2 **No Holdover.** If JFS continues to occupy the Property after the expiration or earlier termination of this Agreement, such occupancy shall neither constitute a renewal or extension of City's permission to use the Property, nor give JFS any rights in or to the Property. If JFS continues to occupy the Property after the expiration or earlier termination of this Agreement, JFS shall pay to City rent calculated on a per diem basis at the market rental rate in effect just prior to such expiration or earlier termination. City's acceptance of such rent shall neither constitute a renewal or extension of this Agreement, nor give JFS any rights in or to the Property.

2.3 **Restore and Vacate.** Prior to the expiration or JFS's earlier termination of the Agreement, JFS shall restore the Property to its condition on the Effective Date, normal wear and tear excepted, and upon such expiration or earlier termination immediately vacate the Property. Upon City's termination of this Agreement, JFS shall immediately cease all operations on the Property and as soon as practicable thereafter restore the Property to its condition on the Effective Date, normal wear and tear excepted, and vacate the Property.

2.4 **Superior Interests.** Permission granted to JFS to use the Property is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights - of - way pertaining to the Property, whether or not of record. JFS shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Property, relative to any such superior interest.

2.5 **Inspection.** City may at all times enter and inspect the Property.

2.6 **Improvements/Alterations.** JFS shall not make or cause any improvements, changes or alterations to be made to the Property, without prior written City approval.

2.7 **Maintenance of the Property.** JFS shall be responsible for maintaining the Property in a neat, clean, safe and sanitary condition. JFS shall keep the Property free and clear of rubbish, debris and litter at all times and comply with all maintenance obligations under the City's Lease with Leichtag.
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

JFS shall not allow any person to wash the exterior of a vehicle resulting in water runoff or perform any mechanical work, including on any vehicles, within the Property.

JFS shall install and maintain drip pans below each vehicle and any machinery stored on the Property.

JFS shall ensure that debris and material scraps are not allowed to accumulate in the Property. JFS shall keep Property free and clear of rubbish, debris and litter at all times.

JFS's use of the Property shall at all times comply with the terms and conditions of the Lease between Leichtag and the City.

Section 3 Utilities and Services. Leichtag, per Lease Agreement, shall cause electricity, lighting, water and sewer service, for normal use consistent with the Permitted Uses. JFS agrees that trash, garbage, waste or other refuse shall only be disposed in sanitary containers, and shall be removed from the Premises on a daily basis (provided that Leichtag will not unreasonably withhold its consent to the installation of a dumpster in the vicinity of the Parking Spaces for the exclusive use of the Safe Parking Program, at the sole cost and expense of JFS, which shall be emptied weekly, or more often as required to avoid overflow). JFS shall keep all trash bins and other containers in the vicinity of the Parking Spaces, in a clean and sanitary condition. JFS shall be responsible for the removal of any waste, garbage or refuse disposed or drained into the storm- or surface-water sewer system of the Project in the vicinity of the Parking Spaces. JFS shall contract directly for all trash disposal services required under this Section 3 at the sole cost and expense of JFS.

JFS at its sole cost and expense will provide potable ADA compliant restroom facilities at a location mutually acceptable to Leichtag and City subject to the conditions set-forth in the Lease (Section 1.4). JFS will pay contracted vendors as approved by Leichtag to perform all required maintenance obligations under this Agreement and the Lease.

Section 4 Disabled Access Compliance. JFS shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code"); the Americans with Disabilities Act of 1990 ("ADA") and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. JFS compliance shall include without limitation the following:

JFS shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment:

No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of JFS;

JFS shall post a statement addressing the requirements of the ADA in a prominent place
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

at the worksite;

Where required by law, JFS shall, at JFS’s sole cost in conformance with all applicable codes and accessibility regulations, comply with applicable disabled-access requirements by making accessible any areas of the Property which deny access to disabled persons;

JFS shall include language in each sublicense agreement, if any, indicating the sublicensee’s agreement to abide by the foregoing provision; and,

JFS and each of its sub-licensees shall be individually responsible for their own ADA compliance program. JFS’s failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Agreement.

Section 5 Hazardous Substances. JFS shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under or from the Property. Except for as described in the Program of Operations, JFS and JFS’s agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City’s prior written consent. JFS shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

5.1 Release. For all purposes of this Agreement, a “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of Hazardous Substances.

5.2 Hazardous Substances. For all purposes of this Agreement, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

5.3 Remediation. If JFS’s occupancy, use, development, maintenance, or restoration of the Property ("Contractor’s Operations") results in a release of a Hazardous Substance, JFS shall pay all costs of remediation and removal to the City’s satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

5.4 Removal. If JFS or JFS’s contractor or agent has received approval and permits to store,
utilize, generate, or install, or otherwise bring Hazardous Substances to the Property, JFS and/or JFS's contractor or agent shall remove all Hazardous Substances in any type of container, equipment, or device from the Property immediately upon or prior to the expiration or earlier termination of this Agreement. City reserves the right to conduct inspections of the Property and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Property. JFS shall be responsible for any and all costs incurred by City to remove any container, equipment, or device requiring disposal or removal as required by this provision.

Section 6  Security and Safety of Property. JFS shall bear sole responsibility for the security and safety of its activities and property kept at the Property. JFS shall provide site security during all times the Program is in operation. JFS shall be responsible for the routine maintenance, cleanup, and securing of the Property, as appropriate, to ensure security and safety of the Property. JFS shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at JFS's sole cost and expense, with respect to maintaining the Property in a safe and secure manner during the Term. City has no obligation to provide oversight of the Property or staffing or resources for the maintenance of the Property during the Term.

Section 7  Program Operation. The Safe Parking Program will be operated between the hours of 6pm and 7am on the Property. Security will be onsite during program hours of operation. Program staff will be onsite from 5:30pm to 9:30pm and be available outside of those hours, as needed. Safe Parking participants, volunteers, security and staff operating the program are the only people allowed on the Property. No visitors are allowed. The services provided and the manner of operation of the Program will be as set forth in Exhibit B. Additionally, the Program Guidelines are attached as Exhibit C and the site plan as Exhibit D.

Section 8  Rent. City agrees to provide JFS use of the Property for One Dollar ($1.00) per year. Additionally, JFS will pay all costs associated with Property maintenance and utilities and services as set forth in this Agreement.

Section 9  Insurance/Indemnity. During all phases of this Agreement, JFS agrees to defend, indemnify and save harmless City, Leichtag and their officers, agents, contractors and employees ("Indemnities") from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature or incur or which arise out of or are in any way connected to this program, performance, and use under this Agreement, or in any manner connected with JFS's or its agents, contractors, or employees' negligent performance whether such negligence is solely JFS's or partially JFS's on a comparative fault basis, or whether JFS's negligence is active or passive under the terms of this Agreement.

General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which City or Leichtag may have under the law or this Agreement.
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

JFS agrees that its duty to defend the Indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by JFS, its officers, agents, representatives, employees, sub-consultants, or anyone for whom JFS is liable and that an adjudication of JFS’s liability is not a condition precedent to JFS’s duty to defend.

9.1 Insurance. JFS shall not take possession under this Agreement until it has: (a) obtained, and upon City's request, provided to City, insurance certificates reflecting evidence of all insurance required in this Section 9; however, City reserves the right to request, and City shall submit, copies of any policy upon reasonable request by City; and (b) confirmed that all policies contain the specific provisions required in this Section 9.

Types of Insurance. At all times during the term of this Agreement, JFS shall maintain Commercial General Liability (CGL) Insurance written on an occurrence basis to protect JFS, the City and Leichtag against liability or claims of liability which may arise out of this Agreement in the amount of Two Million Dollars ($2,000,000) per occurrence and subject to an annual aggregate of Five Million Dollars ($5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated “A-” and “V” or better by the A.M. Best Key Rating Guide and are licensed to do business in the State of California. City will accept insurance provided by non-admitted “surplus lines” carriers only if the carrier is authorized to do business in the State of California.

Deductibles. All deductibles on any policy shall be the responsibility of JFS and shall be disclosed to City at the time the evidence of insurance is provided.

Specific Provisions Required. Each policy required under this Section 9 shall expressly provide, and an endorsement shall be submitted to City, that: (a) the policies are primary and non-contributory to any insurance that may be carried by City or Leichtag; and (b) City and Leichtag are entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the policies shall expressly provide, and an endorsement shall be submitted to City, that the City of Encinitas and Leichtag its respective offices, contractors and employees are additional insureds under the policy.

Indemnity Not Limited by Insurance. JFS’s liabilities, including, but not limited to, JFS’s indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and JFS’s
failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

9.2 Workers' Compensation and Automobile Insurance. For all of JFS's employees who are subject to this Agreement and to the extent required by applicable state or federal law, JFS shall keep in full force and effect a Workers' Compensation policy. That policy limits shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and JFS shall provide an endorsement that the insurer waives the right of subrogation against the City, Leichtag and their respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City or Leichtag by a bona fide employee of JFS participating under this Agreement, JFS agrees to defend and indemnify the City and Leichtag from such claim. Additionally, JFS shall insure that all employees subject to this Agreement maintain automobile liability insurance covering liability for owned, non-owned and hired automobiles, with limits of at least $1,000,000 combined bodily injury and property damage per accident.

