

Prospective Safe Parking Host Site Program Packet

Thank you for your interest in partnering with City of Fremont, as a Safe Parking Host Site.

Below is a list and explanation of documents for the process to apply for a permit and overall program design. These documents are attached and labeled in corresponding, alphabetical order.

1. Permit Application

The Host Site permit application and supplemental documents are the first steps to begin the process of applying to host inhabited vehicles overnight. There are 3 components to the application process described below

- a. Create online account to track permit process within the Community Development Department's Planning Division, and upload pertinent documents: www.Fremont.gov/CitizenAccess ; instructions for the online account registration are attached.
- b. Permit Checklist – Site Plan is the document to ensure your site meets applicable standards outlined in the Safe Parking Host Site Ordinance. This document is first completed by the applicant, then reviewed and completed by multiple City departments. Upload this document to your permit application account, when completed.
- c. Operations Plan – is the document for each prospective host site to provide more detail for their specific site including: dates and times of permitted parking, facilities provided by the Host Site, and program population. Upload this document to your permit application account, when completed. This document will also be attached as an exhibit to a Memorandum of Understanding with the City of Fremont, if your site intends to participate in a rotational model with other partner organizations

2. Memorandum of Understanding (MOU)

The MOU serves as an agreement between the City of Fremont and Host Site, that outlines and clarifies the responsibilities of each party, as it pertains to participation in a rotational Safe Parking model.

- d. Memorandum of Understanding

3. Program Design Elements

There are 4 elements each prospective program participant. To be considered and brought into a Safe Parking program, individuals and families must complete each one.

- e. Criteria and Screening - is an overview of the ways individuals may be referred to a Safe Parking program, the criteria necessary to be considered an appropriate referral to the program, and the screening performed for each appropriate referral.
- f. Program Agreement – is an agreement between program participants and their respective service providers regarding a commitment to a plan to transition from living in their vehicle into stable housing opportunities.

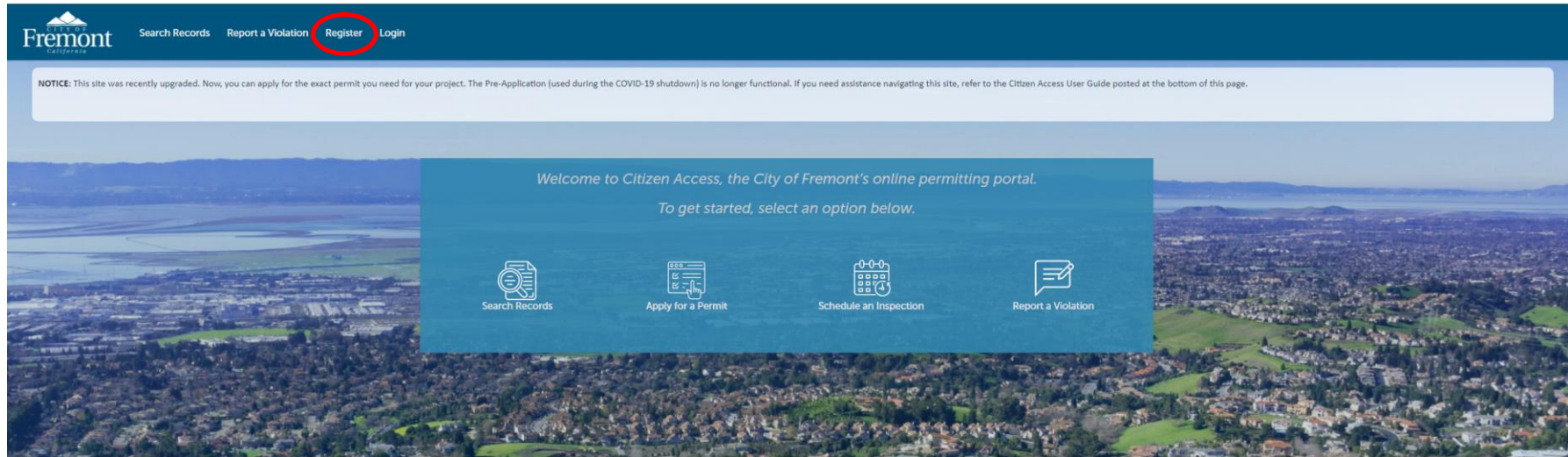
- g. Statement of Rules and Responsibilities – outlines the expectations of behavior, a list of rules, and enforcement steps for rule violations. This document will also be attached as an exhibit to the MOU.
- h. Liability Waiver – is a waiver that participants must sign to release the City of Fremont and Host Site responsibility of damages incurred by participants, or their property, during the dates and times they are participating in the program.

If you have any questions, please email safeparking@fremont.gov or call Judy Christopher, Senior Program Coordinator at 510-574-2040.

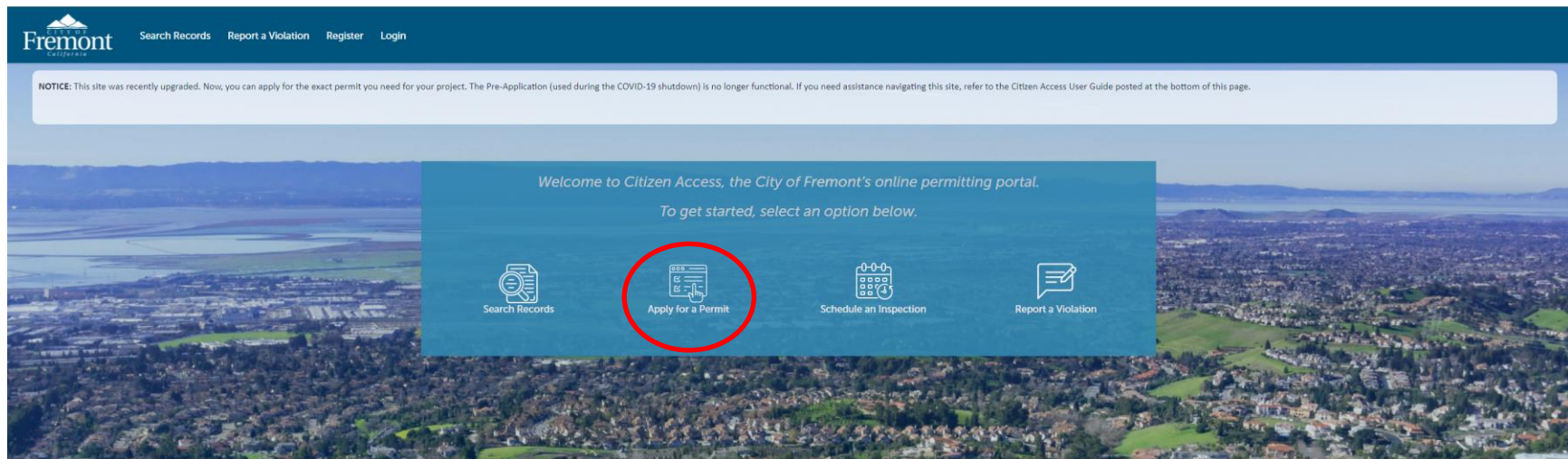
Attachment a - Online Account

Applying for a Safe Parking Host Site Permit – Online Application Instructions

1. Go to www.Fremont.gov/CitizenAccess
2. **Create an account.** Click on “Register” and follow the instructions on the screen to create your account.

