

**LICENSE AGREEMENT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CITY OF SAN JOSÉ
REGARDING
PROPERTY LOCATED AT _____
PARCEL NO. _____**

This LICENSE AGREEMENT (hereinafter referred to as the “License”) is entered into between the Santa Clara Valley Transportation Authority, a California special district, (“VTA”) and City of San José a California municipal corporation (“Licensee”), (collectively referred to as the “Parties” and/or individually as a “Party”).

RECITALS

- A. **WHEREAS**, VTA is the owner of real property located at _____, Parcel No. _____ as more particularly depicted in Exhibit A, attached hereto and incorporated by reference (the “**Property**”).
- B. **WHEREAS**, Licensee desires to use an approximately _____ square foot portion of the Property (hereinafter the “**Premises**”), as more particularly depicted in Exhibit A, for the purposes set forth herein.
- C. **WHEREAS**, VTA is willing to allow Licensee the right to enter Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

1. **USE**

Subject to the terms of this License, VTA herein agrees to permit Licensee to enter onto the Property (on a non-exclusive basis) and to use the Premises as follows:

- (i) For ingress and egress onto the Premises from Santa Teresa Blvd., as depicted in Exhibit A
- (ii) To operate a Safe Parking Program which will provide a temporary location for unhoused persons to reside in a vehicle or recreational vehicle (“Occupant”) and to provide support services to the Occupant as more specifically set forth in Exhibit B and Exhibit C.

Licensee shall not use the Premises for any purpose except as permitted by this License and set forth in Exhibit B and Exhibit C. Licensee shall not erect, operate, or maintain any improvements on the Premises. Licensee shall not conduct any business on the Premises unless that business is explicitly authorized under the terms of this License. By written agreement the Director of Real Estate and Transit Oriented Development for the VTA and the Director of Housing for the Licensee may amend

the uses and operation of the Safe Parking Program on the Premises set forth in Exhibit B and Exhibit C.

The right to use the Premises granted pursuant to this License shall be limited to the purpose specifically set forth above and in Exhibit B and Exhibit C for the Term set forth in Section 2, below, and no additional uses may be made of the Premises without a written amendment to this License.

2. **TERM**

2.1 Initial Term. Unless earlier terminated pursuant to Section 3 below, the initial term of this License (the “**Initial Term**”) shall be for a period of forty-eight (48) months beginning at 12:01 AM upon the Effective Date (as defined below in the signature block).

2.2 Holdover. If Licensee holds over beyond the term of this License, in the absence of a written agreement to the contrary, this License shall operate on a month-to-month term and unless earlier terminated pursuant to Section 3 below, may be terminated with (ninety (90)) days’ notice.

3. **TERMINATION**

If Licensee breaches a term of this License, VTA may terminate (in VTA’s sole discretion) Licensee’s right to use the Premises under this License. Prior to terminating this License on the grounds of breach, VTA shall provide Licensee with a written notice of said breach which notice will provide for a cure period of no fewer than fourteen (14) calendar days. Notwithstanding the foregoing, to the extent the nature of the breach requires more than fourteen (14) calendar days to be cured, then Licensee shall seek VTA’s written approval to have a reasonable additional time period (not in excess of ten (10) additional calendar days) to cure such breach. In no event shall any cure period extend the Term.

Notwithstanding the foregoing, VTA may immediately terminate the License (in its discretion) with no opportunity to cure (or a shorter cure period, if applicable, in VTA’s sole discretion), if VTA determines, in its reasonable discretion, that any activity of Licensee constitutes an imminent danger to persons or property or could lead to an imminently dangerous situation involving persons or property or otherwise violates existing law or pre-existing encumbrances on the Property.

In the event VTA terminates License, Licensee shall remove any Occupants from Premises within thirty (30) calendar days.