Section 10 Acceptance of Property. By signing this Agreement, JFS represents and warrants that it has independently inspected the Property and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Property and its suitability for the Scope of Services. JFS further represents and warrants that it is not relying on any representation by City as to the condition of the Property or its suitability for the Program, and that JFS is relying solely on its own and independent inspections, tests, investigations and observations of the Property in entering into this Agreement. JFS accepts the Property in its current condition. JFS acknowledges and agrees that unless set forth in this Agreement, City has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Property at any time either prior to, on or after the Effective Date. JFS shall not hold City responsible for any defects in the Property. JFS accepts and assumes all risk of harm to all persons and property, including without limitation JFS's employees, from any defects in the Property, and shall be solely responsible therefore.

Section 11 Assignment and Subletting. This Agreement is solely for the use of the Property by JFS as provided in Section 2. JFS shall not assign this Agreement or any interest therein and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of JFS, to use or occupy the Property or any part thereof, without the prior written consent of City in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of City, terminate this Agreement. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of JFS by operation of law, without the written consent of City.
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

Section 12  Defaults, Remedies and Termination

12.1  Default.

In the event that:

JFS shall default in the performance of any covenant or condition required by this Agreement to be performed by JFS and shall fail to cure said default within thirty (30) days following written notice thereof from City; or if any such default is not curable within thirty (30) days, and JFS shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or

JFS shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, then City may, at its option, without further notice or demand upon JFS or upon any person claiming rights through JFS, immediately terminate this Agreement and all rights of JFS and of all persons claiming rights through JFS to the Property or to possession thereof.

12.2  Waiver.

Any City waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City in order to constitute a valid and binding waiver.

12.3  Termination.

Either Party may terminate this Agreement for any reason upon thirty (30) days written notice provided to the other Party at the address indicated in Section 13 of this Agreement. Notwithstanding the foregoing, this Agreement is entered into under the Shelter Crisis conditions of the Shelter Crisis Law as of the effective date, and if the suspension of the use restriction of the Encinitas Specific Plan under the Shelter Crisis Law shall be revoked or terminated by operation of law, or if any change in the Shelter Crisis Law, or the effect of any Laws that are not suspended thereunder, shall impose any additional cost, expense or liability on Leichtag, City or JFS for the continuation of the Safe Parking Program under this Agreement, then the City may terminate this Use Agreement upon written notice to JFS.

Section 13  General Provisions

13.1  Notices.

This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereto shall be addressed, as follows:
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

For CITY: City of Encinitas
Attn: City Manager
505 South Vulcan Avenue
Encinitas, CA 92024
(760) 633-2600

For JFS: Jewish Family Service
Attn: Michael Hopkins, CEO
8804 Balboa Avenue
San Diego, CA 92123
(858) 637-3000

13.2 Compliance with Law.

JFS shall, at all times, in the construction, maintenance, occupancy, and operation of the Property, comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments at JFS's sole cost and expense. In addition, JFS shall comply with any and all notices issued by the City or his authorized representative under the authority of any such law, statute, ordinance or regulation.

13.3 City Consent, Discretion.

Pursuant to Section 1, the City Council shall do the program evaluation and determine whether the Agreement will be renewed.

Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Legal Fees.

In the event of any litigation regarding this Agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

Entire Understanding.

This Agreement contains the entire understanding of the parties. JFS, by signing this Agreement, agrees that there is no other written or oral understanding between the parties with respect to the Property. Each party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself. Each of the parties in this Agreement agrees that no other party, agent,
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement.

The failure or refusal of any party to read the Agreement or other documents, inspect the Property, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

Time is of Essence: Provisions Binding on Successors.

Time is of the essence of all of the terms, covenants, and conditions of this Agreement, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

Governing Law/Venue.

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Counterparts.

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.
City of Encinitas and Jewish Family Service (JFS)
Safe Parking Program Facility Use Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above,

City of Encinitas
a Municipal Corporation

[Signature]
City Manager

Date 1/30/20

Jewish Family Service of San Diego
a Non-Profit Corporation

[Signature]
CEO, Chief Executive Officer

Date 1/29/20

Approved As To Form
[Signature]
Encinitas City Attorney

Date
City of Encinitas and Jewish Family Service (JFS)  
Safe Parking Program Facility Use Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above,

City of Encinitas  
a Municipal Corporation  

City Manager  

Jewish Family Service of San Diego  
a Non-Profit Corporation  

CEO, Chief Executive Officer  

Date  

Approved As To Form:  

Encinitas City Attorney  

Page 11 of 11
Exhibit "A"
"Lease Agreement"
PARKING LEASE

This Lease (this “Lease”) is entered into as of January __, 2020 between LF ENCINITAS PROPERTIES LLC, a California limited liability company (“Landlord”), and THE CITY OF ENCINITAS (“Tenant” or “City”) on the terms and conditions set forth below, relating to the following:

RECITALS

WHEREAS, the Regional Task Force on the Homeless 2019 Point-In-Time Count (the “Point-in Time Count”) found that there were 1,975 homeless individuals residing throughout North County, of which 354 are living out of their vehicles;

WHEREAS, the 2019 Point-In-Time Count found 120 homeless individuals (41 sheltered, 79 unsheltered) in the City and the 2018 Point-In-Time Count was 125 (39 sheltered, 86 unsheltered of which 51 were living out of their vehicles);

WHEREAS, individuals without shelter are at risk of injury and harm due to exposure to the elements and due to other health safety and welfare related circumstances and consequences associated with living outdoors;

WHEREAS, such individuals generally camp or lodge overnight on or in City parks, sidewalks, parking lots, and beaches leading to conditions that are in some cases unsanitary for individuals experiencing homelessness and for those visiting our using these City parks, sidewalks, parking lots, and beaches;

WHEREAS, the effects and impacts of such camping and lodging activates have an adverse effect on the health and safety of the people in the City, including the population of individuals experiencing homelessness and the public at large;

WHEREAS, on October 17, 2018 the City Council of the City of Encinitas adopted Resolution 2018-85 declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code 8698.2) in the City (the “Shelter Crisis”);

WHEREAS, Jewish Family Service of San Diego, a California non-profit corporation (“JFS”), has received Homeless Emergency Aid Program (“HEAP”) funds from the State of California to establish a Safe Parking Program which provides a safe environment for unsheltered homeless individuals living out of their vehicles and resources and services to help them stabilize and transition back into permanent housing (the “Safe Parking Program”);

WHEREAS, under the terms of the HEAP endowment, Safe Parking Program facilities must be located on public property;

WHEREAS, Landlord has offered to lease those certain Premises (as defined herein) to the City in order for JFS to establish a Safe Parking Program in the City in accordance with the HEAP requirements;

WHEREAS, the Premises are in a unique location in the City, and are improved with certain parking lot improvements;
WHEREAS, it is in the public's interest for the City to lease the Premises from Landlord for the purpose of JFS establishing a Safe Parking Program on public property (to be provided by the City pursuant to its lease of the Premises from the Landlord);

WHEREAS, the Shelter Crisis Law provides that a local jurisdiction may suspend the provisions of any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety to the extent that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the Shelter Crisis (California Government Code section 8698.1(b));

WHEREAS, the Premises are located within the Encinitas Ranch Specific Plan, are zoned for agricultural use;

WHEREAS, it is necessary and in the public interest to suspend the use restriction of the Encinitas Specific Plan in order to implement the Safe Parking Program;

WHEREAS, the Safe Parking Program will be operated in a location and manner which does not constitute “development” pursuant to the California Coastal Act (Public Resources Code section 30106) and will not have any impacts to coastal resources; and

WHEREAS, the City Council of the City has approved the operation of the Safe Parking Program by JFS pursuant to a Use Agreement between the City and JFS (the “Use Agreement”) at the Premises; and

WHEREAS, the terms, conditions, and requirements of the Use Agreement will ensure that the Safe Parking Program will be operated in a manner which will not adversely impact the Encinitas community; and

WHEREAS, the City desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to the City pursuant to the term and upon the conditions, covenants and provisions hereinafter set forth;

NOW THEREFORE, the parties hereto do mutually agree as follows:

AGREEMENT

1. LEASED PREMISES

1.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Permitted Use (as defined herein), that portion of that certain real property located at 800 Ecke Ranch Road, Encinitas, California 92024, commonly known as the “Leichtag Commons” (the “Project”), as shown on the Project Site Plan attached hereto as Exhibit “A” (the “Site Plan”), located within that parking lot of the Project, as identified on the Site Plan (the “Parking Lot”), consisting of the use of up to 25 parking spaces of the Parking Lot, in that location depicted on the Site Plan (the “Parking Spaces”), during Access Hours (as hereinafter defined) for the Permitted Use (as set forth in Section 2 of this Lease), along with the following appurtenant rights (collectively, the “Access Rights”) relating thereto during the Access Hours: (a) the right to locate, maintain and have pedestrian access to portable restroom facilities within the Parking Lot and (b) the right of vehicular access to the Premises across the common driveway of the Project and the Parking Lot from Ecke Ranch Road (with the Parking Spaces and such related Access Rights referred to herein as the “Premises”). The “Access Hours” shall mean that portion of each calendar day of the Term (as hereinafter defined) beginning at 6:00 PM and ending at 7:00 AM, Encinitas local time.
1.2 Periodic Tenancy. Tenant hereby acknowledges that Tenant is granted a periodic leasehold interest in the Premises under this Lease, which is limited, on a daily basis for the duration of the Term, to access to and use of the Parking Spaces by the Permitted Users (as hereinafter defined) during the Access Hours only (except as expressly provided herein) and that (a) the exclusive right to use the Parking Spaces of the Premises for the Permitted Use is limited to the Access Hours; (b) the Access Rights are non-exclusive for the Permitted Users and the other tenants of the Project during the Access Hours; and (c) Tenant shall be responsible for causing all of the Permitted Users to vacate the Premises before possession and use of the Parking Spaces reverts to the Landlord, daily, at 7:00 A.M., Encinitas local time, for the non-exclusive use of the other tenants of the Project until 6:00 P.M., Encinitas local time, daily. Notwithstanding the foregoing, Landlord hereby agrees that the Permitted Operator (as defined in Section 2.1) shall have non-exclusive access to the Parking Spaces and all other portions of the Project included in the Access Rights for a period of one (1) hour after Access Hours (i.e. until 8:00 A.M. Encinitas local time) each day for the purpose of performing the Tenant’s daily maintenance and cleaning obligations under this Lease.