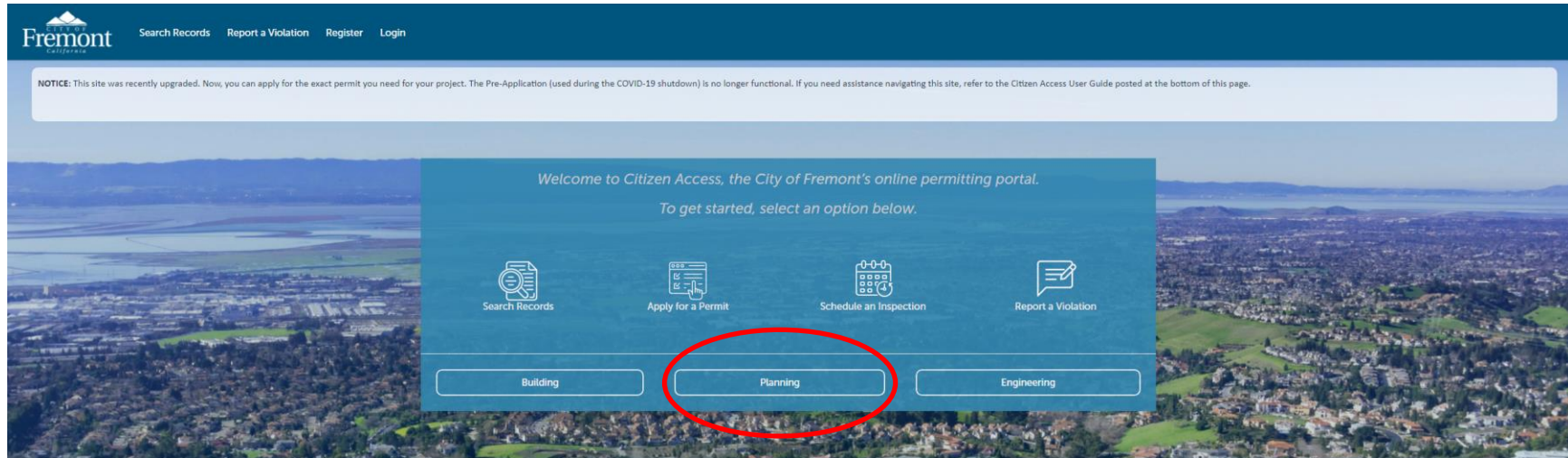


3. **Apply for a Planning permit.** From the home screen, select “Apply for a Permit”.

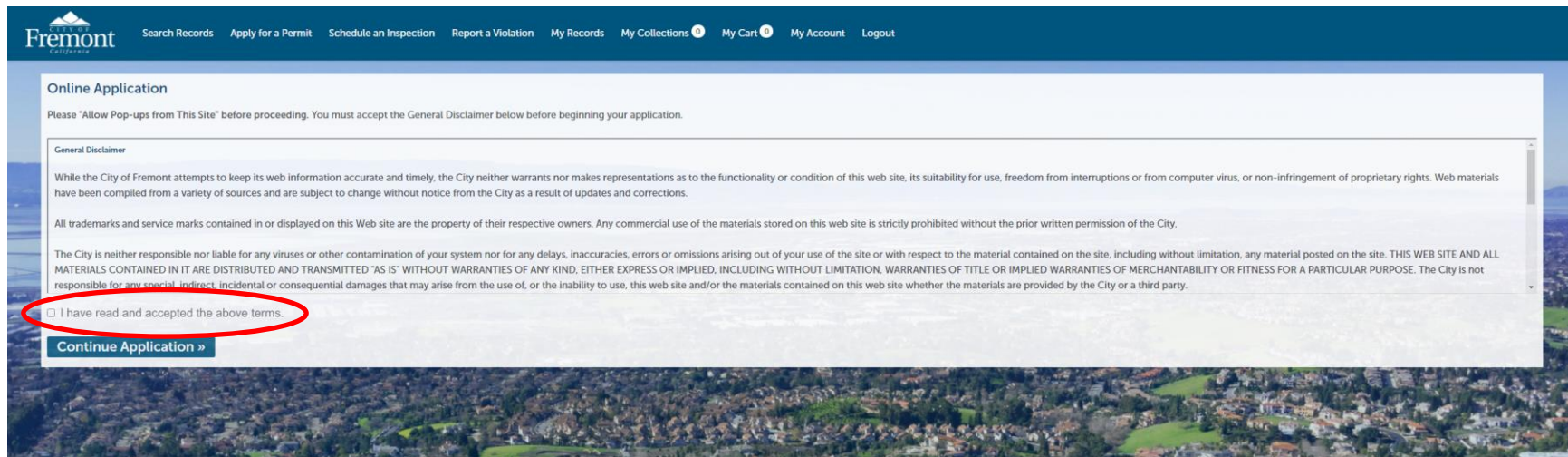


Attachment a - Online Account

Then, select "Planning"

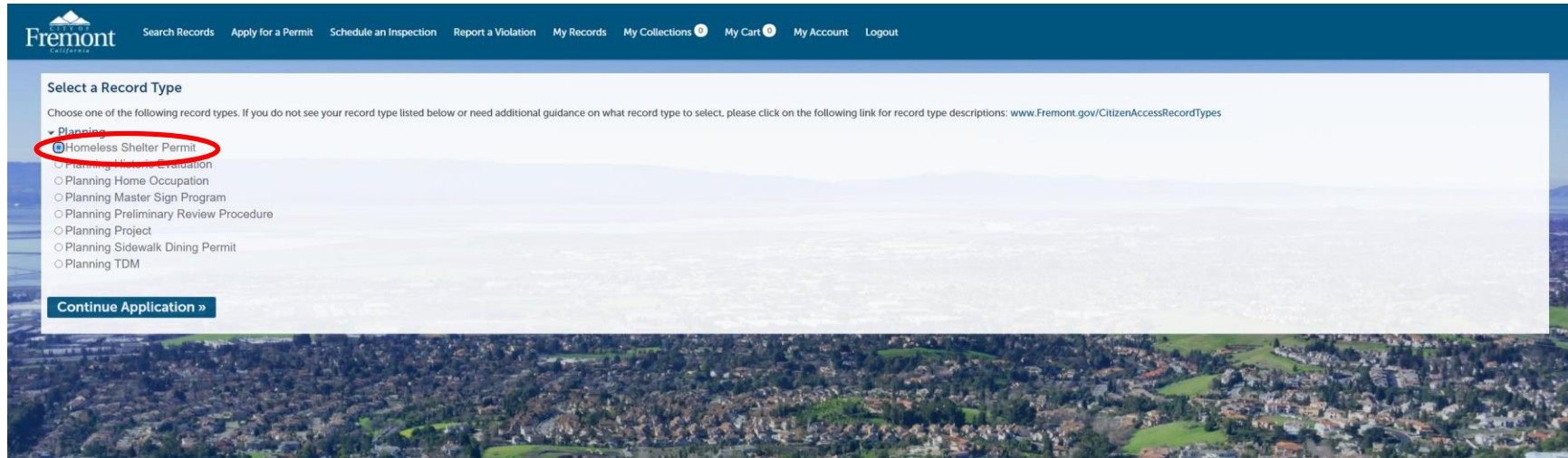


Accept the terms and conditions:



Attachment a - Online Account

4. **Select your record type.** Select the “Homeless Shelter Permit” record type and hit “Continue Application”.



Fremont California

Search Records Apply for a Permit Schedule an Inspection Report a Violation My Records My Collections My Cart My Account Logout

Select a Record Type

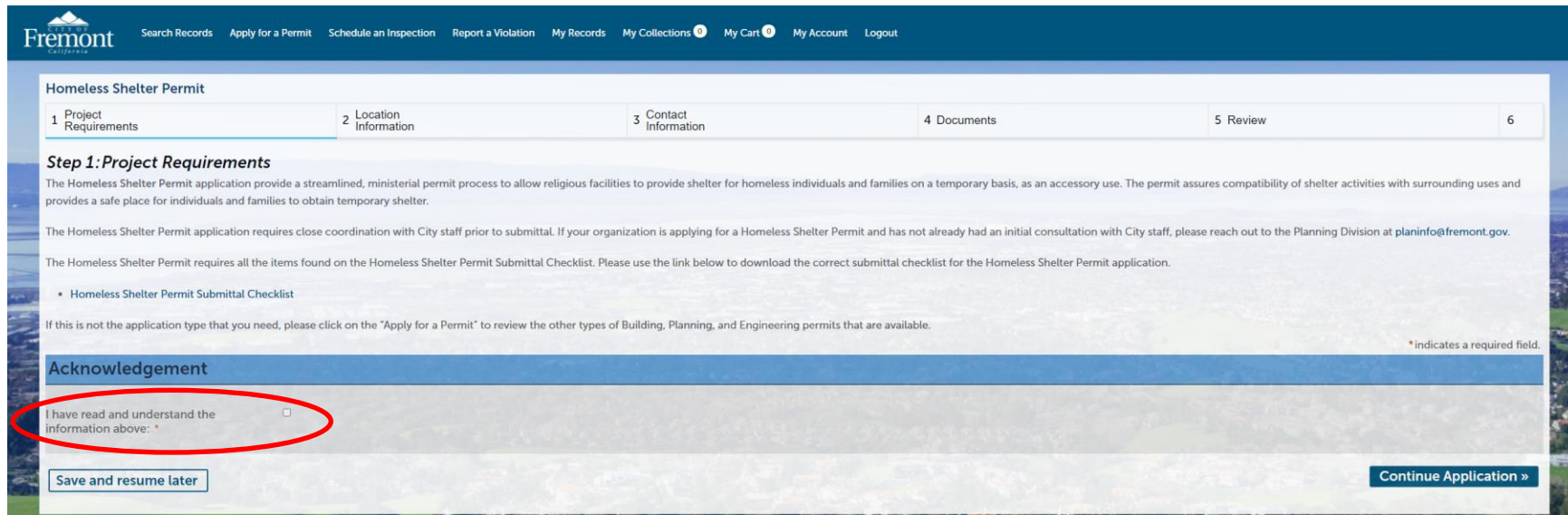
Choose one of the following record types. If you do not see your record type listed below or need additional guidance on what record type to select, please click on the following link for record type descriptions: www.Fremont.gov/CitizenAccessRecordTypes

