

MEMORANDUM OF UNDERSTANDING
between
The City of Nevada City and Sierra Roots

PURPOSE

This Memorandum of Understanding (MOU) sets the guidelines for use of City facilities (Seaman’s Lodge at Pioneer Park and the downstairs of the Nevada City Veteran’s Memorial Building) for the purposes of a warming shelter and is an agreement between the City of Nevada City, hereafter referred to as “CITY” and Sierra Roots, hereafter referred to as “ORGANIZATION”.

SECTION 1: INTRODUCTION

The ORGANIZATION has been proactive in providing resources for local chronically homeless individuals. Since 2013, the ORGANIZATION has provided, in cooperation with the CITY, a Warming Shelter for homeless individuals during inclement winter weather. The ORGANIZATION has recruited, trained and supervised the volunteers who assist with the warming shelter.

SECTION 2: CONDITIONS

When contacted by the ORGANIZATION the City Manager has authority to open a City facility for a warming shelter under the following conditions:

1. One of the following weather criteria is met:
 - Temperature below 30 degrees
 - Temperature below 34 degrees with 1” rain in a 24 hour period
 - Temperature below 34 degrees with snow on the ground; or
 - 3 or more consecutive days of rain

AND

2. Seaman’s Lodge or the Nevada City Veteran’s Building is available.*

AND

3. ORGANIZATION has demonstrated an ability and is prepared to effectively operate a shelter during extreme adverse weather conditions, including screening and training an appropriate number of volunteers.

*“The Agreement between the County of Nevada and the City of Nevada City states that “the [Nevada City Veteran’s Building] is home to the Veterans of Foreign Wars (VFW), and the VFW’s use shall be first priority if notification is made six months in advance. At any time, if space is needed by the VFW and space is not already rented then VFW may follow the City procedures to use the space. There is no charge to the VFW for use of the space within the building”. This priority shall remain in effect in the case that the City is planning to allow the opening of a Warming Shelter and will look at Seaman’s Lodge for availability.

SECTION 3: PARTIES AGREE TO

- A. The CITY agrees to the following:
 1. ORGANIZATION will contact CITY staff to request a facility when they believe weather criteria will be met. CITY staff will respond to this request in a timely manner. Allow the use of Seaman’s Lodge or the Nevada City Veteran’s Building to the

ORGANIZATION for purposes of a warming shelter with rental fees being waived, when a facility is available and the City Manager has determined that the weather criteria have been met. Priority preference for a Warming Shelter location will be at Seaman's Lodge. In the case that Seaman's Lodge cannot be made available for use as a Warming Shelter, the Nevada City Veteran's Building will be considered.

2. Insure that the facility is clean prior to ORGANIZATION use.
 3. Insure that ORGANIZATION knows how to operate the heat in each facility, turn on stoves/ovens in each facility, how to use appliances and the location of cleaning supplies.
 4. CITY will provide a meeting room to Sierra Roots for 1 training day & 1 debriefing meeting.
- B. The ORGANIZATION agrees to the following:
1. Comply with all terms and provisions of the MOU, including, but not limited to, Insurance Requirements, Facility Guidelines and completion of all Cleaning Checklist items for the facility that is utilized for the warming Shelter.
 2. ORGANIZATION will only allow attendees to be in the facility during hours that the Warming Shelter is open (Generally 4:00pm to 8:00am). Attendees' personal items shall not be left in the facility and will not be accessible during non-operating hours, if the Warming Shelter is open for consecutive evenings.
 3. ORGANIZATION agrees to collect guest information. At a minimum names, the City/Town that they call home and if they have a pet will be collected. ORGANIZATION will also attempt to collect birthdates, location where they slept the night prior and any other information that could be helpful to their mission or for CITY evaluation of the shelter. A copy of these records must be shared with the CITY. These will be considered confidential and will not be shared with the public, but may be used for statistical purposes.
 4. Ensure that all parties using or staffing the shelter will not possess or use drugs or alcohol, will not possess any item that can be used as a weapon and will abide by all laws and ordinances.
 5. Sierra Roots has a minimum of 1 volunteer for every 12 guests, and there is always one male and one female volunteer on site. In addition two volunteers at all times dedicated strictly to security for the entire duration the Warming Shelter is open.
 6. ORGANIZATION will provide a paid security guard outside of the facility from 2 hours prior to opening (Opening is generally 4:00pm.) to 1 hour after closing (Closing is generally 8:00am.) to insure Security and safety to the property and the public. Ideally this paid position could serve as a Community Liaison who has established a direct connection with the officers of the Nevada City Police Department, is on the premises each night the Shelter is open and who is available to respond to neighbor concerns prior to calling dispatch. A Community Liaison could also be part of the neighborhood outreach and could be in touch with immediate neighbors of the Shelter, but the priority for a paid security guard is the security of the facility and the public." Attachment A is a defined list of Post Orders for the person serving in this position.
 7. Paid security personnel and volunteers are responsible for insuring that attendees are following all rules, regulations and applicable ordinances.
 8. ORGANIZATION must complete bag checks for all attendees. If an attendee does not want their bag to be searched, they can choose to check-in their bag for the evening. If