1.3 Landlord's Delivery Obligations. Landlord shall be responsible for notifying the other tenants of the Project to cause the Parking Spaces to be vacated by their employees and visitors before 6:00 PM every day during the term of this Lease. If the Parking Spaces are not vacated by the beginning of Access Hours on any day during the Term, Tenant shall verbally contact Landlord’s representative, and Landlord shall arrange for such vehicles to be towed to the extent that alternative parking spaces are not made promptly available for Tenant’s use by Landlord, on a case by case basis.

1.4 Use and Maintenance of Portable Restroom Facilities. The Permitted Operator at its sole cost and expense may place ADA compliant portable restroom facilities within the Parking Lot at a location mutually agreeable to Landlord and Tenant on an exclusive basis during the Access Hours. Those portable restroom facilities (“Restroom Facilities”) can be used by Permitted Users, subject to the following: (a) use of the Restroom Facilities by the Permitted Users shall be limited to normal restroom use, and the Restroom Facilities shall not be used for human habitation, cooking or any other activities by the Permitted Users; (b) Tenant shall cause (i) the Restroom Facilities to be maintained in good condition and repair, (ii) the common areas of the Project surrounding the Restroom Facilities and the Parking Space to be kept clean of debris and trash arising from the Permitted Use, (iii) daily cleaning of the Parking Spaces and adjacent areas of the Project, and the Restroom Facilities, as reasonably required to restore them to a clean condition consistent with occupancy of the Project as a suburban office project, including, but not limited to, emptying all trash cans located in and around the Restroom Facilities, with such cleaning to be completed by 8:00 A.M. Encinitas local time; and (c) Tenant shall, at Tenant's sole cost and expense, cause the Permitted Use to comply with all laws, ordinances, codes, rules, regulations, and other requirements, orders, rulings or decisions having the effect of a federal, state or local law, including, without limitation, Legal Access Requirements (collectively “Laws”) to the extent that such Laws are not suspended under the Shelter Crisis Law.

2. USE

2.1 Permitted Use. The Premises may be used only for the parking of passenger vehicles of Permitted Users during Access Hours under a Safe Parking Program managed by JFS (the “Permitted Use”), and operated by employees and contractors engaged by JFS for such purpose (collectively with JFS, the “Permitted Operator”), in accordance with the Safe Parking Program Guidelines attached hereto as Exhibit “B” (the “Program Guidelines”), and for no other use. “Permitted Users” shall mean those individuals and families who are eligible to participate the Safe Parking Program in accordance with the Program Guidelines.

2.2 Access and Parking. Access to the Parking Spaces for the Permitted Use shall be limited to a direct path of vehicle access from Project driveway at Ecke Ranch Road to the Parking Lot. Tenant
agrees that it shall cause the Permitted Users to park only in the Parking Spaces (as the same may be supplemented by use of one or more alternate parking spaces in accordance with Section 1.3). Tenant hereby releases Landlord and its affiliates from any and all claims that the Permitted Operator or any of the Permitted Users may have against Landlord and/or Tenant as a result of the exercise of any of the Landlord’s rights and remedies under this Lease.

2.3 Cleanliness, Care and Safety. As part of the Tenant’s daily cleaning obligations under Section 1.4, Tenant shall be responsible for the daily removal of trash, waste, debris and any surface oil attributable to the parking of vehicles of Permitted Users in the Parking Spaces. Tenant shall also be responsible for the safety and security of the Permitted Users and all personnel engaged in the operation of the Safe Parking Program at the Premises.

2.4 Accessibility Disclosure and Access Requirements. Pursuant to California Civil Code § 193$, Landlord hereby states that none of the improvements of the Project (including, without limitation, any portion of the Premises) have undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 193$ of the California Civil Code, Landlord hereby provides the following notification to Tenant: “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject 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.” If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord’s option) to perform the inspection of the Premises and/or at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "CASp Report") and Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report. Landlord and Tenant acknowledge that the existing restroom facilities on the Premises are not intended to be a public restroom facility as part of this Lease. As set forth in Section 1.4 alternate ADA compliant portable Restroom Facilities will be provided on site by the Permitted Operator.

3. TERM.

3.1 The term of this Lease ("Term") shall commence on January 30, 2020 (the “Commencement Date”) and shall expire on May 31, 2020 (as such expiration date may be extended for one or more Extension Periods, as hereinafter provided, the “Expiration Date”); provided that unless Landlord delivers written notice to Tenant of Landlord’s election to terminate this Lease (a “Termination Notice”) at least thirty (30) days prior to the then-current Expiration Date, Tenant shall have the right, in its sole and absolute discretion, to extend the Term for up to three (3) additional four (4)-month periods (each, an “Extension Period”), commencing on the date immediately following the then-current Expiration Date, by delivering written notice of Tenant’s election to so extend the Term (each, an “Extension Notice”) no later than one (1) business day following the date on which the meeting of the City Council of the City occurs in that calendar month in which the then-current Expiration Date is scheduled to occur (but no later than three (3) business days prior to such Expiration Date, in any event); and further provided that if the Tenant shall fail to timely deliver any Extension Notice then this Lease shall automatically expire on the then-current Expiration Date, and all further rights of Tenant to extend the Term shall be cancelled. Notwithstanding the Tenant’s right to extend the Term under this Section 3, such right is subject to the Landlord’s right to timely deliver a Termination Notice in advance of Tenant’s exercise of such right, in Landlord’s sole and absolute discretion, without any liability of Landlord to
Tenant for Landlord’s election to do so. Notwithstanding the foregoing, this Lease is entered into under the Shelter Crisis conditions of the Shelter Crisis Law as of the Effective Date, and if the suspension of the use restriction of the Encinitas Specific Plan under the Shelter Crisis Law shall be revoked or terminated by operation of law, or if any change in the Shelter Crisis Law, or the effect of any Laws that are not suspended thereunder, shall impose any additional cost, expense or liability on Landlord, Tenant or JFS for the continued the Permitted Uses of the Premises, then either Landlord or Tenant may terminate this Lease upon written notice to the other party.

4. RENT

4.1 Commencing on the Commencement Date, Tenant shall pay Landlord, on or before the first day of the Term at Landlord’s address set forth below its signature to this Lease, without abatement, deduction or offset, base rent (“Base Rent”) in the amount of One Dollar ($1.00) per year. The Base Rent for the Term is payable to Landlord concurrently with the execution and delivery of this Lease to Landlord.

5. SERVICES AND UTILITIES.

5.1 Landlord shall cause electricity, lighting, water and sewer service, for normal use consistent with the Permitted Uses, to be provided to the Restroom Facilities. Tenant agrees that trash, garbage, waste or other refuse shall only be disposed in sanitary containers, and shall be removed from the Premises on a daily basis (provided that Landlord will not unreasonably withhold its consent to the installation of a dumpster in the vicinity of the Parking Spaces for the exclusive use of the Safe Parking Program, at the sole cost and expense of Tenant, which shall be emptied weekly, or more often as required to avoid overflow). Tenant shall keep all trash bins and other containers in the Restroom Facilities, and in the vicinity of the Parking Spaces and Restroom Facilities, in a clean and sanitary condition. Tenant shall be responsible for the removal of any waste, garbage or refuse disposed or drained into the storm- or surface-water sewer system of the Project in the vicinity of the Parking Spaces. Tenant shall contract, or shall cause the Permitted Operator to contract, directly for all trash disposal services and any maintenance of the Restroom Facilities required under this Section 5 at the sole cost and expense of Tenant or the Permitted Operator.