Planning

- Homeless Shelter Permit
- Planning Master Evaluation
- Planning Home Occupation
- Planning Master Sign Program
- Planning Preliminary Review Procedure
- Planning Project
- Planning Sidewalk Dining Permit
- Planning TDM

[Continue Application »](#)

5. **Project Requirements.** Read the project requirements section. Note that the linked checklist is slightly different than what is required for the Safe Parking Host Site permit. As long as you have completed the information in the Safe Parking Host Site specific packet, your application will be accepted. Once you have read the requirements, check the acknowledgement box and hit “Continue Application”.



Fremont California

Search Records Apply for a Permit Schedule an Inspection Report a Violation My Records My Collections My Cart My Account Logout

Homeless Shelter Permit

1 Project Requirements	2 Location Information	3 Contact Information	4 Documents	5 Review	6
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Step 1: Project Requirements

The Homeless Shelter Permit application provide a streamlined, ministerial permit process to allow religious facilities to provide shelter for homeless individuals and families on a temporary basis, as an accessory use. The permit assures compatibility of shelter activities with surrounding uses and provides a safe place for individuals and families to obtain temporary shelter.

The Homeless Shelter Permit application requires close coordination with City staff prior to submittal. If your organization is applying for a Homeless Shelter Permit and has not already had an initial consultation with City staff, please reach out to the Planning Division at planinfo@fremont.gov.

The Homeless Shelter Permit requires all the items found on the Homeless Shelter Permit Submittal Checklist. Please use the link below to download the correct submittal checklist for the Homeless Shelter Permit application.

- [Homeless Shelter Permit Submittal Checklist](#)

If this is not the application type that you need, please click on the "Apply for a Permit" to review the other types of Building, Planning, and Engineering permits that are available.

* indicates a required field.

Acknowledgement

I have read and understand the information above:

[Save and resume later](#) [Continue Application »](#)

Attachment a - Online Account

6. **Location Information.** The easiest way to enter the location is to enter the street number and a partial street name, as instructed in the directional text. Once you enter this and hit “Search”, the Parcel Number and Owner Information fields on the application will auto-populate.

Homeless Shelter Permit

1 Project Requirements 2 Location Information 3 Contact Information 4 Documents 5 Review 6

Step 2: Location Information * indicates a required field.

Address

Directions: 1) Input the address number (e.g., 12364); 2) Input the street name, but omit the street type (i.e. Avenue, Boulevard, Street, Road, Circle, etc.) For example, for an address on Fremont Boulevard, you would just enter "Fremont"; 3) Select Search. If a list of addresses queries, select your specific address, then click Select. Once you input an address, the Property Selected, City, Parcel Number, and Owner Information fields will auto-populate. These fields will not be editable within the application.

Street No.: Street Name: Unit No.:

Property Selected

City:

Search **Clear**

Parcel

Directions: It is suggested that you auto-populate the Parcel Number by entering the property address above. However, if your property does not have an address, you must enter the parcel number yourself. The system will only accept parcel numbers in a twelve-digit format, such as "525 164701301". It will not accept a hyphenated version of the same APN such as "525-1647-13-1".

*Parcel Number:

Search **Clear**

Owner

Directions: The owner information will auto-populate based on the address or parcel number provided above. It is not editable with the application. If the owner information is incorrect and has recently changed, click NO in the next section entitled Property Owner Verification. You will not be able to submit your application without proof of new ownership and a notice will be placed on your permit until the Property Owner information has been updated by city staff.

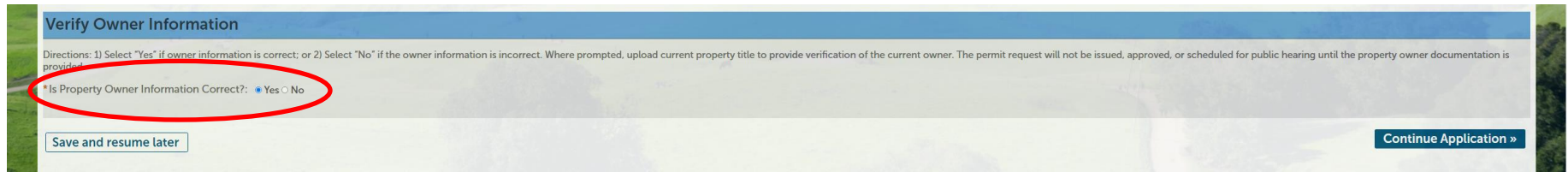
Owner Name: Address Line 1:

City: State: Zip:

Search **Clear**

You will then be asked to confirm that the property owner information that is automatically entered by our system is correct. If it is correct, select “yes”. If it is incorrect, select “no” and you will be asked to provide updated property owner information in the Documents tab of the application by submitting either a property deed or other verification of property ownership.

Attachment a - Online Account



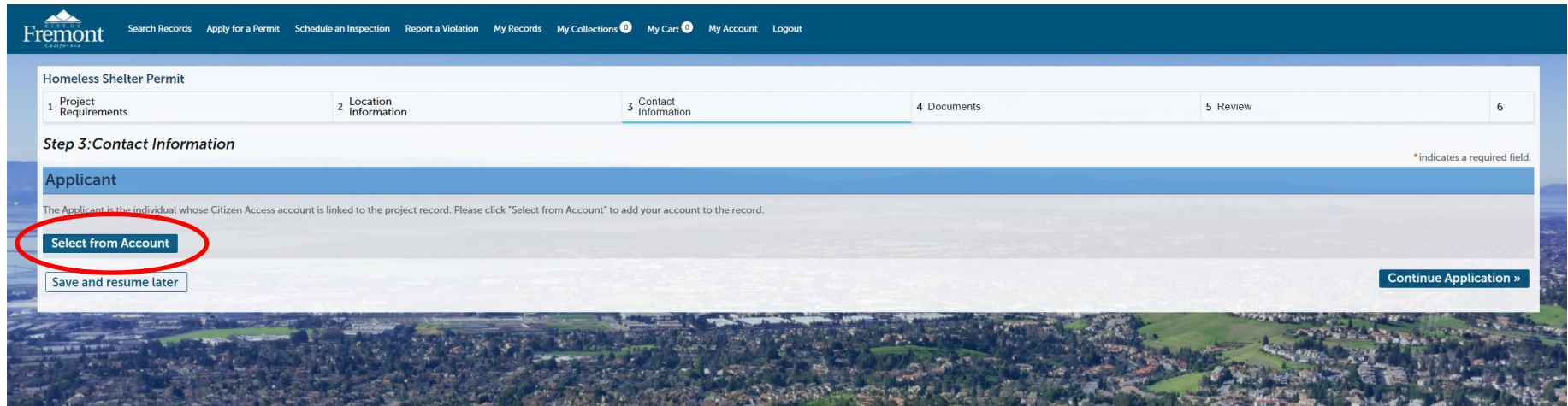
Verify Owner Information

Directions: 1) Select "Yes" if owner information is correct; or 2) Select "No" if the owner information is incorrect. Where prompted, upload current property title to provide verification of the current owner. The permit request will not be issued, approved, or scheduled for public hearing until the property owner documentation is provided.

*Is Property Owner Information Correct?: Yes No

[Save and resume later](#) [Continue Application »](#)

7. **Link your Citizen Access account to the record.** This step is easy – just hit “select from account” and your information will automatically populate. There is nothing else that you need to do on this page. Select “Continue Application”.