4. **SURRENDER OF PREMISES**

Upon termination or expiration of this License, except as otherwise agreed to herein, Licensee shall surrender possession of the Premises to VTA in substantially the same condition as existed immediately prior to Licensee’s occupancy, except for any reasonable wear and tear within fourteen (14) calendar days after the removal of all Occupants from Premises. Prior to the surrender of the Premises to VTA, Licensee will submit to VTA for its approval a Premises Restoration Plan. Any Premises restoration plan will include, but will not be limited, to the following actions:

- A. Filling and compacting of all fence boring holes;
- B. Remove fencing, and all other fixtures, and equipment, including parking lot lighting;
- C. Remove additional utility connections installed for the Safe Parking Program and repair and restore property;
- D. Remove all conduit installed for the Program and fill in all conduit access lines remaining on the Premises;
- E. Remove all items of Occupants and Operator and follow any applicable storage requirements.
- F. Reinstall concrete wheel stops and fill in all holes created by the removal of concrete wheel stops;
- G. Reinstall any vegetation removed for the Program that complies with the VTA Sustainable Landscaping Policy;
- H. Payment for any damage to existing utilities on the Premises at the commencement of this License; provided, however that VTA will be responsible for the repair of those utilities.
- I. Restoration of all parking lot improvements, including landscaping, that were removed during the Program to the original form.

5. **INTENTIONALLY OMITTED**

6. **INENTIONALLY OMITTED**

7. **POSSESSORY INTEREST TAX**

Licensee recognizes that, by its entry onto the Premises pursuant to this License, Licensee's interest herein may be subject to the possible imposition of a possessory interest tax, and that Licensee shall be solely responsible for paying such tax and imposition of such tax shall not reduce any amounts owed to VTA.

8. **STORM WATER POLLUTION PREVENTION PLAN ("SWPPP")**

The Licensee shall comply with Phase 2 Non-Traditional MS4 Permit Requirements, attached hereto as Exhibit D and incorporated by reference.

9. **FENCING**

Licensee shall, at its sole expense and within the time period set forth in Exhibit B, (subject to an extension due to delay caused by VTA), install and maintain fences and gates (collectively the "**Fence**") as reasonably necessary to secure the Premises. The Fence design and material shall be subject to the approval of VTA, in its sole discretion, and in no event shall include razor wire or barbed wire. Licensee shall obtain written approval from VTA for the design of its Fence, fencing materials to be used, location, and all other aspects prior to installation, which consent shall not be unreasonably withheld and shall be promptly delivered to Licensee, the failure of which will result in VTA providing an appropriate extension of Licensee's three business day installation requirement above.

Notwithstanding the foregoing, VTA approval of Fence design and material shall in no way be deemed an assumption of liability by VTA for any aspect of the Fence design, location or fitness for use, including the adequacy, structural integrity and/or safety of the Fence, which liability shall

remain solely with Licensee. Licensee's indemnification commitments set forth in **Section 21** below include any and all claims, demands, suits, loss, damages, injury and liability (including without limitation, reasonable attorneys' fees (for outside counsel and expenses), incurred, directly or indirectly, by VTA as a result of the existence of the Fence (including construction, destruction and removal thereof).

10. MAINTENANCE AND REPAIR

Licensee agrees to maintain the Premises in a safe, clean, and sanitary condition meeting the maintenance and operations standards of a commercial recreational vehicle park and in compliance with all applicable laws, permits, and regulations; provided, however, Licensee will not operate the Safe Parking Program in a manner that would cause all or part of the Premises to be deemed to be a Mobile-home Park or Special Occupancy Park (as such terms are used in connection with the California Code of Regulations, Title 25, Division I, Chapter 2 and the California Code of Regulations, Title 25, Division I, Chapter 2.2).. Licensee agrees to provide approved containers for trash and garbage, to trim weeds, and to keep the Premises free and clear of litter.

11. INSPECTION AND ABATEMENT

VTA's representatives, employees and agents shall have the right at all reasonable times to enter onto the Premises to determine if the provisions of this License are being complied with and/or to abate any breaches of this License. Licensee expressly consents to such entry and abatement by VTA and shall reimburse VTA for any costs incurred hereunder. VTA's representatives, employees and agents shall have the right to enter for inspections and any access to monitoring wells or any preliminary engineering needed. Licensee shall provide two (2) spare keys to VTA in order to access the Premises. VTA shall not have the right to enter into any vehicle used by Occupant of the Premises without a minimum 24-hour notice unless such entry is for the purpose of addressing an imminently dangerous situation involving persons or property.