6. DELIVERY OF PREMISES AND TENANT IMPROVEMENTS

6.1 Delivery of Premises. The Base Rent payable under this Lease is based on Landlord’s willingness to provide, and Tenant’s agreement to accept, the Premises in their “AS IS”, “WHERE IS” condition as of the Commencement Date, “WITH ALL FAULTS”, and without any representations, warranties or guaranties of any nature, express or implied, oral or written, past, present or future, regarding the Premises or the Restroom Facilities. Tenant has been advised to investigate and to satisfy itself regarding the physical condition of the Premises and all Project improvements associated with the Premises. Commencement of the Permitted Use of the Parking Spaces under this Lease shall be conclusive evidence that Tenant has investigated and accepted the condition of the Premises as of the Commencement Date. Tenant hereby agrees that Landlord shall have no liability to Tenant, the Permitted Operator or any Permitted User for any existing condition of the Project, and that any and all uses of the Premises, including, without limitation, the Permitted Uses shall be at the sole risk of Tenant, the Permitted Operator and the Permitted Users.

6.2 Conditions of Major Construction. Tenant shall not make (or suffer the Permitted Operator or any Permitted User to make) any alterations or improvements to the Premises without the prior written consent of Landlord, which may be withheld in Landlord’s sole and absolute discretion.
6.3 Protection of Landlord. Tenant agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the Premises or any portion of the Project from the performance of any work of alteration, maintenance or repair pursuant to this Lease, and shall indemnify and hold Landlord and the Premises harmless against any and all liens, claims, liabilities and losses in any way arising out of the performance of work or the furnishing of labor, skill and materials. Tenant shall have the right to contest any claim of lien in good faith by appropriate judicial or arbitration proceedings, provided that Tenant protects the Premises against foreclosure or sale, and pays any amount finally determined to be due promptly upon such final determination. If Tenant fails to perform as required in this section, Landlord may pay the amount of any such lien or claim together with any and all interest, costs and penalties and the amount so paid shall become immediately due and payable by Tenant to Landlord as additional rent.

7. HAZARDOUS MATERIALS

7.1 Tenant, shall not use or permit to be used on the Premises any Hazardous Materials (defined below), except for the use of commercially reasonable amounts of Hazardous Materials commonly used in connection with Tenant’s permitted use, which use shall be in strict compliance with all applicable laws, rules, regulations and ordinances. “Hazardous Materials” shall mean any product, substance, or waste product whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory, including, but not limited to medical waste, toxic substances, explosives and petroleum products.

8. MAINTENANCE AND REPAIRS

8.1 Tenant shall at its own expense perform the daily cleaning and trash removal requirements set forth in this Lease. Landlord shall perform all other maintenance and repairs to the Premises and those portions of the common areas associated with the Access Rights to the extent not included in Tenant’s maintenance and repair obligations under this Lease.

9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification. This Lease is made upon the express condition that Landlord shall be free from all liability and claims for damages by reason of any injury to any person or persons, including the agents and employees of Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant’s property, from any cause or causes whatsoever, in, upon or in any way connected with the Premises or its use or occupancy during the Term, excepting only liability caused by the gross negligence or intentional misconduct of Landlord. Tenant shall indemnify and hold Landlord, Leichtag Foundation and their respective affiliates, and all of the tenants, subtenants and licensees of space in the Project, and the directors, officers and employees of each of them (collectively, the “Landlord Indemnitees”) harmless from and against all claims, suits, demands, response costs, contribution costs, liabilities, losses, or damages (including, without limitation, reasonable attorneys’ fees, “Claims”) arising directly or indirectly out of (a) the operation, maintenance or alteration of any portion of the Premises by Tenant, JFS or any of its affiliates, or any employee or contractor of any of them (collectively, the “Tenant Parties”), (b) any use or occupancy of the Premises by the Permitted Operator or any of the Permitted Users, or (c) any breach or default by Tenant (or caused by any of the other Tenant Parties or by any Permitted User) of any of the Tenant’s obligations under this Lease, except to the extent attributable to the gross negligence or willful misconduct of any of the Landlord Indemnitees.
Tenant, for itself and on behalf of the Permitted Operator and the Permitted Users (and the invitees of any of them), hereby waives and covenants not to sue Landlord or any of the Landlord Indemnitees for any loss or damage of any nature suffered by any of them, or any Claims against any of them relating to, any damage to any property or any injury to any person in or about the Premises or the Restroom Facilities, or elsewhere in the Project, regardless of whether the same is due to the negligence (excluding any gross negligence) of any of the Landlord Indemnitees, including, without limitation any and all Claims arising out of: (a) theft; (b) act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, fire, explosion or falling objects; (c) any accident or occurrence in the Premises or any other portion of the Project caused by the Parking Spaces, the Restroom Facilities or any other portion of the Project becoming out of repair or by the obstruction, breakage or defect in or failure of equipment of the Project serving the Premises; (d) any interruption or loss of use of the Parking Spaces during the Term; or (e) any acts or omissions of any other tenant, occupant or visitor of the Project; provided that the foregoing waiver and covenant shall not extend to the gross negligence or willful misconduct of Landlord or any of its affiliates. Tenant acknowledges that it is familiar with and understands California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Tenant hereby waives and relinquishes every right or benefit that it has or may have under California Civil Code Section 1542 to the full extent that it may lawfully waive such right or benefit. In connection with such waiver and relinquishment, Tenant acknowledges that it may discover facts in addition to or different from those that it knows or believes to be true with respect to the subject matter of this Lease and/or the waiver(s) set forth herein, but that it is Tenant’s intention hereby to fully, finally and forever waive and release all claims, demands, losses, liabilities, costs, expenses and damages, known or unknown, suspected or unsuspected, that may exist or heretofore have existed or that may come into existence hereinafter with respect to the claims, as well as any and all other claims and/or matters covered herein or contemplated hereby. The releases given in this Section 9 shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts. Tenant acknowledges and agrees that it has been represented by legal counsel of its choice in connection with this Lease, and that such counsel has explained to Tenant the provisions of the foregoing release, and by initialing below Tenant confirms it has agreed to such provisions.

Tenant’s Initials ____________

9.2 Liability Insurance. Tenant shall take out and keep in force during the term of this Lease, at the sole cost and expense of Tenant, commercial general liability insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant’s operations, assumed liabilities or use of the Premises, including a Commercial General Liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 9.1 of this Lease with a combined single limit of not less than $2,000,000 per occurrence with a $3,000,000 aggregate limit. Landlord hereby acknowledges that Tenant’s self-insurance shall satisfy the insurance requirements outlined in this Section 9.2.

9.3 Additional Insurance Obligations. In addition to Tenant’s liability insurance under Section 9.2, Tenant shall cause the Permitted Operator to carry and maintain during the entire Term, at their respective sole cost and expense, (a) workers’ compensation insurance in accordance with statutory
law and employers' liability insurance with a limit of not less than $1,000,000 per accident, $1,000,000 disease policy limit and $1,000,000 disease limit per each employee, (b) automobile liability insurance covering liability for owned, non-owned and hired automobiles, with limits of at least $1,000,000 combined bodily injury and property damage per accident, and (c) such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and the Permitted Use, as may be reasonably requested by Landlord, but in no event shall such increased amounts of insurance or such other reasonable types of insurance be in excess of that required by landlords of comparable buildings in the area in which the Premises is located. The minimum limits of policies of insurance required under this Lease shall in no event limit the liability under the indemnity agreements of Section 9.1, nor the liability of Tenant for the performance of any of its other obligations under this Lease. Such insurance shall: (i) name Landlord, Leichtag Foundation, and any other party specified by Landlord from time to time, as an additional insured; (ii) specifically cover the indemnity agreement of Tenant under Section 9.1 of this Lease; (iii) be issued by an insurance company (a) having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord, (b) licensed to do business in the State of California, and (c) domiciled in the United States; (iv) with respect to the commercial general liability insurance described in Section 10.2 above, be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant under this Lease; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Commencement Date and at least thirty (30) days before the expiration dates thereof.

9.4 Waiver of Subrogation. To the extent of any and all property damage insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insured by the property damage insurance required to be in effect at the time of such loss or damage (this waiver extends to deductibles under such insurance).

9.5 Limitation of Liability. Neither Landlord, nor any affiliate of Landlord nor their respective members, principals, beneficiaries, partners, trustees, shareholders, directors, officers, employees, contractors, or agents, shall have any personal liability with respect to any of the provisions of the Lease, or the Premises for any breach or default with respect to Landlord's obligations under the Lease, and Tenant shall look solely to the equity interest of Landlord in the Project for the satisfaction of Tenant's remedies or judgments against Landlord. No other real, personal, or mixed property of any Landlord, wherever situated, shall be subject to levy to satisfy such judgment. Upon any transfer of Landlord's interest in this Lease or in the Project, the transferring Landlord shall have no liability or obligation for matters arising under this Lease from and after the date of such Transfer. No party shall in any event be liable for any consequential damages or loss of business or profits of the other party and each party hereby waives any and all claims for any such damage.