Homeless Shelter Permit

1 Project Requirements 2 Location Information 3 Contact Information 4 Documents 5 Review 6

Step 3: Contact Information * indicates a required field.

Applicant

The Applicant is the individual whose Citizen Access account is linked to the project record. Please click "Select from Account" to add your account to the record.

[Select from Account](#)

[Save and resume later](#) [Continue Application »](#)

8. **Upload Documents.** In this section, you will upload all the documents relevant to your permit request. Certain document types need to be uploaded in order for you to submit. The document types correspond to the following permit documents:

- Project Plans – Upload your site plan as this Document Type
- Statement of Operations – Upload your site operations plan as this Document Type
- Fire Safety Checklist – Upload your Safe Parking Host Site Fire & Life Safety Checklist as this Document Type
- Owner Authorization Form – Upload a signed version of the [Owner Authorization Form](#) as this Document Type

You can also provide additional documents beyond these four required documents using the Document Type “Other”. Once all of your documents have been uploaded, select “Continue Application”.

Attachment a - Online Account

The screenshot shows the 'Homeless Shelter Permit' application page. At the top, there is a navigation bar with the City of Fremont logo and links for Search Records, Apply for a Permit, Schedule an Inspection, Report a Violation, My Records, My Collections (0), My Cart (0), My Account, and Logout. Below the navigation bar, a progress bar shows six steps: 1, 2 Location Information, 3 Contact Information, 4 Documents (highlighted), 5 Review, and 6 Record Submitted. The main content area is titled 'Step 4: Documents' and instructs the user to upload documents such as Project Plans, Statement of Operations, Fire Safety Checklist, and Owner Authorization Form. A 'Required Documents' section provides further instructions and a checklist link. Below this is a table with columns for Name, Type, Size, Document Status, Status Date, Upload Date, and Action, which is currently empty. At the bottom left, there is a 'New' button circled in red and a 'Save and resume later' button. At the bottom right, there is a 'Continue Application »' button.

9. **Review.** Review your application to ensure that all the information you have provided is accurate. You also have the option to go back and edit sections of the application if needed.
10. **Certify and Submit.** Check the submittal certification box and then hit “Continue Application”. Note that hitting “Continue Application” will actually cause your application to be submitted.

The screenshot shows the submittal certification section. It contains a text box with the following text: "I certify that I have read and understand the instructions that accompany this application and that the statements made as part of this application are true, complete, and correct and that no material information has been omitted. By checking the box below, I understand and agree that I am electronically signing and filing this application." Below the text box is a checked checkbox with the text "By checking this box, I agree to the above certification." To the right of the checkbox, the date "Date: 08/17/2021" is displayed. At the bottom left, there is a "Save and resume later" button. At the bottom right, there is a "Continue Application »" button circled in red.

Attachment a - Online Account

11. **Confirmation page.** Once you continue, you will reach a confirmation page indicating that your record has been successfully submitted. There is nothing further that you need to do at this time. Staff will contact you regarding the next steps forward with your permit.

Please make note of your permit record number, found on the confirmation page, for future reference.

The screenshot displays a confirmation page with a progress bar at the top containing three steps: '1 Select item to pay', '2 Payment information', and '3 Receipt/Record Submittal'. The third step is highlighted. Below the progress bar, the heading 'Step 3: Receipt/Record Submittal' is followed by a message: 'Complaint Received: There are no fees and no receipt to report a code complaint. The complaint has been received and the case number is provided below for your reference.' Instructions for Express Permits, Engineering Permits, and Planning Permits are listed. A 'Receipt' section contains a green checkmark icon and the text: 'Your transaction has been successfully submitted. Please print the receipt for your records.' At the bottom, a blue bar displays the address '39550 Liberty St' and the permit record number 'HSP2022-00004', which is circled in red.

1 Select item to pay 2 Payment information 3 Receipt/Record Submittal

Step 3: Receipt/Record Submittal

Complaint Received: There are no fees and no receipt to report a code complaint. The complaint has been received and the case number is provided below for your reference.

Express Permits: Your issued permit record and inspection job card are now available to print. To access your documents:

- Click on "My Records" to locate your permit record.
- Open the permit record by clicking on the permit number.
- Once the permit record is open and select the "Documents" tab.
- Click the "action" pull down to download and print your issued permit and inspection job card.

Engineering Permits: **IMPORTANT!** If you submitted a Tract Map application, the required deposit of \$15,000 is due before staff can process and route your application for review. A copy of the invoice has been emailed to the Applicant with instructions on how to submit payment. If you have questions or issues making your payment please contact the Engineering Division at 510-494-4700 or Engineering@themet.gov.

Planning Permit: **IMPORTANT!** You must pay your required deposit before staff can process and route your application for review. If you paid your deposit online, a copy of the receipt has been sent to the Applicant via email. If you did not pay your deposit online, a copy of the invoice has been emailed to the Applicant with instructions on how to submit payment. If you have questions or issues making your payment, please contact the Planning Division at (510) 494-4455 or planinfo@themet.gov.

Receipt

✔ Your transaction has been successfully submitted.
Please print the receipt for your records.

39550 Liberty St
HSP2022-00004

Attachment b - Permit Checklist - Site Plan



City of Fremont Planning Division
39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006
www.Fremont.gov/Planning | planinfo@fremont.gov | 510 494-4455

SAFE PARKING HOST SITE PERMIT - FIRE AND LIFE SAFETY CHECKLIST

Purpose: This Checklist is intended to help applicants prepare a complete submittal for a safe parking host site permit. This checklist must be submitted as a part of the application for a safe parking host site permit.

Application components:

- **Site Plan:** A site plan is a drawing to scale, showing the property boundaries, building footprint(s), travelways, parking, paths, lighting, and basic landscaping elements.
- **Site Operations and Management Plan:** This statement describes the activity and daily functions for the safe parking host site. The site operations and management plan may be provided on a form provided by the City, or the applicant may write up their own site operations and management plan covering the information described below..

The applicant's permit application, including both the site plan and site operations and management plan, must convey how the proposal satisfies the following performance standards:

- (1) **Operation.** Safe parking host sites shall be operated as an ancillary use subordinate to or part of the principal use at an existing facility.
- (2) **Approved Site Management and Operations Plan.** Safe parking host sites shall have a site management and operations plan approved by the Human Services Department Director or designee.
- (3) **Hours of Operation.** On any night that safe parking is offered, a safe parking host site shall operate for a minimum of ten (10) hours. The specific hours of operation for each site, including additional hours up to and including 24-hour operation, shall be established with the approval of the safe parking host site permit.
- (4) **Types of Vehicles Permitted.** Safe parking host sites shall be used only by operable cars, recreational vehicles (RVs), and vans that have received a valid permit from the site operator to park at a specific safe host parking site. For the purposes of this subsection, "operable" shall mean that the vehicle is capable of moving or operating on its own power or that of a companion tow vehicle, is not missing any significant component part, and can be driven on and off site without assistance.
- (5) **Maximum Number of Participants.** No more than 20 inhabited vehicles shall be allowed to park at a safe parking host site at one time.
- (6) **Facilities.** Restroom, potable water, and trash facilities shall be provided, maintained, and accessible to participants on the site during safe parking hours.

Attachment b - Permit Checklist - Site Plan

- (7) Vehicle Clearances. A minimum clearance of eight feet shall be maintained between any car or van used for safe parking and any other passenger vehicle. A minimum clearance of sixteen feet shall be maintained between any RV, truck with cab-over camper or similar sized vehicle used for safe parking and any other vehicle.
- (8) Fire Safety. Fire extinguishers and combination smoke/carbon monoxide detectors shall be provided within each RV. A combination smoke/carbon monoxide detector shall be provided within each passenger car or van. Communal fire extinguisher(s) shall be provided such that there is one fire extinguisher located within 75 feet of each inhabited vehicle.
- (9) Circulation. Parked vehicles shall not obstruct drive aisles or otherwise interfere with established circulation patterns on the site. The site shall maintain adequate emergency vehicle access and access to fire protection systems, as determined by the Fire Marshal or designee.
- (10) Setbacks from Property Lines.
 - (A) Designated safe parking spaces for cars and vans shall be located a minimum of twenty feet from any property line directly abutting a property with a residential general plan land use designation.
 - (B) Designated safe parking spaces for recreational vehicles, truck with cab-over campers, or similar sized vehicles shall be located a minimum of forty feet from any property line directly abutting a property with a residential general plan land use designation.
 - (C) Designated safe parking spaces shall be located a minimum of five feet from any property line abutting any non-residential general plan designation.
- (11) Setbacks from Buildings. All vehicles shall be located at least 10 feet from any other building or structure located on the property.
- (12) Noise. Safe parking host sites shall observe quiet hours between 10:00 p.m. and 7:00 a.m. Use of generators shall be prohibited during quiet hours.
- (13) Posting. The site address and phone number for the representative of the site operator shall be posted in a visible location on the safe parking site.
- (14) Exterior Storage Prohibited. Outdoor storage around parked vehicles shall be prohibited. Tents, tarps, and other temporary outdoor shelters, either affixed to a participant's vehicle or freestanding, shall be prohibited.
- (15) Fire Prohibited. Fires, heaters, barbeque grills, and other outdoor cooking or warming appliances shall be prohibited.