12. GOOD NEIGHBOR

Licensee shall conduct all activities on the Premises as a good neighbor. Licensee shall make reasonable good faith efforts to correct any conditions causing complaint by the neighbors.

13. COMPLIANCE WITH THE LAW; PERMITS

In its use of the Premises, Licensee shall, at its sole cost, comply with any law, regulation, order of law, statute, law, ordinance or permit condition (collectively "**Laws**"), including environmental Laws, of a governmental branch or agency having jurisdiction over Licensee's use of the Premises. Without limiting the foregoing, Licensee, its contractor(s) and assign(s), shall obtain all required permits (including any that may be required by VTA in its normal course of business) in connection with its use of the Premises pursuant to this License.

14. UNLAWFUL USE

Except with respect to the fence contemplated in Section 9 above, and improvements as set forth in Exhibit B, Licensee shall not erect, operate or maintain any improvements on the Premises. In addition, Licensee shall not conduct any business on the Premises, which business is not explicitly authorized under the terms of this License. Throughout the Term of this License, Licensee shall

comply with any and all statutes, laws, ordinances, or regulations of any governmental entity that are applicable to the Premises or any part thereof. The Parties acknowledge that the County of Santa Clara Office of the Sheriff provides security at the VTA Transit Stations; however, for purposes of security for the Premises, the Parties agree that Licensee will inform San José Police Department (“SJPD”) of all unlawful uses and incidents on the Premises and SJPD will respond to any such activity. Licensee will also coordinate with SJPD the removal and towing of all unauthorized vehicles, including recreational vehicles from the Premises.

15. **UTILITIES**

VTA will not provide any utilities to the Premises except as set forth in Exhibit B. Licensee further agrees not to interfere with any existing utility facilities on, over, under or in the Premises and will cooperate if or when any additional utility facilities are installed by VTA during the term of this License.

16. **ACCESS**

Licensee shall access Premises from Santa Teresa Blvd. The Licensee shall also keep available to other Licensees and easement-holders access to the Property.

17. **LICENSE ONLY A “LICENSE”**

This License creates a License only and shall not confer any interest in real property.

18. **WAIVER OF RELOCATION BENEFITS**

Licensee acknowledges and agrees that Licensee will not be eligible for relocation benefits if and when VTA provides Licensee with notice of termination pursuant to Section 3, above. Licensee affirmatively waives any claim of for relocation assistance benefits under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. Sec. 4601, *et seq*, 49 C.F.R. Part 24) and the California Relocation Assistance Law (Ca. Gov. Code 7260, *et seq.*). Licensee acknowledges that no employee, agent, invitee, occupant or trespasser on the Premises shall be designated or attain the status of a “tenant” for any purpose. Licensee shall notify all occupants upon first entry that the Licensee’s use of the premises is temporary, and that occupants are not entitled to relocation benefits when asked to move. Licensee agrees that upon entry, each prospective occupant shall sign an express acknowledgment that they are not tenants, that they are staying on at the premises on a temporary basis, and that they waive any claim to relocation benefits. Licensee further agrees to defend, indemnify, and hold VTA, its Directors, officers, contractors, agents and employees harmless from all claims, demands or suits for any relocation assistance or benefits, if any, due to any occupant’s or any other person’s use of the Premises or is otherwise considered a displaced person relative to this License

19. **INVERSE CONDEMNATION**

Licensee will not be entitled to inverse condemnation damages if this License is terminated as a result of VTA’s determination that it requires the Property for the BART Project. Licensee further acknowledges and agrees that VTA may rely upon this provision to prevent Licensee from pursuing an inverse condemnation claim against VTA.