9.6 Insurance by Landlord. Landlord shall maintain such types and amounts of insurance coverage as Landlord deems appropriate (including, without limitation, commercial general liability insurance, special form property insurance, windstorm coverage, flood coverage, rent loss insurance, and such other insurance and coverage as Landlord may elect). All insurance maintained by Landlord shall be in limits and with deductibles, coverages, exclusions and other provisions selected by Landlord. It is understood that the insurance coverage maintained by Landlord is for the Landlord's protection. All proceeds of any insurance maintained by Landlord shall be the sole and exclusive property of the Landlord, and Tenant shall have no interest in any such proceeds.
10. DESTRUCTION OF PREMISES

10.1 If the Premises or the portion of the Project necessary for Tenant's occupancy is damaged by fire, earthquake, terrorism, act of war, act of God, the elements or other casualty, then either party may terminate this Lease upon notice given to the other party within thirty (30) days after the date of such casualty, effective as of the date of the casualty if (a) in a party's reasonable opinion, repairs necessary for occupancy of the Parking Spaces by the Permitted Users cannot be completed within sixty (60) days; (b) any other portion of the Project is damaged to the extent that, in a party's reasonable opinion, repair thereof cannot be completed within sixty (60) days; or (c) the insurance proceeds available to a party are not sufficient to complete repair or restoration. If this Lease is not terminated as provided above, it shall continue in full force and effect, and Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment, and subject to all other terms of this Section, restore the Premises, at its sole cost and expense, for the repair, restoration, and replacement of Premises improvements. Landlord shall not be liable for any inconvenience arising from any casualty or any repair or restoration of any portion of the Premises or the Project as a result of any damage from any casualty.

11. DEFAULT

11.1 Tenant's Default. Each of the following shall be a default by Tenant and a breach of this Lease: (i) failure to pay any rent when due; or (ii) failure to perform any other obligation to be performed by Tenant, if such failure continues for a period of ten (10) days after written notice to Tenant specifying the obligation to be performed, or if such default is of nature that it cannot be cured within ten (10) days, Tenant has not commenced and is not proceeding with reasonable diligence efforts to cure such default.

11.2 Remedies. Upon a default by Tenant, Landlord may, at Landlord's option, exercise the rights available to Landlord under applicable law, including without limitation:

11.2.1 the right to terminate this Lease, immediately and without further notice; and in the event of any such termination, Landlord shall have the option, to the extent permitted by law, without further notice or demand, to enter upon and repossess the Premises and remove any personal property of Tenant from the Premises and store it in any public warehouse at the risk and expense of Tenant until Tenant claims it;

11.2.2 the right of Landlord and Landlord's agents and employees to enter the Premises at any time, without terminating this Lease, and to take such remedial action with respect to any breach of any obligation of Tenant under this Lease at the cost and expense of Tenant, with all costs and expenses incurred by Landlord in connection with performing such obligation to be reimbursed by Tenant to Landlord within 30 days of Landlord's written demand and invoice for the amounts so incurred; and

11.2.3 the right to seek such equitable relief as may be appropriate and such other remedies as may be available by law or agreement.

If Landlord exercises any of its rights or remedies under this paragraph, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws, and further releases Landlord and its agents and representatives from any and all claims, demands or liabilities by reason of such exercise by Landlord.

12. SURRENDER OF POSSESSION BY TENANT

12.1 Upon expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as on the date Tenant took possession, except for reasonable wear and tear and loss by fire or other casualty. If any Permitted User holds over after the Access Hours or the expiration of this Lease for any cause, such holding over shall be deemed a day-to-day tenancy at sufferance, otherwise upon the same terms and conditions of this Lease.
13. ASSIGNMENT AND SUBLETTING

13.1 Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor permit the use of the Premises by anyone other than the Permitted Operator and the Permitted Users (collectively and individually, a “Transfer”), without the prior written consent of Landlord, which consent may be withheld in the Landlord’s sole and absolute discretion. The consent by Landlord to any assignment, encumbrance or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

14. LANDLORD’S RIGHT OF ENTRY

14.1 Tenant shall permit Landlord and its agents and employees to enter upon and into the Premises, from time to time, during the Access Hours to inspect, manage and maintain the Premises and to exercise any of the rights or remedies of Landlord under this Lease.

15. GENERAL

15.1 Notice. Any notice, request, demand, instruction or other document (each of which is herein called a “notice”) to be given hereunder to any party shall be in writing and shall be delivered to the person at the appropriate address set forth below the signatures blocks for such party by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic mail, by overnight delivery utilizing a nationally recognized overnight courier, or by certified mail, postage prepaid, return receipt requested. Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by electronic communication or facsimile, (iii) one (1) business day after being sent by overnight delivery utilizing a nationally recognized overnight courier, or (iv) three (3) business days after being sent by certified mail, postage prepaid, return receipt requested. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Landlord and Tenant hereby agree that notices may be given hereunder by the parties’ respective counsel and that, if any communication is to be given hereunder by Landlord’s or Tenant’s counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

15.2 Intentionally Omitted

15.3 Waiver by Landlord. Any waiver by Landlord of any breach of any one or more of the terms, covenants or conditions of this Lease shall not be a waiver of any subsequent or other breach of the same or of any other term, covenant or condition of this Lease, nor shall any failure of Landlord to require full and complete compliance with any of the terms, covenants or conditions of this Lease be construed as changing the terms of this Lease, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written agreement. The subsequent acceptance of rent by Landlord shall not be deemed a waiver of any prior breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent.

15.4 Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, executors, administrators, personal representatives, successors and assigns.
15.5 **Entirety of Agreement.** This Lease contains the entire agreement between the parties, and any amendment shall be ineffectual to change, modify, discharge or effect an abandonment of it in whole or in part unless such amendment is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

15.6 **Force Majeure.** If Landlord shall be delayed in the performance of any agreement, covenant or condition by reason of force, or forces, beyond its control ("Force Majeure Events"), including strikes, lockouts, shortages or unavailability of labor or materials, fires, windstorm, snow, rain or other weather conditions, war, riot, civil commotion, applicable governmental regulations or restrictions, including regulations or restrictions pertaining to the zoning of the Premises, the time for performance of such covenant shall be equitably extended.

15.7 **Time is of the Essence.** Time is hereby made expressly of the essence as to each covenant, term and condition of this Lease.

15.8 **No Merger.** The voluntary or other surrender of termination of this Lease by Tenant, or a mutual cancellation of this Lease, shall not work a merger, but shall, at the option of Landlord, operate as an assignment of any or all subleases or subtenancies.

15.9 **Attorneys' Fees.** If any party defaults under the terms of this agreement, and another party employs an attorney to enforce or interpret the terms of this agreement, whether or not legal proceedings are commenced, then such other party shall be entitled to recover from the defaulting party all attorneys' fees, costs and expenses incurred. If a party commences or is made a party to an action or proceeding to enforce or interpret this agreement, or to obtain a declaration of rights under this agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all attorneys' fees, costs and expenses incurred (whether or not such costs are otherwise taxable or recoverable) in connection with such action or proceeding or any appeal or enforcement of such action or proceeding. This provision shall be deemed a separate and independent covenant, and any judgment rendered in connection with enforcement of this agreement shall include provision for recovery of attorneys' fees and costs incurred in enforcing such judgment.

15.10 **Captions.** The captions of paragraphs of this Lease are for convenience only, and are not a part of this Lease and not in any way limit or amplify the terms and provisions of this Lease.

15.11 **Applicable Law.** The laws of the State of California shall govern the validity, interpretation, performance and enforcement of this Lease.

15.12 **Severability.** Should any term, condition, covenant or provision of this Lease be held to be invalid or unenforceable, either in itself or as it is applied to certain tenants only, the remainder of this Lease, and the applicability of such term, condition, covenant or provision to any other tenant shall continue in validity and full force. It is the intention of the parties that should any provision of this Lease be susceptible to two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

15.13 **Counterparts.** This agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF the parties have executed this Lease as of the date first-above written.

LANDLORD:

LF ENCINITAS PROPERTIES LLC,
a California limited liability company

By: Leichtag Foundation,
    its Sole Member

By: [Signature]
Name: Charlene Seidle
Title: Executive Vice President

Address: 800 Ecke Ranch Road
Encinitas, CA 92024

TENANT:

THE CITY OF ENCINITAS

By: [Signature]
Name: [Signature]
Title: City Manager

Address: 505 S. Vulcan Ave.
Encinitas, CA 92024

Approved as to Form:

[Signature]
Encinitas City Attorney
Date: 1/24/2020
A. OVERVIEW:
The City of Encinitas is partnering with the Jewish Family Service of San Diego (JFS), a non-profit organization under Section 501(c)(3) of the U.S. Internal Revenue Code, to provide the Safe Parking Program. This program will provide not only a safe place for homeless individuals to sleep, it will also provide access to critical assistance necessary for these individuals to secure stable housing. The Safe Parking Program seeks to increase the percentage of individuals and families that become housed through more comprehensive services and support.

The Safe Parking Program shall operate daily from 6:00 p.m. through 7:00 a.m. Security will be present during the operating hours of the program. Case management staff is required to be on-site between the hours of 5:30 p.m. to 9:30 p.m. and be available outside of these hours, as needed.

B. REQUIREMENTS AND TASKS:
JFS shall provide services that include, but are not limited to, the following:
1. Assessment, Intake, and Referrals
2. Case Management and Housing Navigation Services
3. Programming of Daily Operations
4. Program Oversight and Fiscal Compliance
5. Program Metrics

Each of the above-mentioned requirements are detailed in Section C (JFS responsibilities).