The following checklist is intended to assist applicants with determining which information should be provided on the site plan and which information should be provided within the operations statement. This checklist must be submitted as a part of the application for a safe parking host site permit.

Attachment b - Permit Checklist - Site Plan

Performance Measures <i>Compliance with these measures must be demonstrated on plans and/or operations statement, as specified.</i>	Must be Shown on Site Plan	Must be Discussed in Operations Plan	<u>Completed By Applicant</u> <i>Confirm requirement is addressed before submittal.</i> X = VERIFIED	<u>- Staff Only -</u> <i>Staff verification upon submittal</i> X = VERIFIED	<u>- Staff Only -</u> <i>In-field staff verification</i> X = VERIFIED
1. Safe parking host sites shall be operated as an ancillary use subordinate to or part of the principal use at an existing facility.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. On any night that safe parking is offered, a safe parking host site shall operate for a minimum of ten (10) hours. The specific hours of operation proposed shall be provided in the operations plan.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Safe parking host sites shall be used only by operable cars, RVs, and vans that have received a valid permit from the site operator to park at a specific safe host parking site.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. No more than 20 inhabited vehicles shall be allowed to park at a safe parking host site at one time.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The following facilities shall be provided, maintained, and accessible to participants during the safe parking hours:	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) Restrooms, including handwashing stations	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Potable water	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Trash facilities	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment b - Permit Checklist - Site Plan

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5. (d) Describe how the site will manage greywater and solid waste trash produced in vehicles while guests are on the site.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. (a) A minimum clearance of eight feet shall be maintained between any car or van used for safe parking and any other vehicle.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. (b) A minimum clearance of sixteen feet shall be maintained between any recreational vehicle (RV), truck with cab-over camper or similar sized vehicle used for safe parking and any other vehicle.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. (a) Fire extinguishers and combination smoke/carbon monoxide detectors shall be provided within each RV.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. (b) A combination smoke/carbon monoxide detector shall be provided within each passenger car or van.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. (c) Communal fire extinguisher(s) shall be provided such that there is one fire extinguisher located within 75 feet of each inhabited vehicle.	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment b - Permit Checklist - Site Plan

Performance Measures <i>Compliance with these measures must be demonstrated on plans and/or operations statement, as specified.</i>	Must be Shown on Site Plan	Must be Discussed in Operations Plan	<u>Completed By Applicant</u> <i>Confirm requirement is addressed before submittal.</i> X = VERIFIED	<u>- Staff Only -</u> <i>Staff verification upon submittal</i> X = VERIFIED	<u>- Staff Only -</u> <i>In-field staff verification</i> X = VERIFIED
8. Indicate location of all dedicated emergency vehicle access lanes, fire hydrants, and fire department connection points. Parked vehicles shall not obstruct drive aisles, emergency vehicle access lanes, and fire department connection points. Parking shall not otherwise interfere with established circulation patterns on the site.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. (a) Designated safe parking spaces for cars and vans shall be located a minimum of twenty feet from any property line directly abutting a property with a residential general plan land use designation.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. (b) Designated safe parking spaces for RVs shall be located a minimum of forty feet from any property line directly abutting a property with a residential general plan land use designation.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. (c) Designated safe parking spaces shall be located a minimum of five feet from any property line abutting any non-residential general plan designation.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All vehicles shall be located at least 10 feet from any other building or structure located on the property.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment b - Permit Checklist - Site Plan

Performance Measures <i>Compliance with these measures must be demonstrated on plans and/or operations statement, as specified.</i>	Must be Shown on Site Plan	Must be Discussed in Operations Plan	<u>Completed By Applicant</u> <i>Confirm requirement is addressed before submittal.</i> X = VERIFIED	<u>– Staff Only –</u> Staff verification upon submittal X = VERIFIED	<u>– Staff Only –</u> In-field staff verification X = VERIFIED
11. Safe parking host sites shall observe quiet hours between 10:00 p.m. and 7:00 a.m. Use of generators shall be prohibited during quiet hours.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The site address and a contact for the representative of the site operator shall be posted in a visible location on the safe parking site.	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Outdoor storage around parked vehicles shall be prohibited. Tarps and other temporary shelter equipment erected beyond the participant's vehicle shall be prohibited.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Fires, heaters, barbeque grills, and other outdoor cooking or warming appliances shall be prohibited.		✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The location and type of site lighting fixtures are shown on the site plan. Lighting is verified to provide sufficient brightness, illumination, and evenness for visibility and safety during the nighttime.	✓		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- FOR STAFF USE ONLY - INSPECTION APPROVALS

Staff Department	Inspector Name	Initial	Inspection Date
Building Division			
Planning Division			
Public Works Department			
Fire Department			
Police Department			
Environmental Services Department			
Other: _____			

NOTES/CONDITIONS:

**CITY OF FREMONT
SAFE PARKING HOST SITE - SITE OPERATIONS PLAN TEMPLATE**

(To be submitted as part of a Safe Parking Host Site Permit application)

Name of Host Organization: _____

Address of Proposed Host Site: _____

Name of Host Organization Contact: _____

Contact Email: _____ Contact Phone: _____

A. CURRENT SITE USES

Please indicate whether the site is used for any of the following purposes. If a use occurs on the site, provide the requested details about its operations.

Worship Services

	Mon.	Tues.	Wed.	Thurs.	Friday	Saturday	Sunday
Hours							
Avg # Attendees							

Religious Activities (i.e. Bible Study, Youth Group, Religious Education, etc.)

	Mon.	Tues.	Wed.	Thurs.	Friday	Saturday	Sunday
Hours							
Avg # Attendees							

School

	Mon.	Tues.	Wed.	Thurs.	Friday	Saturday	Sunday
Hours							
Avg # Attendees							

Other

	Mon.	Tues.	Wed.	Thurs.	Friday	Saturday	Sunday
Hours							
Avg # Attendees							

B. SAFE PARKING HOST SITE DETAILS

Proposed Days of Operation: M T W Th F Sat Sun

Proposed Hours of Operation: _____ AM / PM to _____ AM / PM

Proposed Month(s) of Operation (if program is rotational): _____

Proposed Number of Parking Spaces: _____ cars _____ RVs

Will the site allow minors under the age of 18? Yes No

C. SAFE PARKING HOST SITE MANAGEMENT

I, _____, on behalf of the Host Organization, agree to the following:

____ I have read and agree to implement the City of Fremont’s procedures from screening, referral, and prioritization of referral of participants into the Safe Parking Host Site.

____ I have read and agree to implement the City of Fremont’s Program Rules and Program Agreement for participants of the Safe Parking Host Site.

____ I agree to provide an on-site site monitor for a duration of at least one (1) hour during participant entry onto the site, and at least one (1) hour during participant exit from the site; or, I agree to provide an alternative monitoring program as described below:

____ I agree to provide on-site “hospitality” activities to work to improve participants’ quality of life and provide valuable services. Examples of hospitality activities may include an evening meal or snack; music, games, or other activities; a resume workshop; a clothing drive; or other secular fellowship events as determined to be appropriate by the host site. I agree to work towards implementation of hospitality services as described below:

D. SAFE PARKING HOST SITE FACILITIES AND SERVICES

Please indicate which facilities will be provided by the Host Organization, and which the Host Organization is requesting assistance with from the City of Fremont. The final responsibility for the provision of services shall be established pursuant to a Memorandum of Understanding executed between the Host Site and the City of Fremont.