the bag is checked-in for the evening, it will not be searched and the attendee will not have access to their bag until they leave the Warming Shelter the following morning. In addition a sign will be posted at the entrance that "No drugs, alcohol or weapons are allowed inside the facility."

C. Insurance Requirements

ORGANIZATION shall secure and provide proof of compliance with the following insurance requirements to the City prior to opening the warming Shelter.

Licensee/Renter/Tenant shall maintain and require its agents, vendors and exhibitors to maintain the insurance listed below:

General Liability Insurance

1. Commercial General Liability Insurance no less broad than (Insurance Services Office (ISO) form CG 00 01.
2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Licensee/Renter/Tenant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Licensee/Renter/Tenant.
3. City shall be endorsed as an additional insured for liability arising out of the Licensee/Renter/Tenant's ongoing operations (ISO endorsement CG 20 26 or equivalent).
4. The insurance provided to City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by City.
5. Name the County of Nevada as additional insured for use of the Nevada City Veteran's Memorial Building.

D. Facility Guidelines

ORGANIZATION agrees to abide by the following facility guidelines:

1. Pay a \$100 cleaning deposit which will be returned after the winter season if no damage is done to the facilities, the facilities are left in clean and good condition after each use and all keys are returned.
2. Keys to the appropriate facility will be made available to the ORGANIZATION each time the Warming Shelter will be opening. ORGANIZATION must return the keys the following business day after the shelter has closed.
3. ORGANIZATION may only enter the facilities at the times communicated by CITY staff each time the shelter is opening at a CITY facility.
4. The ORGANIZATION must provide their own supplies and equipment. Tables and chairs are provided.
5. Have an adult who is screened, trained and at least 21 years old on site during all ORGANIZATION use of City facilities.
6. Occupancy for the shelter shall not exceed the numbers posted in the facility by the Fire Marshall.
7. Smoking is not allowed inside City facilities or anywhere in Pioneer Park per Ordinance 2010-01.

8. Pets are allowed into the facility if they are; on a leash, in good health, quiet and under voice control and they stay with their owner.
9. Smoke breaks and pet breaks will take place until 10:00p.m. on the evenings that the shelter is open and MUST be supervised the ENTIRE break. While outside the facility, voices should be low and considerate of surrounding homes.
10. After 10:00p.m. no additional guests may enter the warming shelter. The facility shall be secured for the evening.
11. There will be no in and out privileges. If a guest leaves the facility they may not re-enter at any time.
12. Zero tolerance for alcohol, drug use and vandalism. ORGANIZATION to implement and enforce a good neighbor policy.
13. Facility keys shall not be duplicated.
14. No tape of any kind is to be used on the floors or walls.
15. No tacks, nails or staples are to be put in the walls at any time.
16. Noise levels shall not exceed 60 decibels, per City Ordinance 8.20.020
17. The Police Department has authority to close the Warming Shelter if this agreement is not being followed or otherwise determined necessary.
18. The premises shall be cleaned according to the appropriate Cleaning Checklist (Attachment B) after each use. If the facility is left unclean or there is damage, the CITY will send an invoice to the ORGANIZATION for the cleaning fee. (\$30/hour for City staff cleaning time.)
19. Items lost or left behind are not the responsibility of the CITY, County of Nevada or VFW Post 2655
20. There is a \$100 fine for each lost key.
21. ORGANIZATION and all participants must vacate the facility by 8:00a.m. each morning when the Warming Shelter has been opened the previous evening. All personal property and supplies must be removed by this time as well, unless authorized by the City Manager to be open the following evening and permission is given to leave supplies in the building.
22. There is no storage available at either facility. ORGANIZATION must remove all items from the building when the shelter closes.