C. JFS RESPONSIBILITIES
1. Assessment, Intake, and Referrals.
JFS will prioritize referrals from Encinitas based organizations to include (but not limited to) the Community Resource Center, Mira Costa College, Encinitas Union School District, San Dieguito Union High School District, Magdalena Ecke YMCA, local Head Start programs, local hospitals, non-profit health care entities and faith communities. JFS case managers will meet with potential clients individually offsite and screen for eligibility in advance of any entry to the lot, informing those interested that they must have a working vehicle, follow Program Guidelines, and will be required to meet regularly with a case manager to create a plan to achieve more permanent housing. All adults are screened through the Megan’s Law database, the National Sex Offender Registry and for any outstanding warrants. Registered sex offenders and those with outstanding warrants are not eligible. Once deemed eligible, participants complete the official intake paperwork, provide a copy of the vehicle owners Driver’s License, vehicle registration, insurance, and sign the Safe Parking Program Guidelines. Participants will go through this assessment before being allowed entry to the lot.

Utilizing the Homeless Management Information System (HMIS) JFS will participate in the Coordinated Entry System (CES) as established by Regional Task Force on the Homeless (RTFH) and focus on:
   a) CES standardized vulnerability assessment tool in screening, referral and admissions processes for Program residents, when appropriate; and
   b) Participation in Housing Navigation, Case Conferencing or other integral components of CES.
   c) The intent of the program will be to focus on serving clients from North San Diego county, with an emphasis on drawing participants from within the City of Encinitas, with the understanding that the client’s city of origin will not be the only factor used to determine program eligibility.
Program staff will provide supportive services to individuals who are participants of the program. Safe Parking staff will work as a team and will provide individualized client support by helping each participant develop a plan to address their individual needs, increase their income, as well as to navigate and obtain permanent housing. The Program staff are responsible for preparing housing applications and any documentation required by the Housing Commission, Housing providers, or private landlords on behalf of their program-enrolled participants as well as coordinating participant move-ins.

All Program staff will use evidence-based practice models such as Trauma Informed Care, Motivational Interviewing, Harm Reduction and focus on the following:

1. Assist participants to develop and achieve personal goals as related to the primary focus relating to housing and income stability.
2. Maintain participant service records according to agency/program policy and in compliance with grant and other reporting mandates.
3. Record all interactions with participants that are related to their service plan goals, and major life events/changes.
4. Maintain and input data into the Homeless Management Information System (HMIS).
5. Work in conjunction with other service providers to provide additional services such as food assistance, employment support, connection to community services, benefits enrollment, children’s supports, laundry and shower facilities through multiple service agencies off-site as needed.
6. Supporting participants navigating challenges and setbacks in their housing goals.
7. Participating in weekly case conferring to ensure coordination of care.
8. Assist in building a sense of “community” in the program by reducing participants tendency to isolate and encourage networking among participants/use of inherent strengths and supports.
9. Provide opportunity for off-site group interactions through educational workshops and community dinners.
10. Be available to handle emergency situations if they arise.
11. Provide support in addressing challenges, such as vehicle concerns and other issues impacting program participation.

JFS will provide staffing, supplies and administrative support necessary for day-to-day operations. This includes but is not limited to:

1. Maintaining a maximum number of twenty-five (25) vehicles served in the Program each night.
2. Adequate staffing with appropriate on-going training for service delivery, data collection and effective program outcomes.
3. Designated point-of-contact who is consistently available to address issues that may arise and coordinate security issues with the Sheriff’s department.
4. Designated point-of-contact for participants, volunteers, and others who engage with the Safe Parking Program.
5. Implementing appropriate policies and procedures for operations and various means for participants to provide feedback.
6. Data entry, analysis and reporting in the RTFH-approved HMIS of all activities.
7. Site control, including janitorial services, waste removal and disposal.
8. Securing entry/exit for participants.
9. Providing a fire escape and other emergency plans.
10. Ensuring routine replacement of operating supplies such as toilet paper, hygiene products, and hand soap.

4. Program Coordination.
JFS will provide oversight for the program which includes: supervising program staff, interns and volunteers, and gathering data on program demographics and outcomes.

5. Program Oversight and Fiscal Compliance.
JFS shall provide programmatic and fiscal oversight, including, but not limited to the following:

1. The Safe Parking Program will utilize Trauma-Informed Care, Motivational Interviewing, and Harm Reduction models of care. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

2. JFS shall adhere to all Continuum of Care and Regional Task Force on the Homeless (RTFH) performance standards and requirements including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System. Additionally, the Safe Parking Program will participate in the Coordinated Entry System (CES). This service delivery model helps the Program to:
   a) Move participants into the most appropriate housing of their choice.
   b) Meet participant needs as quickly as possible.

3. The following criteria may not be used to determine program eligibility and continued stay:
   a) Requirements to take medication if the resident has a mental illness;
   b) Participation in religious services or activities;
   c) Participation in drug treatment services (including NA/AA); and
   d) Payment or ability to pay; and
   e) The city in which the individual or household was last stably housed, although there is an intended focus to help individuals or households last stably housed within the City of Encinitas.

6. Program Metrics.
JFS will track the following program measures and report outcomes to the City, on a monthly basis:
1. Zip code of enrolled participants (the number/% of Encinitas residents, the number/% of North County residents, #/%% other)
2. Demographics of enrolled participants (including first time homeless, college students, veterans, families with children, and older adults as prioritized demographics)
3. #/%% of exits that are involuntary (track reasons why participants were exited and average number of days in the program)
4. #/%% of exits that are voluntary (track reasons why participants exited the program and average number of days in the program) with a goal of at least 30% of enrolled participants will exit to more stable housing (e.g., apartment/home, reunification with family, permanent supportive housing, veteran housing, roommate)

The City, with the assistance of the San Diego County Sheriff's Department, will track for the geographic area bound by Leucadia Blvd. to the North, I-5 to the West, Encinitas Blvd. to the South, and an edge about 1 mile from Leichtag Commons to the East (around Via Cantebria), on a monthly basis:
1. Calls for service (total number and number that generate a criminal case)
2. Part 1 Crimes (type and number)
EXHIBIT B – Jewish Family Service Program Operations, Guidelines and Scope of Work

A. OVERVIEW:
The City of Encinitas is partnering with the Jewish Family Service of San Diego (JFS), a non-profit organization under Section 501(c)(3) of the U.S. Internal Revenue Code, to provide the Safe Parking Program. This program will provide not only a safe place for homeless individuals to sleep, it will also provide access to critical assistance necessary for these individuals to secure stable housing. The Safe Parking Program seeks to increase the percentage of individuals and families that become housed through more comprehensive services and support.

The Safe Parking Program shall operate daily from 6:00 p.m. through 7:00 a.m. Security will be present during the operating hours of the program. Case management staff is required to be on-site between the hours of 5:30 p.m. to 9:30 p.m. and be available outside of these hours, as needed.

B. REQUIREMENTS AND TASKS:
JFS shall provide services that include, but are not limited to, the following:

1. Assessment, Intake, and Referrals
2. Case Management and Housing Navigation Services
3. Programming of Daily Operations
4. Program Oversight and Fiscal Compliance
5. Program Metrics

Each of the above-mentioned requirements are detailed in Section C (JFS responsibilities).

C. JFS RESPONSIBILITIES
1. Assessment, Intake, and Referrals.
JFS will prioritize referrals from Encinitas based organizations to include (but not limited to) the Community Resource Center, Mira Costa College, Encinitas Union School District, San Dieguito Union High School District, Magdalena Ecke YMCA, local Head Start programs, local hospitals, non-profit health care entities and faith communities. JFS case managers will meet with potential clients individually offsite and screen for eligibility in advance of any entry to the lot, informing those interested that they must have a working vehicle, follow Program Guidelines, and will be required to meet regularly with a case manager to create a plan to achieve more permanent housing. All adults are screened through the Megan’s Law database, the National Sex Offender Registry and for any outstanding warrants. Registered sex offenders and those with outstanding warrants are not eligible. Once deemed eligible, participants complete the official intake paperwork, provide a copy of the vehicle owners Driver’s License, vehicle registration, insurance, and sign the Safe Parking Program Guidelines. Participants will go through this assessment before being allowed entry to the lot.

Utilizing the Homeless Management Information System (HMIS) JFS will participate in the Coordinated Entry System (CES) as established by Regional Task Force on the Homeless (RTFH) and focus on:

a) CES standardized vulnerability assessment tool in screening, referral and admissions processes for Program residents, when appropriate; and
b) Participation in Housing Navigation, Case Conferencing or other integral components of CES.

The intent of the program will be to focus on serving clients from North San Diego county, with an emphasis on drawing participants from within the City of Encinitas, with the understanding that the client’s city of origin will not be the only factor used to determine program eligibility.
d) All program participants must agree and abide by the Program Guidelines attached as Exhibit C of the Use Agreement.

Program staff will provide supportive services to individuals who are participants of the program. Safe Parking staff will work as a team and will provide individualized client support by helping each participant develop a plan to address their individual needs, increase their income, as well as to navigate and obtain permanent housing. The Program staff are responsible for preparing housing applications and any documentation required by the Housing Commission, Housing providers, or private landlords on behalf of their program-enrolled participants as well as coordinating participant move-ins.