	Provided by Host Site	Requested from City
Dumpsters and trash service	<input type="checkbox"/>	<input type="checkbox"/>
Liability insurance	<input type="checkbox"/>	<input type="checkbox"/>
Restroom facilities	<input type="checkbox"/>	<input type="checkbox"/>
Potable water	<input type="checkbox"/>	<input type="checkbox"/>
Fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>
Joint smoke/CO detectors	<input type="checkbox"/>	<input type="checkbox"/>
Wi-Fi connection or hot spot	<input type="checkbox"/>	<input type="checkbox"/>

E. WASTE MANAGEMENT AND GREYWATER DISPOSAL

I, _____, on behalf of the Host Organization, agree to implement the following Best Practices for Waste Management and Greywater Disposal:

_____ The Host Organization shall maintain the Safe Parking Host Site and any adjacent parking areas, streets, curb, gutter, and sidewalk in a neat, clean and orderly condition at all times.

_____ Prior to the acceptance of any vehicles on the site, the Host Organization shall ensure that there is no litter, debris, motor oil spills, or other health hazards within the proposed footprint of the Safe Parking Host Site.

_____ The Host Organization shall place trash receptacles in a convenient, accessible location to Safe Parking Host Site participants.

_____ The Host Organization shall clean the surface of the Safe Parking Host Site to remove any stains, marks, or discoloration on a regular basis, at least once every seven days.

_____ Any dumping or discharging in storm drain systems is prohibited.

_____ To prevent discharge into the storm drain system, the Host Organization shall sweep up spilled dry materials (i.e. trash or paper) and clean up liquid spills on paved surfaces using dry cleanup methods (i.e. absorbent materials such as cat litter, sand, or rags). The Host Organization shall not hose or wash either liquid or dry materials into the storm drain, or to an area where the materials could flow into the storm drain.

_____ The Host Organization shall strongly encourage program participants to use the provided restroom facilities while parked on the host site, instead of facilities within their vehicle.

F. COMPLIANCE WITH PERFORMANCE STANDARDS

I, _____, on behalf of the Host Organization, have read and agree to implement the following performance standards contained within the Fremont Municipal Code (FMC) Section 18.190.475(d):

___ The safe parking host site will be operated as an ancillary (accessory) use at the Host Site.

___ The safe parking host site will only be used by operable cars, recreational vehicles (RVs), and vans that have received a valid permit from the site operator to park at this specific safe host parking site. "Operable" is defined in FMC 18.190.475(d)(4).

___ Restroom, potable water, and trash facilities will be provided, maintained, and accessible to participants on the site during safe parking hours.

___ As shown on the attached site plan, the safe parking host site will comply with minimum vehicle clearances, setbacks from property lines, and setbacks from buildings as required by FMC 18.190.475(d).

___ Fire extinguishers and combination smoke/carbon monoxide detectors will be provided to each occupant of an RV. A combination smoke/carbon monoxide detector will be provided to each resident of a passenger car or van.

___ As shown on the attached site plan, communal fire extinguisher(s) will be provided such that there is one fire extinguisher located within 75 feet of each inhabited vehicle.

___ Vehicles will be parked so as not to obstruct drive aisles or otherwise interfere with established circulation patterns on the site. I will ensure that the site will maintain adequate emergency vehicle access and access to fire protection systems.

___ The safe parking host site will observe quiet hours between 10:00 p.m. and 7:00 a.m. Use of generators and other unreasonable loud noise (i.e. yelling, music, etc.) will be prohibited during quiet hours.

___ The site address and phone number for the representative of the host site will always be posted in a visible location on the safe parking host site.

___ Outdoor storage around parked vehicles shall be prohibited. Tents, tarps, and other temporary outdoor shelters will be prohibited at the safe parking host site.

___ Fires, heaters, barbeque grills, and other cooking or warming appliances will be prohibited at the safe parking host site.

G. OPTIONAL – ADDITIONAL INFORMATION

If additional information has been requested by Staff to demonstrate your Host Site’s compliance with FMC 18.190.425, please provide that information here:

----- FOR STAFF USE ONLY -----

Denied

Corrections Required

Approved

Approved by: _____ Date: _____

**MEMORANDUM OF UNDERSTANDING (MOU)
AMONG AND BETWEEN
THE CITY OF FREMONT
AND
[Insert Host Site Organization]
FOR
THE CITY OF FREMONT SAFE PARKING HOST SITE PROGRAM**

This SAFE PARKING MOU (the "MOU") is dated MONTH DAY ____, YEAR, and is by and between the CITY OF FREMONT, (the "City") and the [Insert Host Site Organization], ("Host Site").

RECITALS

WHEREAS, the City of Fremont is committed to providing services to unhoused residents. The City of Fremont passed a Shelter Crisis Declaration on September 18, 2018 in order to expand options for creating interim housing and shelter alternatives; and

WHEREAS, approximately half (49%) of Fremont's unsheltered residents are living in their vehicles; and

WHEREAS, by its actions on June 15, 2021, the Fremont City Council adopted the Safe Parking Host Site ordinance to permit sites with an existing permitted Assembly Use such as faith-based, public, quasi-public, and nonprofit sites, to host those living in their vehicles for a minimum of 10 hours overnight and a maximum of 24 hours; and

WHEREAS, the Host Site would like to provide safe parking on their site, as ancillary use to their organization, by making it parking lot available for individuals and families to park their cars overnight; and

WHEREAS, the City and Host Site desire to enter into this MOU to clarify their roles and responsibilities in administering the safe parking program.

NOW, THEREFORE, the parties agree as follows:

A. DIVISION OF RESPONSIBILITIES

- I. The Host Site shall obtain a Safe Parking Host Site permit, through the Community Development Department, to host people living in their vehicles. The conditions and responsibilities described in this MOU are for a rotational program, terms and conditions are intended to govern only during times that Host Site is operational within the rotational program. Host Site agrees to comply with conditions and requirements of the rotational program.
- II. The Host Site shall also maintain a Welfare Tax Exemption through the Alameda County Tax Assessor's office.
- III. The Host Site parking lot is located at _____ ("Parking Lot"). Exhibit B is a map of the Parking Lot location for reference. Host Site agrees to maintain the Parking Lot in good condition for the duration of its use as Safe Parking Host Site.
- IV. Host Site will make the Parking Lot available consistent with the schedule outlined in Exhibit A "Operation Plan". If the Host Sites wishes to change dates or times of the program, the Host Site shall submit a written request to the City at least ten (10) business days before they wish for the change to go into effect. The City shall determine if desired changes are compatible with the overall program schedule.
- V. Host Site shall make parking spaces available consistent with Safe Parking Host Site Ordinance, as described in Exhibit B "Operation Plan". The City and Host Site will periodically assess and may increase the number of permitted vehicles up to the maximum authorized number of vehicles while ensuring program safety and participant privacy.
- VI. The Host Site shall appoint a contact person, whose phone number shall be posted on the site and who shall remain accessible by phone during all program hours should any immediate issues arise. The Host Site shall also provide and coordinate

Attachment d - Memorandum of Understanding

volunteers to check in and check out registered program participants, during evening check in hours and morning check out hours.

VII. The following facilities and infrastructure shall be assigned as follows, and Host Site responsibilities are further in Exhibit B “Operation Plan”:

Facilities and Infrastructure	City	Host Site
Restroom Facilities: Quantity _____ Type: _____		
Potable Water: Quantity _____ Type: _____		
Fire Extinguishers: _____ Carbon Monoxide Alarms: _____		
Wi-Fi Connection		

VIII. The rotational Safe Parking Host Site Program is secular and open to all regardless of personal faith affiliations. The Host Site may not require Safe Parking Program participants to engage in inherently religious activities while using the Parking Lot.

IX. The Host Site shall welcome and orient new participants to their site.

X. The City has created rules and standards of behaviors to participate in the Safe Parking Program. Those requirements are attached hereto as Exhibit C. Both the Host Site and City will review and explain participant expectations, rules, and enforcement of rules. Participants in the Safe Parking Program will be required to follow the program rules and standards of behavior and may be disqualified from future participation if they are in violation of the program rules.