20. ASSIGNMENT OR TRANSFER OF LICENSE RIGHTS

This License is personal to Licensee and may not be assigned or transferred. For the purposes of this License, the rights of access is granted to Licensee, Licensee's officers and employees and shall be deemed to extend, but not transferred, to any contractor providing the services or work specified in Exhibit B and Exhibit C including the operator of the City Safe Parking Program approved by VTA. The right of entry to the Premises is also extended to any Occupant enrolled in the Safe Parking Program who is not in violation of any term of this License or operating regulations of the Safe Parking Program.

21. LIABILITY AND INDEMNIFICATION

Except to the extent caused by the malicious acts or gross negligence of the VTA, Licensee shall defend, indemnify, and hold VTA, its Directors, officers, contractors, agents and employees harmless from all claims, demands, suits, loss, damages, injury, and liability for personal injury or property damages (including without limitation, reasonable attorneys' fees and expenses), incurred, directly or indirectly, by VTA as a result of Licensee's use of the Premises including (i) the use of the Property by Licensee or its officers, agents, employees, invitees (including but limited to Occupant) and/or contractor(s) (collectively "Licensee Parties") pursuant to this License; or (ii) any other actions of the Licensee Parties that occur on or about the Property. The indemnity described in this Section shall survive the termination of this License.

22. AUTHORITY AND EXECUTION

Each person executing this License on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and such Party has full right and authority and has obtained all consents and approvals and taken all actions necessary to enter into this License, to perform all of its obligations hereunder, and to consummate the transactions contemplated under this License.

23. HAZARDOUS MATERIAL

Licensee agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under or within the Premises in violation of any law or regulation and shall defend, indemnify, and hold VTA, its Directors, officers, contractors, agents and employees harmless from all claims, demands, suits, loss, damages, injury and liability (including without limitation, reasonable attorneys' fees and expenses), incurred, directly or indirectly, by VTA as a result of this Licensee's use, generation, storage, or disposal of Hazardous Materials on or near the Premises. As used in this Section, "Hazardous Material" shall mean any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted, or otherwise regulated under any federal, state, or local law (including regulations, standards, directives, administrative or judicial orders or decrees, guidelines, permits, license approvals or other entitlements, or rules of common law) as a "hazardous constituent," "hazardous substance," "hazardous material," "hazardous waste constituent," "infectious waste," "medical waste," "biohazardous waste," "extremely hazardous waste," "pollutant," "toxic pollutant," "toxic substance," "regulated substance," or "contaminant," or any other formulation intended to classify substances by reason of properties that are deleterious to the environment, natural resources, wildlife or human health or safety, including without limitation, ignitability, infectiousness, corrosiveness, radioactivity, carcinogenicity, toxicity, and

reproductive toxicity. Hazardous Material includes, without limitation, any form of natural gas, petroleum products or any fraction thereof, asbestos, asbestos containing materials, polychlorinated biphenyls (“PCBs”), materials containing PCBs, and any substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures or byproducts, damages or threatens to damage the environment, natural resources, wildlife or human health or safety. This Section will survive the termination of this License.

24. **INSURANCE**

Licensee may satisfy all insurance requirements pursuant with this agreement by means of self-insurance, with limits of at least \$1,000,000 for General Liability, \$1,000,000 for Automobile liability, and Worker’s Compensation per statute, \$1,000,000 for Employer’s Liability. In the event that CITY elects to purchase insurance policies rather than self-insure, CITY must comply with the insurance requirements and specifications of Exhibit E attached hereto, and herein incorporated by reference. Any contractor of Licensee, including but not limited to the operator of the Safe Parking Program, must comply with the insurance requirements in Exhibit E.

25. **WAIVER OF SUBROGATION**

VTa and Licensee release each other and their respective principals, employees, representatives, and agents from any claims for damage to any person or to the Premises, or any improvements thereon, caused by, or that result from, risks insured against under any insurance policies carried by the Parties and/or Licensee’s general contractor and in force at the time of any such damage. VTA and Licensee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Nothing in this Section, however, shall be deemed to require VTA to purchase any commercial insurance policy.