All Program staff will use evidence-based practice models such as Trauma Informed Care, Motivational Interviewing, Harm Reduction and focus on the following:

1. Assist participants to develop and achieve personal goals as related to the primary focus relating to housing and income stability.
2. Maintain participant service records according to agency/program policy and in compliance with grant and other reporting mandates.
3. Record all interactions with participants that are related to their service plan goals, and major life events/changes.
4. Maintain and input data into the Homeless Management Information System (HMIS).
5. Work in conjunction with other service providers to provide additional services such as food assistance, employment support, connection to community services, benefits enrollment, children’s supports, laundry and shower facilities through multiple service agencies off-site as needed.
6. Supporting participants navigating challenges and setbacks in their housing goals.
7. Participating in weekly case conferring to ensure coordination of care.
8. Assist in building a sense of “community” in the program by reducing participants tendency to isolate and encourage networking among participants/use of inherent strengths and supports.
9. Provide opportunity for off-site group interactions through educational workshops and community dinners.
10. Be available to handle emergency situations if they arise.
11. Provide support in addressing challenges, such as vehicle concerns and other issues impacting program participation.

JFS will provide staffing, supplies and administrative support necessary for day-to-day operations. This includes but is not limited to:

1. Maintaining a maximum number of twenty-five (25) vehicles served in the Program each night.
2. Adequate staffing with appropriate on-going training for service delivery, data collection and effective program outcomes.
3. Designated point-of-contact who is consistently available to address issues that may arise and coordinate security issues with the Sheriff’s department.
4. Designated point-of-contact for participants, volunteers, and others who engage with the Safe Parking Program.
5. Implementing appropriate policies and procedures for operations and various means for participants to provide feedback.
6. Data entry, analysis and reporting in the RTFH-approved HMIS of all activities.
7. Site control, including janitorial services, waste removal and disposal.
8. Securing entry/exit for participants.
9. Providing a fire escape and other emergency plans.
10. Ensuring routine replacement of operating supplies such as toilet paper, hygiene products, and hand soap.

4. Program Coordination.
JFS will provide oversight for the program which includes: supervising program staff, interns and volunteers, and gathering data on program demographics and outcomes.

5. Program Oversight and Fiscal Compliance.
JFS shall provide programmatic and fiscal oversight, including, but not limited to the following:

1. The Safe Parking Program will utilize Trauma-Informed Care, Motivational Interviewing, and Harm Reduction models of care. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

2. JFS shall adhere to all Continuum of Care and Regional Task Force on the Homeless (RTFH) performance standards and requirements including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System. Additionally, the Safe Parking Program will participate in the Coordinated Entry System (CES). This service delivery model helps the Program to:
   a) Move participants into the most appropriate housing of their choice.
   b) Meet participant needs as quickly as possible.

3. The following criteria may not be used to determine program eligibility and continued stay:
   a) Requirements to take medication if the resident has a mental illness;
   b) Participation in religious services or activities;
   c) Participation in drug treatment services (including NA/AA); and
   d) Payment or ability to pay; and
   e) The city in which the individual or household was last stably housed, although there is an intended focus to help individuals or households last stably housed within the City of Encinitas.

6. Program Metrics.
JFS will track the following program measures and report outcomes to the City, on a monthly basis:
1. Zip code of enrolled participants (the number/% of Encinitas residents, the number/% of North County residents, % other)
2. Demographics of enrolled participants (including first time homeless, college students, veterans, families with children, and older adults as prioritized demographics)
3. % of exits that are involuntary (track reasons why participants were exited and average number of days in the program)
4. % of exits that are voluntary (track reasons why participants exited the program and average number of days in the program) with a goal of at least 30% of enrolled participants will exit to more stable housing (e.g., apartment/home, reunification with family, permanent supportive housing, veteran housing, roommate)

The City, with the assistance of the San Diego County Sheriff's Department, will track for the geographic area bound by Leucadia Blvd. to the North, I-5 to the West, Encinitas Blvd. to the South, and an edge about 1 mile from Leichtag Commons to the East (around Via Cantebria), on a monthly basis:
1. Calls for service (total number and number that generate a criminal case)
2. Part 1 Crimes (type and number)
Program Hours:
1. You must arrive and sign-in between the hours of 6:00pm and 9:30pm.
2. You may not line up before 6:00pm outside the Leichtag Commons.
3. You may leave at any time, but entry is not permitted between 9:30pm and 7:00am.
4. Quiet hours are between 9:00pm-7:00am.
5. All cars must exit the lot by 7:00am daily.
6. Security will always be onsite during program hours (6pm-7am).

Reducing Environmental Impact:
7. No pets are allowed.
8. No smoking is allowed.
9. Participants may not wash the exterior of their car.
10. Mechanical work may not be performed on vehicles while on the property.

Respect and Privacy:
11. Program participants may not walk or wander outside the designated parking lot.
12. Taking photos or recording other participants, JFS staff, the Leichtag Commons, greenhouses or farms is not allowed.

Parking:
13. Only one vehicle will be allowed per household. For multiple people in the household, each person must have a seat belted space.
14. You must use one parking space and must park within the space lines.
15. Any abandoned cars will be removed.
16. No RVs, motorcycles, or camper style vehicles allowed. Only automobiles, vans or pick-ups 20’ or under.

Keep a Clean Environment:
17. No personal property can remain on the lot during daytime hours. Take all your belongings with you.
18. Throw away your trash and recyclables in the Safe Parking Program designated trash cans and bins.
19. Cooking/grilling is not permitted on the Safe Parking Program lot or at Leichtag Commons. No open flames are allowed at any time in the lot or at Leichtag Commons.
20. Do not leave your car engine running while on the Safe Parking Program lot.

Safety & Security:
21. No drug or alcohol use is permitted in the Safe Parking Program. Illegal drug use will result in immediate disqualification from the program and a call by on-site security to Sheriff.
22. No violence. Violent behavior or threats will result in immediate disqualification from the program and call by on-site security to Sheriff.
23. No visitors are allowed at any time. Notify security immediately of any trespassers or suspicious activity in the area.

24. There are multiple security closed circuit cameras throughout Leichtag Commons and the Safe Parking Lot. Both onsite security as well as law enforcement can access these cameras. By signing this agreement, you agree to consent to security camera monitoring. Camera footage access will be limited to security personnel, Sheriff and Leichtag/JFS staff.

Help us create a positive experience for all people and families:

25. Children must always be under their parent/caregiver supervision. Participants may not supervise another participant’s child.

26. All children must be in their car by 9:00pm.

27. Please do not approach another person or vehicle unless you’re invited to do so.

Case Management & Housing Navigation Services:

28. You must complete an assessment with your case manager to qualify for and remain in good standing with the Safe Parking Program.

29. You will meet with your case manager regularly to support your progress in housing and income goals.

30. Call the Safe Parking Program immediately at: 858-637-3373 in advance if you plan to will stay somewhere else for the night.

31. Any absence longer than three days without communication with your case manager may result in removal from the program.

Waiver Disclaimer:

32. JFS, Leichtag Foundation and the City of Encinitas are not liable for damages or injuries of any kind to participants, participants’ vehicles or other property arising out of participation in this program.

33. JFS reserves the right to refuse service to anyone, at any time.

Accommodation Request:

34. In compliance with the Americans with Disabilities Act/Section 504 Rehabilitation Act of 1973 and Title VI, this entity is an equal opportunity entity and does not discriminate on the basis of race, color, ethnic origin, sex religion, veteran status or physical or mental disability in employment or the provision of service. If you require special assistance, please let your case manager know your specific needs.

Adult Signature(s):

Date:_______________________

The above adult(s) sign these guidelines on behalf of any/all of the minors listed below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

North County Safe Parking Program Guidelines Rev.1.17.2020
### JFS North County Safe Parking Program Report

**February 3, 2020 - February 29, 2020**

<table>
<thead>
<tr>
<th>Metric</th>
<th>February 3, 2020 - February 29, 2020</th>
<th>March 1, 2020 - March 31, 2020</th>
<th>April 1, 2020 - April 30, 2020</th>
<th>TOTAL February - April 2020</th>
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</thead>
<tbody>
<tr>
<td>Unduplicated Individuals Served (Adults)</td>
<td>18</td>
<td>15</td>
<td>3</td>
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<td>15</td>
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<td>Total Households Served</td>
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<tr>
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<td>Resource Utilization (% Average nightly occupancy rate - based on 25 vehicles)</td>
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<td><strong>Age</strong></td>
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<tr>
<td># of participants age 55 and older</td>
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<td><strong>Other Demographics</strong></td>
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<tr>
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### JFS North County Safe Parking Program Report

<table>
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<th>February 3, 2020 - February 29, 2020</th>
<th>Program Total</th>
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<tr>
<td><strong>Unduplicated Individuals Served (Adults)</strong></td>
<td>18</td>
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<td><strong>Unduplicated Individuals Served (Children)</strong></td>
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<td><strong>Total Individuals Served</strong></td>
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<td><strong>Total Households Served</strong></td>
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<tr>
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<td>8</td>
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<tr>
<td># of Other Residents</td>
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<tr>
<td><strong>Total Exits (households)</strong></td>
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<td>0</td>
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<tr>
<td><strong>Total Exits (individuals)</strong></td>
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<tr>
<td>#/% Positive Exits (households)</td>
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<td><strong>Negative Exits: #/% of Total (households)</strong></td>
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<td><strong>Unknown Exits: #/% of Total (households)</strong></td>
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<tr>
<td><strong>Average Number of Days to Positive Exit (Per household)</strong></td>
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<td><strong>Resource Utilization (% Average nightly occupancy rate - based on 25 vehicles)</strong></td>
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<td><strong>Current Total Individuals Enrolled</strong></td>
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### JFS North County Safe Parking Demographic Report