SECTION 4: GENERAL TERMS AND CONDITIONS

This MOU is effective as of November 1, 2018 and is expires on March 31, 2019.

This MOU may be terminated by either of the parties verbally at any time followed up with a written notice within 72 hours.. This MOU may be subject to further negotiations in the event the CITY or ORGANIZATION modifies its operation.

SECTION 5: INDEMNIFICATION AND HOLD HARMLESS

Except for the CITY's sole negligence or willful misconduct, ORGANIZATION shall defend, indemnify and hold harmless CITY from and against any and all claims which actually or allegedly arise out of or are related to ORGANIZATION's use or occupancy of the Premises, or which actually or allegedly arise out of or are related to the conduct of ORGANIZATION's business or which actually or allegedly arise out of or are related to any activity, work or things done or permitted by ORGANIZATION, or its employees, volunteers, contractors or agents, in

or about the Premises and shall further indemnify and hold harmless CITY from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

CITY shall not be liable to ORGANIZATION for any damage to ORGANIZATION property from any cause, and ORGANIZATION waives all claims against CITY for damage to person or property arising for any reason, except that CITY shall be liable to ORGANIZATION for damage to ORGANIZATION property resulting from the acts or omissions of CITY or its authorized representatives.

SIGNED

Janice O'Brien
President
Sierra Roots

10/11/18
Date

David Spady Parker
David Parker, Mayor
City of Nevada City

10-12-2018
Date

Extreme Weather Shelter Community Liaison/Security Post Orders

1. Participate with Sierra Roots' staff in community outreach efforts with neighbors immediately surrounding the Nevada City shelter sites prior to the first sheltering event to distribute a contact phone number and establish a relationship with the immediate community.
2. On the day of an extreme weather sheltering event;
 - a. Wear a clearly identifiable vest or uniform while on shift and answer calls made to the designated cell phone.
 - b. Maintain a daily Post Log while on shift and transfer the log to the subsequent relieving Community Liaison/Security personnel. This log should document patrols of the facility and document any issues encountered while working. Surrender the Post Log to the Sierra Roots shelter manager in the morning one hour after the close of the shelter.
 - c. Continuously patrol the site location prior to the opening of the shelter pursuant to the Nevada City/Sierra Roots MOU agreement (two hours prior to opening) and communicate the general rules of the shelter to the public and keeping order outside prior to opening of the shelter.
 - d. Prior to opening of the shelter, contact dispatch at 265-7880 and request contact with the Nevada City Police Officer on duty to exchange contact phone numbers for subsequent contact during shift. Attempt to acquire phone numbers for other units (Grass Valley Police Dept. & Sheriff's Dept) as well.
 - e. Assist in the searching of guest personal items (vessels, bags, boxes) brought into the shelter site during intake process with an eye on not allowing weapons, drugs or alcohol into the facility (search of items only, not the actual person) in an effort to maintain safety for all guests and volunteers.
 - f. Following the opening of shelter (4:00-4:30pm) regularly patrol the outside parking lot and building perimeter a minimum of twice per hour and encourage the public to either come inside and shelter or move along.
 - g. Maintain a regular presence inside the shelter and work with shelter staff to maintain order inside the shelter.
 - h. Use de-escalation skills to resolve any minor conflicts between guests and/or shelter staff.
 - i. Immediately investigate and resolve any concerns reported by neighbors.
 - j. Escort any shelter participants off the shelter property that are asked to leave for any reason.
 - k. Report any security/safety issues to the beat officer, including, but not limited to: the name of any shelter participants that leave after 10:00pm or are removed from the shelter for any reason, fights, disturbances, public intoxication due to alcohol or drugs, crimes of nuisance such as vandalism and public urination.
 - l. Call 911 if there is an immediate risk of injury or property damage.