26. **NOTICES**

All notices required to be given hereunder, or which either Party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

To VTA:	To Licensee:
Santa Clara Valley Transportation Authority	City of San José Department of Housing
Real Estate Division	200 East Santa Clara Street 12 th Floor
3331 N. First Street, Bldg. A-1	San José, CA 95113
San José, CA 95134-1927	

or to such other place as either Party may designate by written notice.

27. **MISCELLANEOUS**

(a) This License constitutes the entire agreement between the Parties, and supersedes all understandings, offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications, or waivers of any of the terms and conditions of this License must be

in writing and executed by both Parties.

(b) If any provision of the License is invalid or unenforceable with respect to either Party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(c) The Parties hereto acknowledge and agree that, although this License has been drafted by VTA's legal counsel, Licensee has had an opportunity to review and negotiate the terms of this License, as well as consult with Licensee's own legal counsel regarding the meaning of its terms. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this License and this License shall be interpreted in accordance with its fair meaning.

(d) This License may be executed in one or more counterparts, each of which shall be deemed and original, but which together shall constitute one and the same instrument.

(e) This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(f) This License shall be governed by the laws of the State of California and be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date set forth below ("Effective Date"):

VTA:

LICENSEE:

Carolyn M. Gonot
General Manager/CEO

Toni Taber
City Clerk

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

EXHIBIT A

Description of Property and Premises

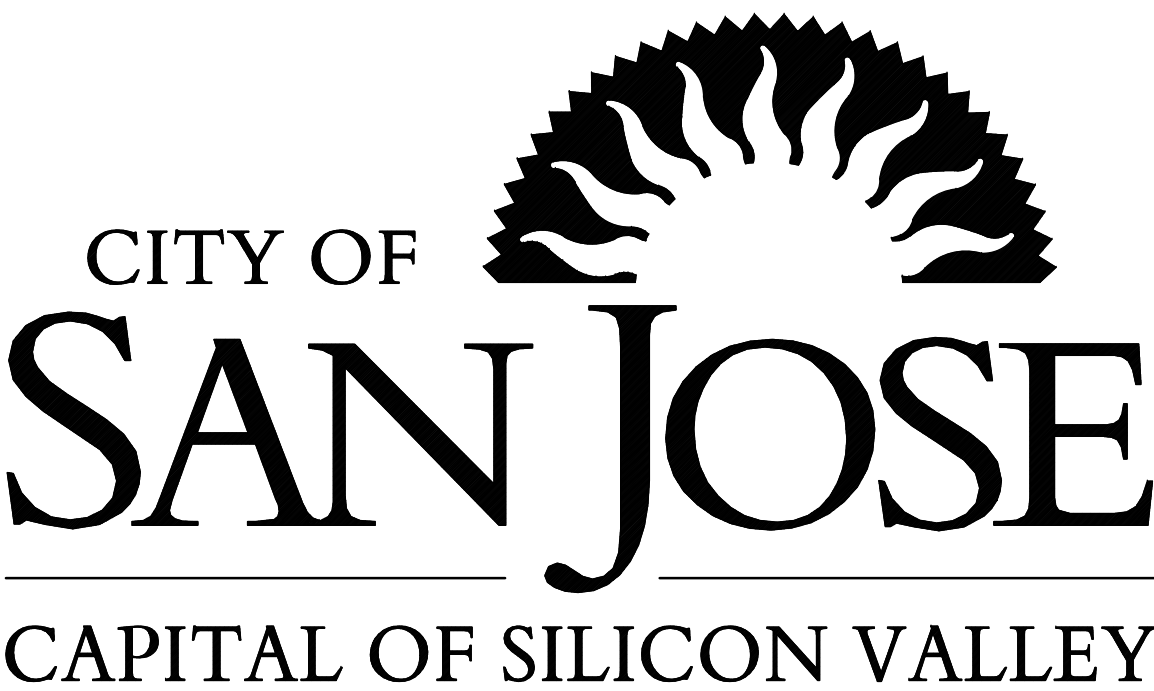
The Safe Parking Program will only operate within the northern parking lot outlined in red below.