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<tbody>
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<td><strong>Age</strong></td>
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<tr>
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## JFS North County Safe Parking Program Report

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<th>February 5 - March 31 TOTAL</th>
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<tr>
<td>Unduplicated Individuals Served (Adults)</td>
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<tr>
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<tr>
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<td>20</td>
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<tr>
<td># of Other Residents</td>
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<tr>
<td>Total Exits (households)</td>
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<td>8</td>
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<tr>
<td>Total Exits (individuals)</td>
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<td>%/# Positive Exits (households)</td>
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<tr>
<td>%/# Positive Exits (individuals)</td>
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<td>70%</td>
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<tr>
<td>%/# Permanent Housing Exits (households)</td>
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<td>13%</td>
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<tr>
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<tr>
<td>%/# Family Reunification Exits (households)</td>
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<td>%/# Family Reunification Exits (individuals)</td>
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<tr>
<td><strong>Negative Exits: %/# of Total (households)</strong></td>
<td>37%</td>
<td>37%</td>
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<tr>
<td><strong>Unknown Exits: %/# of Total (households)</strong></td>
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<td>0%</td>
</tr>
<tr>
<td>Average Number of Days to Positive Exit (Per household)</td>
<td>34</td>
<td>34</td>
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<tr>
<td>Resource Utilization (% Average nightly occupancy rate - based on 25 vehicles)</td>
<td>48%</td>
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<td>Current Total Household Enrolled</td>
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<td>Current Total Individuals Enrolled</td>
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## JFS North County Safe Parking Demographic Report

<table>
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<th>March 1, 2020 - March 31, 2020</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Age</strong></td>
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<td></td>
</tr>
<tr>
<td># of participants under age 18</td>
<td>0</td>
<td>3</td>
</tr>
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</tr>
<tr>
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<td>7</td>
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<td><strong>Other Demographics</strong></td>
<td></td>
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<tr>
<td>College Students</td>
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<td>0</td>
</tr>
<tr>
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</tr>
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<td>Homeless less than one year</td>
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<tbody>
<tr>
<td>Unduplicated Individuals Served (Adults)</td>
<td>3</td>
<td>36</td>
</tr>
<tr>
<td>Unduplicated Individuals Served (Children)</td>
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<td>3</td>
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<tr>
<td>Total Individuals Served</td>
<td>3</td>
<td>39</td>
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<tr>
<td>Total Households Served</td>
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<td>36</td>
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<tr>
<td>Zip Codes</td>
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<td></td>
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<tr>
<td># of Encinitas Residents</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td># of North County Residents</td>
<td>2</td>
<td>22</td>
</tr>
<tr>
<td># of Other Residents</td>
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<td>16</td>
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<tr>
<td>Total Exits (individuals)</td>
<td>9</td>
<td>19</td>
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<tr>
<td>%/# Positive Exits (households) ¹</td>
<td>75%</td>
<td>6 69% 11</td>
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<td>%/# Positive Exits (individuals)</td>
<td>67%</td>
<td>6 68% 13</td>
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<tr>
<td>%/# Permanent Housing Exits (households)</td>
<td>38%</td>
<td>3 25% 4</td>
</tr>
<tr>
<td>%/# Permanent Housing Exits (Individuals)</td>
<td>33%</td>
<td>3 22% 4</td>
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<tr>
<td>%/# Family Reunification Exits (households)</td>
<td>38%</td>
<td>3 44% 7</td>
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<tr>
<td>%/# Family Reunification Exits (Individuals)</td>
<td>33%</td>
<td>3 47% 9</td>
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<tr>
<td>Negative Exits: %/# of Total (households)²</td>
<td>13%</td>
<td>1 25% 4</td>
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<tr>
<td>Unknown Exits: %/# of Total (households)</td>
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<tr>
<td>Average Number of Days to Positive Exit (Per household)</td>
<td>28</td>
<td>31</td>
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<tr>
<td>Resource Utilization (% Average nightly occupancy rate - based on 25 vehicles)</td>
<td>52%</td>
<td>13 N/A N/A</td>
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<td>Current Total Household Enrolled</td>
<td>23</td>
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<tr>
<td>Current Total Individuals Enrolled</td>
<td>24</td>
<td>24</td>
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</tbody>
</table>

**Note:** ¹Positive exits are exits to housing. ²Negative exits listed above include 2 households with vehicles that no longer were operable and 2 households that left the program by choice.

### JFS North County Safe Parking Demographic Report

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<tr>
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<tr>
<td>Other Demographics</td>
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<tr>
<td>College Students</td>
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<tr>
<td>Veterans</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Homeless less than one year</td>
<td>2</td>
<td>24</td>
</tr>
</tbody>
</table>
North County Safe Parking 1st Quarter Summary for City Council:

The first quarter (2/5/20-4/30/20), North County Safe Parking data report is attached.

To further illustrate the work we do, we would like to share the following client stories (with names changed for privacy):

1. **JAMES:** In late February, Safe Parking Program (SPP) Staff enrolled a new client who was supposed to wear a CPAP machine while he sleeps. He did not have access to electricity while living in his vehicle and parking on the streets. His oxygen level was at 92%. The Safe Parking Staff informed the client that staff could provide him a spot next to an electrical outlet to accommodate his medical need. The client bought an extension cord and started wearing his CPAP machine every night. One week later, the client went in for his annual checkup. His oxygen level had increased to 97%. He thanked SPP staff for helping him improve his health and said he had “more energy and is feeling better than ever due to the Safe Parking Program.”

2. **BRENT:** Brent came to the program when he lost his VASH (Veteran’s Affairs Support Housing) voucher after he paid for his mother’s funeral services instead of paying his apartment rent. Due to Covid-19, Brent was laid off from the two different jobs he held. As a result of the layoffs he was not able to pay his car insurance premium and JFS helped make that payment. When he was working, half of every paycheck went to child support payments. His goals in the program now include help with a child support adjustment and eviction resolution services to reestablish his VASH voucher and help him return to housing.

3. **ANGEL:** Upon initial assessment a new client had just started a telemarketing job and was looking for a room to rent where she could also have stable internet access. When the Covid-19 pandemic started she was unfortunately laid off. At the same time, the client’s parents (who live in another state) bought her a ticket to travel home and move in with them. She made the decision to move back to her parents’ home. During her stay in Safe Parking she discussed employment rights and reviewed housing options. SPP staff are the only people who knew she was living in her car; she never told her parents.

**Covid-19 has increased the need around employment:**

About 40% of the clients were recently laid off (including 2 veterans). About 20% of current Safe Parking participants continue to work. About 40% are not working and did not have work upon entry to the program. Some of those who did not have work upon entry to the program are disabled and accessing SSI or SSDI as their primary source of income.

Clients who are not working spend their time during the day organizing storage units, running errands to maintain their cars, visiting children who live with ex-spouses, taking walks, resting, and/or grocery shopping during the day.
Finally, since this report coincides with the Covid-19 health crisis, JFS would like to include the following details on how the organization and program continues to comply with all industry standard guidelines from the CDC, State, and local health officials. These items include:

1. Cars have been allowed to park spaced a minimum of one vehicle space apart.

2. Daily check-ins with clients (using distancing protocols) screen for symptoms and utilize resources through 211 to connect clients with a public health nurse or support in connecting with their healthcare provider.

3. Signs have been posted at each parking lot to remind all participants about physical distancing and face covering regulations as well as hand washing and other guidelines for health and hygiene.

4. Additional daily cleanings occur at the site in all high touch areas (such as the bathrooms).

5. To reduce the use and need for communal water sources, water bottles are offered to each client daily.

6. Isolation areas (with a designated portable restroom) are available for anyone who is experiencing symptoms consistent with Covid19. As of 5/11/20 - no clients at the North County Safe Parking Program have had symptoms that required C19 isolation.

7. Starting Friday, 4/3/20, face coverings were implemented for all staff working in the program. Cloth face coverings were provided to all clients and as of 5/1 were required for use when outside of their vehicle.

8. JFS and the Safe Parking Program posted the required “Social Distancing and Sanitation Protocols” in compliance with the County Public Health Order.

9. During the month of April, JFS distributed a small bottle of hand sanitizer to each household enrolled.

10. Any required protocol changes and updates are communicated to all staff daily during a conference call.

11. Finally, as a part of our ongoing commitment to the need in the community, JFS is currently evaluating how to support client internet service at the North County Safe Parking location within the month of May.
**Sheriff's Department Report** for area bound by Leucadia, Blvd. to the North, I-5 to the West, Encinitas Blvd. to the South, and an edge about 1 mile from Leichtag Commons to the East (around Via Cantabria)

### Part 1 Crimes and Vandalism

#### 2018

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