- XI. The City shall provide initial coordination for the Safe Parking program, to facilitate maximum participation across all sites, with the least amount of disruption to participants. City will determine suitability of sites for rotation and consistency with Safe Parking Host Site Ordinance and program design intent.
- XII. The City will manage referrals and screen applicants for participation in the Safe Parking program, prior to intake. Participants will be required to complete a program intake process with the Human Services Department, in advance of utilizing the Host Site parking lot.
- XIII. The City will include Host Site in contracted dumpster service routes, through contract with Republic Services, at no cost to the Host Site.
- XIV. The City shall indemnify, hold harmless, and defend the Host site (including its elected officials, officers, agents and employees) from and against any and all claims, litigation, demands, damages, liabilities, costs, and expenses resulting or arising from City's performance of this MOU, except Claims arising out of the Host Site's negligence or misconduct.

B. RECORD KEEPING

- I. The City of Fremont may as appropriate, undertake program of recordkeeping and Host Site agrees to participate. And City may requests records on service Host Site is providing and that Host Site cooperates with providing that information.

C. TERM OF MOU

- I. This MOU shall be effective on _____ and remain in effect for the duration of the Safe Parking Host Site permit, unless earlier terminated pursuant to Section B.II
- II. Either party may terminate this MOU upon 30 days' notice by providing written notice to the other party at the address provided in Section B.III.

III. Notices under this MOU must be delivered to the addresses below by deposit in the United States mail for by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Human Services Director
City of Fremont
3300 Capitol Avenue
Fremont, CA 94538

TO HOST SITE: Attention: **[Insert Host Site Contact]**
[Insert Mailing Address]

D. GENERAL PROVISIONS

- I. This MOU constitutes the entire agreement between the City and Host Site regarding the Safe Parking Host Site Program and supersedes all prior agreements and understandings, whether in writing or oral. No amendments or modifications to this MOU shall be valid unless presented in writing and signed by both the City and Host Site.
- II. If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.
- III. Any titles of the sections or subsections of this MOU are inserted for convenience of reference only and are to be disregarded in interpreting any part of the MOU's provisions.
- IV. Each person whose signature appears on this MOU affirmatively represents and warrant that he or she has been duly authorized, or is otherwise qualified, and has full

Attachment d - Memorandum of Understanding

authority to execute the MOU on behalf of the party on whose behalf this MOU is executed.

[signatures on following page]

SAMPLE

Attachment d - Memorandum of Understanding

IN WITNESS WHEREOF, the City and Host Site have executed this MOU through their duly authorized representatives as of the date first written above.

CITY OF FREMONT:

Signature

Date

Suzanne Shenfil, Human Services Director
For the City of Fremont

APPROVED AS TO FORM:

Signature

Date

, City Attorney
For the City of Fremont

HOST SITE:

Signature

Date

[Title and Signatory]
For [Host Site Organization]

EXHIBIT A

OPERATIONS PLAN

SAMPLE

EXHIBIT B
Host Site Map

SAMPLE

**Exhibit C
Program Rules**

SAMPLE

Attachment e - Criteria and Screening Overview

Safe Parking Program Criteria and Screening Overview

The following outlines the criteria Safe Parking or Temporary Overnight Parking applicants must meet, as well as the processes of referring and screening applicants.

Criteria

All applicants must both be (1) affiliated with Fremont, Newark, or Union City and (2) demonstrate they are engaged, motivated, and working on a plan, with a designated service provider, to transition from living in their vehicle into stable housing. Affiliation to a city includes, but is not limited to: having previous housing in the city, having previous or current school enrollment in the city, having current employment in the city, having family members residing in the city, or receiving healthcare or mental health services in the city.

A participant's level of engagement, motivation, and work will be assessed by their actions and whether they have successfully met milestones identified in their service plan to transition into stable housing.

Referral

Applicants must be referred to the Safe Parking program by one of the following:

1. Designated Service Providers (i.e. Abode, BACS, BACH)
2. Human Services Staff
3. Police Department Staff
4. City Staff
5. Host Site
6. Self-Referral – those interested in learning about the program may contact the City for more information, however the referral needs to be accompanied by a request from an assigned service provider. If an individual does not have a service provider, they will be referred to **one**.

Prioritization of Referrals

Referrals will be prioritized in the following order:

1. Seniors (62 years old and older), or a family with a senior in the household
2. Applicants who are families (Parent(s) with a minor child(ren))*
3. Applicants who have one or more household members that are employed or enrolled in a local school or continuing education program.
4. Applicants 18 and over, who are single or coupled

*Host sites will decide if they want to accept families or adults only, if a site accepts minor children, then families will be prioritized higher. If a site accepts families with minor children, a Megan's Law/290 offense screening will be required for all applicants

Screening

Applicant screening is intended to foster a safe environment for all participants, but still reduce barriers to entry. Applicants must comply with the following screening requirements for entry into the program:

- At the time of referral, the applicant should be enrolled in a case management or housing navigation program. Enrollment will be verified via Homeless Management Information System (HMIS) or by the referring party, if the referring party is a listed designated service provider. If

Attachment e - Criteria and Screening Overview

the applicant is a self-referral, the applicant must have their service provider make a referral, or they can be assessed for an opening with a Human Services Case Manager.

- At the time of referral, the applicant must have a valid California Driver License.
- Those living in vehicles often have to choose between daily survival needs and larger expenses like maintaining car insurance and registration. If at intake, an applicant does not possess current insurance or registration, but these items are reasonable to procure within 45 days, then the applicant may enter the program conditionally. If a car is unregistered or uninsured but it is not reasonable to become current within 45 days, the applicant will remain on the waitlist until these items are brought current.
- The participant must be the registered owner of vehicle and listed on vehicle's insurance coverage.
- The vehicle must be in an operable condition, so that it is able to be driven on and off site daily..



CITY OF FREMONT
SAFE PARKING PROGRAM AGREEMENT
(To be signed upon entry into the program by the Participant(s)
and Service Provider)

I, _____, hereby agree to the following requirements of the Safe Parking Program:

___ I understand that my focus while in the Safe Parking Program is to transition into stable permanent housing. In order to achieve this, I agree to create goals (Transition Plan) and report on my progress on a regular schedule, agreed upon by myself and my Service Provider.

___ I understand I must be willing to consider and act on any resources and opportunities which are reasonable and available in order to work toward permanent stable housing and self-sufficiency. This this includes submitting applications and staying up-to- -date with waitlists

___ I understand that my participation in the program will be re-evaluated every 90 days.

___ My level of engagement, motivation, and work will be assessed by my actions and whether I have successfully met milestones identified in my transition plan.

___ I agree to follow all program rules and procedures and to cooperate with all host site employees and volunteers, and any other city employees or contractors hired to provide maintenance or services to the site.

___ I agree to follow all rules detailed in: Statement of Rights Responsibilities and Rules.

___ I understand that only those included in my household at the time of program entry are permitted on site.

___ I agree to maintain a valid California driver's license, vehicle insurance, and vehicle registration. (Financial assistance, if available, may be provided to help me meet these requirements)

___ I understand that citations are a written warning for violating this Program Agreement. I understand that upon receiving a 3rd citation, I will be removed from the site immediately. And may be suspended for, at least, 30 days or expelled from the program indefinitely.

___ I understand that if I do not return to the program for two consecutive nights, without prior approval, that I will be disenrolled from the program and my space will be released to another participant.

SERVICE PROVIDER AGREEMENTS

I, _____, on behalf of the Safe Parking Program, agree to the following:



____ We agree to commit to a regular schedule of appointments to review goals (transition plan) and progress.

____ We agree to work with you to inform you of potential, appropriate housing opportunities as they become available.

____ We agree to support your participation in the Safe Parking Program, to the best of our abilities.

____ We agree to provide referrals, resources, and linkages, to a wide spectrum of community support services, including: health care, mental health care, employment services and/or benefit assistance, substance use reduction, credit repair, legal assistance, and other related services to building self-sufficiency

Illegal and dangerous behaviors are prohibited; participants may be removed from the program for violations of any law. Participants will be immediately removed from the site, and expelled from the program, for the following violations:

1. Drug-related criminal activity on or near the Property “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
2. Threats or acts of physical violence.
3. Unlawfully possessing a firearm, or unlawfully using or brandishing any firearm or weapon on the property.
4. Sexual harassment or inappropriate conduct of a sexual nature

If at any time you would like to report a grievance or complaint, or you feel you’ve been discriminated against, you may submit your grievance to Suzanne Shenfil, Human Services Director at (510) 574-2051 or SShenfil@fremont.gov .