EXHIBIT B

Site Improvements Plan of Safe Parking Program

Proposed site improvements are listed on the following pages in draft form. Prior to construction, the City of San Jose must submit a final plan to VTA and receive VTA approval.

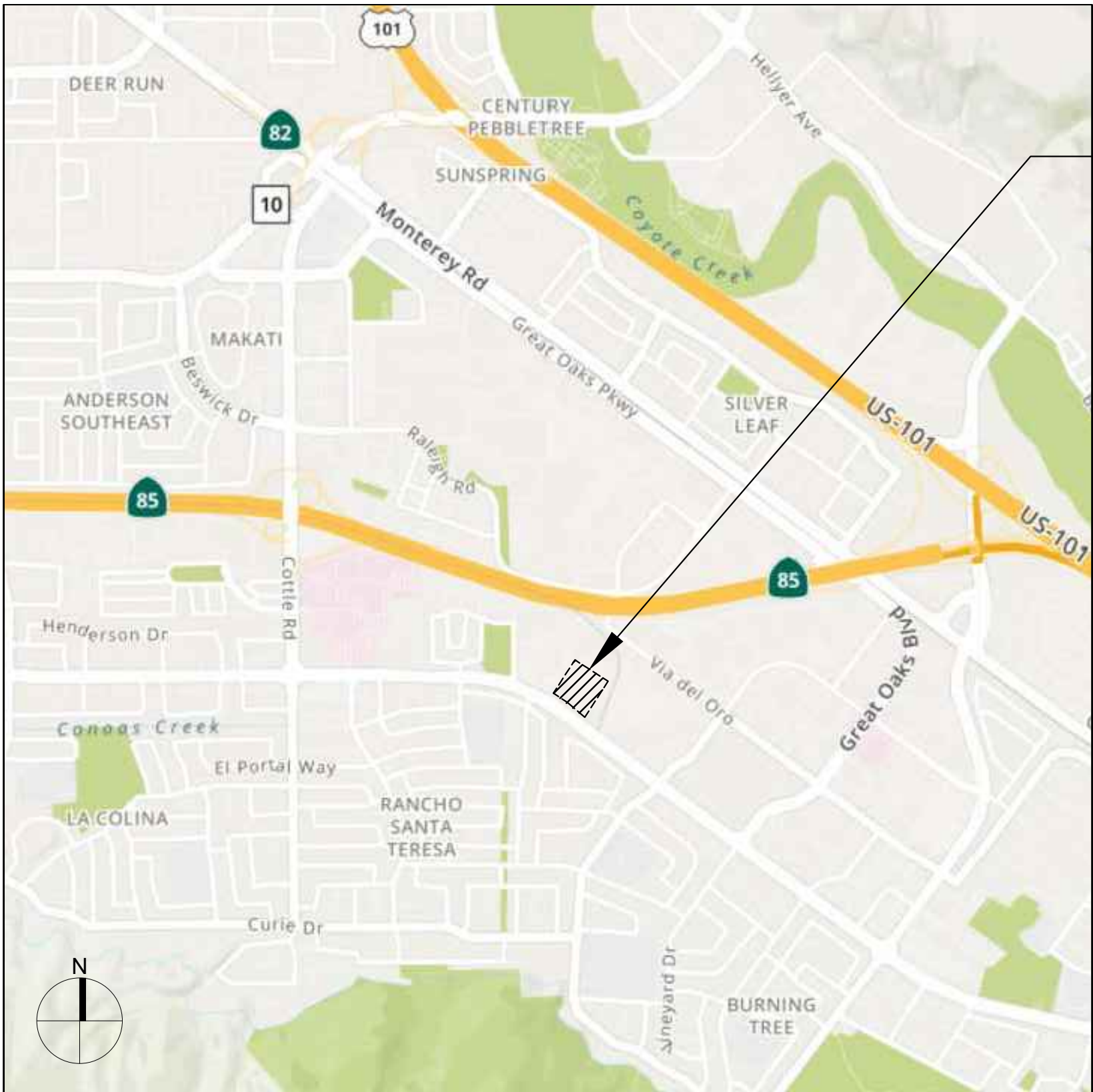


DEPARTMENT OF PUBLIC WORKS
CITY FACILITIES ARCHITECTURAL SERVICES DIVISION
PLANS FOR THE CONSTRUCTION OF
10195 - SANTA TERESA
SAFE PARKING