Nevada City Parks & Recreation Seaman's Lodge Cleaning Checklist

This is a community building. Fees are kept low by expecting each person and group who uses the building to be good stewards and clean up after their use. The City only cleans the building once each week. Keep in mind that the way you leave the building is how the next renter is going to find it. If you have any questions about where to find cleaning supplies, please ask in advance of your use.

GENERAL CLEANING CHECKLIST

- ✓ Put all chairs and tables back to their appropriate spaces.
- ✓ Wipe up any spills on tables, chairs and floors.
- ✓ Sweep & mop floors – Water ONLY.
- ✓ Remove all decorations, string, etc. that was used to hang decorations.
- ✓ Empty recycling containers and place in the dumpster outside.*
- ✓ Cardboard should be broken down flat and placed in the dumpster outside.*
- ✓ Empty trash cans, take garbage outside to dumpster.*
- ✓ Turn off all lights and fans.
- ✓ Close and lock ALL windows and doors.
- ✓ Close all outside shutters.

KITCHEN CLEANING CHECKLIST

- ✓ Remove all food from the refrigerator and oven. This includes bags of ice. Wipe up any spills inside the refrigerator and freezer.
- ✓ Wipe off stove burners
- ✓ Wipe off tray under stove burners
- ✓ Wipe out stove – remove any food scraps or spills
- ✓ Clean counter tops and sinks
- ✓ Clean any spills on cabinets or walls
- ✓ Turn off gas to oven (all knobs and switches)
- ✓ Sweep & mop floor
- ✓ Empty garbage.* If items miss the bag and spill into the garbage can, wipe out garbage can.

*** All garbage and recycling must be removed from the facility and placed in the appropriate dumpster. If either dumpster is full the renter must dispose of the garbage and/or recycling on their own. Garbage & recycling may not be left on the ground next to the dumpster.**

Thank you for your cooperation.



Nevada City Parks & Recreation Nevada City Veteran's Memorial Building Cleaning Checklist

This is a community building. Fees are kept low by expecting each person and group who uses the building to be good stewards and clean up after their use. The City only cleans the building once each week. Keep in mind that the way you leave the building is how the next renter is going to find it. If you have any questions about where to find cleaning supplies, please ask in advance of your use.

GENERAL CLEANING CHECKLIST

- ✓ Put all chairs and tables back to their appropriate spaces.
- ✓ Wipe up any spills on tables, chairs and floors.
- ✓ Sweep & mop floors.
- ✓ Remove all decorations, string and painters tape that was used to hang decorations.
ONLY USE PAINTERS TAPE TO HANG DECORATIONS – NO SCOTCH OR DUCT TAPE!
- ✓ Remove all food from the refrigerator and oven. Wipe up any spills.
- ✓ Unplug refrigerator and turn off gas to oven.
- ✓ Empty recycling containers – place in the recycling bin outside.*
- ✓ Cardboard should be broken down flat and placed in the recycling bin outside.*
- ✓ Empty trash cans, take garbage outside to Gray garbage bins.*
- ✓ Turn off heat or A/C.
- ✓ Close and lock ALL windows and doors.
- ✓ Turn off all inside lights. Outside lights can be left on for safety.
- ✓ If you use any rocks to prop open doors, please leave those inside the building, in a location that does not cause a tripping hazard.

KITCHEN CLEANING CHECKLIST

- ✓ Wipe off stove burners
- ✓ Wipe off tray under stove burners
- ✓ Wipe out stove – remove any food scraps or spills
- ✓ Clean counter tops and sinks
- ✓ Clean any spills on cabinets or walls
- ✓ Remove all food from the refrigerator and wipe out. Unplug the refrigerator and leave door open.
- ✓ Sweep & mop floor
- ✓ Empty garbage.* If items miss the bag and spill into the garbage can, wipe out garbage can.

* If garbage or recycling bins are full, renters must remove the bags from the facility. Leaving bags, boxes, etc. next to bins will result in the loss of your cleaning deposit.

Please be sure to clean all areas that were used by your group to insure that you will be refunded your cleaning deposit. Brooms, extra garbage bags, etc. are located in the broom closets. Thank you for your cooperation.