I have read and agree to follow all the stipulations listed in the City of Fremont Safe Parking Program Agreement and attached Statement of Rights Rules and Responsibilities document.

Permit Number	Date
Print Name (Primary Participant)	Signature
Print Name (Adult 18 or older)	Signature



Children Under 18 years, Names and Ages

Print Name (**Service Provider**)

Signature

Organization:

E-mail: _____ Cell phone: _____

Print Name (**City Representative**)

Signature

SAMPLE



FREMONT SAFE PARKING STATEMENT OF PARTICIPANT RESPONSIBILITIES & RULES

(To be signed by Program Participant)

It is the purpose of the City of Fremont Safe Parking Program to provide all people with an affiliation to the City of Fremont, Newark, or Union City the equal opportunity to participate in and obtain services from the City of Fremont Safe Parking sites. The Safe Parking Program intends to keep all participants' affiliation with the program confidential and seeks to maintain an open dialogue with participants regarding their rights and services available to them.

In return, participants will be required to abide by the Safe Parking Program rules and respect all other participants and Program staff members. Participants must also ensure the safety of the site is maintained by not participating in any activities that are in violation of the Program Rules, the law, or are disrespectful others. Participants shall notify Program staff of known violations of the Program rules or the law.

The **Statement of Participant Responsibilities & Rules** sets out standards for staying in the Fremont Safe Parking Program, to ensure that everyone is safe, so together we can maintain a supportive setting.

To foster a climate of inclusivity and respect, the Fremont Safe Parking Program intends for every participant to:

- feel safe in the Safe Parking site;
- be considered for accommodation based on fair policies;
- be treated with respect regardless of your race, status, gender, sexual orientation, age, disability, religion, or beliefs;
- be informed of your human, legal, and civil rights, and to speak up when you feel they have been violated;
- be informed about the policies of the Safe Parking program that have a direct impact on you;
- be informed and included in the decisions made about you;
- have their information remain confidential;
- receive help when applying for other supportive services when available; and,
- to have a process for making a complaint or appeal a decision you do not agree with.

By participating in the Fremont Safe Parking Program, a participant has the following responsibility:

- to respect the rights of others to feel safe and to create a positive and supportive living environment for others

Attachment f - Statement of Responsibilities and Rules

- to respect the cultural backgrounds and privacy of others;
- to follow schedules and rules of the Safe Parking program and its staff; and
- to inform staff if any staff member has breached the code of ethics, confidentiality or has treated a participant unfairly.

PROGRAM RULES, while staying at the Safe Parking host site, participant agrees to abide by the following rules. A violation of these rules may result in being asked to leave.

1. Do not congregate in the area prior to 15 minutes before the opening of the site.
2. The use of alcohol and/or drugs is not permitted. Violation of this rule will result in the Participant being asked to leave.
3. Weapons are not permitted.
4. Smoking is not permitted on site or within 30 feet of any surrounding building. This includes all cannabis, tobacco, and vapor products.
5. Verbal, abuse, threats of violence, or racist language, is prohibited.
6. Each parent is to take full responsibility for the care and actions of any accompanied minors.
7. Pets must be on a leash and under control of the owner at all times.
8. Sexual activity, or nudity, which is inappropriate and can be viewed, through vehicle windows by others, is not allowed
9. Participants agree to respect and not damage City of Fremont or host site property.
10. Participants must keep their possessions in their vehicles.
11. Fires for any reason at the site are prohibited.
12. Tents and tarps placed on or erected outside of the vehicle are prohibited.
13. Participants must ensure common areas are neat after using them.
14. Unreasonable loud noise, including generators, yelling, and music, is prohibited during quiet hours, which are from 10pm – 7am.
15. Vehicles must park in their assigned parking spot.
16. Permits for the program must be visible while on site each night.
17. Only those participants enrolled in the program are permitted on the site.
18. Participants must maintain a valid California Driver License, car insurance and car registration.
19. Vehicles must be able to start and drive on and off the site daily. If the vehicle is unable to leave when the site is closed the vehicle may be towed from a site at the owner's expense.
20. If the participant is asked to leave the site for violation of a rule and the participant does not do so, the police will be called.

Violation of the following rules by any participant will result in immediate removal from the Program:

1. Any criminal activity or illegal and dangerous behavior, including:
2. Drug related criminal activity, on or near the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use of, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
3. Acts of physical, verbal, or sexual violence towards any person or animal at the host site, other than in self-defense.
4. Possession, using or brandishing any firearm or weapon on the property.

Attachment f - Statement of Responsibilities and Rules

5. Damage to host site, City, or fellow participants' property.

Respecting Our Neighbors (Good Neighbor Policy)

Trespassing or loitering in or near neighbors' property, including local businesses and school sites, is not permitted. Safe Parking participants are asked to leave the site during morning exit hours, and return in the evening, during site intake hours. It is each participant's responsibility to maintain their space within the host site and use water management and restroom facilities appropriately.

Failure to follow the Rules:

1. Host Site representatives or City Staff may issue a written warning of a violation of these rules to a participant if a rule has been broken. The violation will be discussed with the participant before the written warning is issued. The written warning will provide the participant name, the rule broken, the date and time of the violation and issuers signature.
2. Upon receiving a third (3) written warning, the participant will be asked to leave the host site. Return to the program, after a minimum 30 days suspension, will be based on space availability
3. Before reinstatement in the Safe Parking program, the participant must meet either with the Human Services Director or his/her designee. The participant must agree to and sign the City of Fremont Safe Parking Program Rules.
4. Serious infractions of the rules (e.g., actions that may cause serious harm to the staff, participants, or the facility) will result in removal from the Safe Parking program.
5. A Participant has the right to appeal any decision regarding their removal from the Safe Parking program by submitting a request in writing to the City of Fremont Human Services Director; Sshenfil@Fremont.gov

Participant Name	Signature	Date
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STAFF: I have explained this form to the participant.

City Representative Name/Title	Signature	Date
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Attachment h - Liability Waiver

DECLARATION OF ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

The undersigned, _____ have voluntarily requested to participate in Safe Parking Program sponsored by the City of Fremont

ASSUMPTION OF RISK

I, the undersigned, acknowledge that the above program may involve possible risk of injury or death of my person, or damage to my personal property. I further understand that risks may arise from, but are not limited to, other participants and their vehicles. I FREELY AND VOLUNTARILY ASSUME ALL RISKS OF LOSS OR INJURY, BOTH EXPECTED AND UNEXPECTED, WHETHER OR NOT LISTED HEREIN.

RELEASE FROM LIABILITY

In consideration of my participation in the Safe Parking Program, I, the undersigned, HEREBY RELEASE AND FOREVER DISCHARGE THE CITY OF FREMONT, its employees, officers, and agents, both jointly and severally, from any and all claims, demands, or liabilities for damages, costs and expenses (including attorney's fees), however arising, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, whether in whole or in part, of the City of Fremont or its employees, officers, or agents, which may be sustained by the undersigned in any way, foreseeable and unforeseeable, related to or arising out of my participation in the Safe Parking Program.

HOLD HARMLESS

In consideration of my participation in the Safe Parking Program, I, the undersigned, HEREBY AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE CITY OF FREMONT, its employees, officers, and agents, from and against any and all claims, demands, or liabilities for damages, costs and expenses (including attorney's fees), however arising, INCLUDING FROM THE ACTIVE OR PASSIVE NEGLIGENCE, whether in whole or in part, of the City of Fremont or its employees, officers, or agents, which may be sustained or incurred by the City of Fremont, its employees, officers, and agents, related to or arising directly or indirectly out of the undersigned's participation in the Safe Parking Program. This paragraph does not apply to the willful or intentional misconduct of City's employees, officers or agents, and does not apply to injuries sustained by City officers, employees, or agents or loss to City property not caused by the undersigned.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE CITY OF FREMONT, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM LIABILITY FOR INJURY TO YOU AND OBLIGATING YOU TO INDEMNIFY THE CITY OF FREMONT, ITS EMPLOYEES, OFFICERS, AND AGENTS OR ANY LIABILITIES THAT MAY BE SUSTAIN AS A RESULT OF ENTRY OR USE OF THE PROPERTY DESCRIBED IN THIS AGREEMENT. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT.

I, on behave of myself, my heirs, successors and assigns, hereby voluntarily agree to the above assumption of risk, release from liability, and hold harmless agreement. I have read each and every item of this agreement and I understand what each item means.

Signature

Print Name

Date