GENERAL NOTES

- PRE-CON SITE VISIT: CONTRACTOR SHALL AS A CONDITION OF AN ACCEPTABLE BID, VISIT THE PROJECT IN ORDER TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND THE REQUIREMENTS OF THE PROJECT. CONTRACTOR MAY CONTACT THE PROJECT MANAGER DURING THE BIDDING PHASE REGARDING CLARIFICATIONS AND PROJECT REQUIREMENTS. NO ALLOWANCES WILL BE MADE TO THE CONTRACTOR DUE TO THEIR LACK OF FAMILIARITY WITH THE SITE CONDITIONS.
- EXISTING CONDITIONS: THE CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL VTA HAS IDENTIFIED ALL UNDERGROUND UTILITIES AND CONTRACTOR HAS REVIEWS LOCATION WITH VTA REPRESENTATIVES.
- SAFETY: IN ACCORDANCE WITH GENERALLY ACCEPTED PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- ADA - COMPLIANCE IS NOT PROVIDED AT THIS FACILITY. ANY PARTICIPANTS NEEDING ACCOMMODATIONS WILL BE SENT TO 7151 RUE FERRARI, SAN JOSE 95138. THE PROJECT IS SCHEDULED TO OCCUPY THE SITE FOR A ONE-YEAR LEASE THAT CAN BE EXTENDED EACH YEAR WITH VTA.
- THIS FACILITY IS NOT ADA COMPLIANT AND WHERE ADA APPROPRIATE FACILITIES ARE LOCATED.
- ~~SOLAR PANELS - REVIEW OF DETAILED ATTACHMENTS AND REVIEW VERIFY UL RATINGS ON~~ JOB SITE DURING CONSTRUCTION. EIGHT BATTERIES AND INVERTER SHALL BE SUPPLIED AND VERIFIED IN FIELD.
- CONEX BOX: REVIEW OF RAMP, VENTILATION AND EMERGENCY EXIT SIGNS ON JOBSITE DURING CONSTRUCTION.
- DAMAGE TO STRUCTURE OR SYSTEMS TO REMAIN: THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FEATURES ON AND ADJACENT TO THE PROJECT SITE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR, AT NO ADDITIONAL COST TO THE CITY, ALL DAMAGE RESULTING FROM CONSTRUCTION OPERATIONS OR NEGLIGENCE. ALL REPAIRS SHALL BE MADE TO AN "AS-WAS" OR BETTER CONDITION PER THE DISCRETION OF THE PROJECT MANAGER.
- COORDINATION: UNDER THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK WITH THE APPROPRIATE CITY DEPARTMENTS, UTILITY COMPANIES, OTHER CONSTRUCTION TRADES AND GOVERNING AGENCIES.
- INSPECTIONS: FOR ITEMS OF WORK REQUIRING INSPECTION OR OBSERVATION, THE CONTRACTOR SHALL GIVE THE ENGINEER A MINIMUM OF TWO WORKING DAYS NOTICE PRIOR TO THE TIME OF REQUIRED INSPECTION OR OBSERVATION. ALL INSPECTION REQUEST REQUIRES 48 HOURS OF ADVANCED NOTICE.
- CONTRACTOR EQUIPMENT: COORDINATE WITH OWNER'S REPRESENTATIVE LOCATION OF CONTRACTOR'S BUILDING ENTRANCE AND LOCATION OF CONTRACTOR'S EQUIPMENT AND MATERIAL STORAGE AREA.
- UTILITY SHUT-DOWNS AND CONNECTIONS: OBTAIN APPROVAL FROM THE OWNER'S REPRESENTATIVE PRIOR TO SHUTTING DOWN OR TYING INTO ANY UTILITY.
- CONSTRUCTION SCHEDULING: CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION OPERATIONS WITH OWNER'S REPRESENTATIVE PRIOR TO SCHEDULING AND START OF THE WORK. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL EXISTING SPACES AND SYSTEMS WHICH ARE IN USE AND ARE ADJOINING THE WORK AND ARE NOT PART.
- CONSTRUCTION PLANS CONTRACTOR SHALL NOT SCALE DRAWINGS. ALL DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- AS-BUILT DRAWINGS UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL WORK HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ALL VARIATIONS FROM THE DOCUMENTS MUST BE PRESENTED TO THE ENGINEER ACCURATELY AND/OR GRAPHICALLY ON RECORD DRAWINGS PRIOR TO FINAL ACCEPTANCE. REFER TO SPECIFICATIONS FOR ADDITIONAL CLOSE-OUT INFORMATION AND PROCEDURES.
- CONTRACTOR SHALL DILIGENTLY STRIVE TO PROTECT THE PROJECT SITE AND ALL CONSTRUCTION MATERIALS FROM VANDALISM DAMAGE UNTIL PROJECT FINAL ACCEPTANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES AND/OR LOSSES DUE TO VANDALISM UNTIL PROJECT FINAL ACCEPTANCE.
- CONTRACTOR SHALL PROVIDE DRINKING WATER AND PORTABLE RESTROOM FACILITIES FOR WORKER USE DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
- ALL WORK SHALL COMPLY WITH THE CITY OF SAN JOSE STANDARD SPECIFICATION & STANDARD DETAILS & PROVISIONS, 2019 CALIFORNIA BUILDING CODE, 2019 CALIFORNIA PLUMBING CODE, 2019 MECHANICAL CODE, 2019 CALIFORNIA ELECTRICAL CODE AND OTHER FEDERAL, STATE & CITY CODES.
- CONTRACTOR SHALL OBTAIN A "NO FEE PLAN CHECK AND BUILDING PERMIT" FROM OF SAN JOSE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE START OF ANY WORK.
- CONTRACTOR SHALL SUBMIT A DIFFERED STRUCTURAL SUBMITTAL, ELECTRICAL SHOP DRAWINGS AND OTHER DESIGN DRAWINGS.
- CONTRACTOR SHALL AT ALL TIMES COMPLY WITH VTA MS4 REQUIREMENTS.

LOCATION MAP



NOT TO SCALE

SANTA
TERESA
SAFE
PARKING
SANTA TERESA
BL &
VIA DEL ORO

INDEX TO DRAWINGS

NO.	SHEET
L0.00	COVER SHEET & GENERAL NOTES
L1.10	EXISTING CONDITIONS PLAN
L1.20	DEMOLITION PLAN
L2.10	SITE PLAN
L6.10	FENCE, GATE SECTION, AND SIGNAGE DETAILS
L6.20	CONCRETE PAVING, TRENCH & HOSE BIBB DETAILS
L6.30	CONEX BOX ELEVATION AND DETAILS
L7.10	VTA FACILITY AS BUILT DRAWING

SCOPE OF WORK

SCOPE SHALL INCLUDE FENCING W/ SLATS, GATES, CONEX OFFICE W/ SOLAR, SIGNAGE AND COORDINATION WITH VTA.

PROJECT DATA

PROJECT DESCRIPTION:	VTA STATION TEMPORARY RV SAFE PARKING
EXISTING CODE CONFORMANCE:	1989CBC
SPRINKLED:	NO
FIRE ALARM:	NO
PROPOSED PROJECT AREA:	SANTA TERESA VTA PARKING LOT

APPROVED BY:

DATE:

MATT CANO
DIRECTOR OF PUBLIC WORKS

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

REVISED - Exhibit B updated since original posting on 10/28/2022.

BID SUBMISSION

PROJECT TITLE:

[illegible]

REV	DATE	REASON FOR ISSUE
SCALE:		DRAWN BY:
DATE:		CHECKED BY:

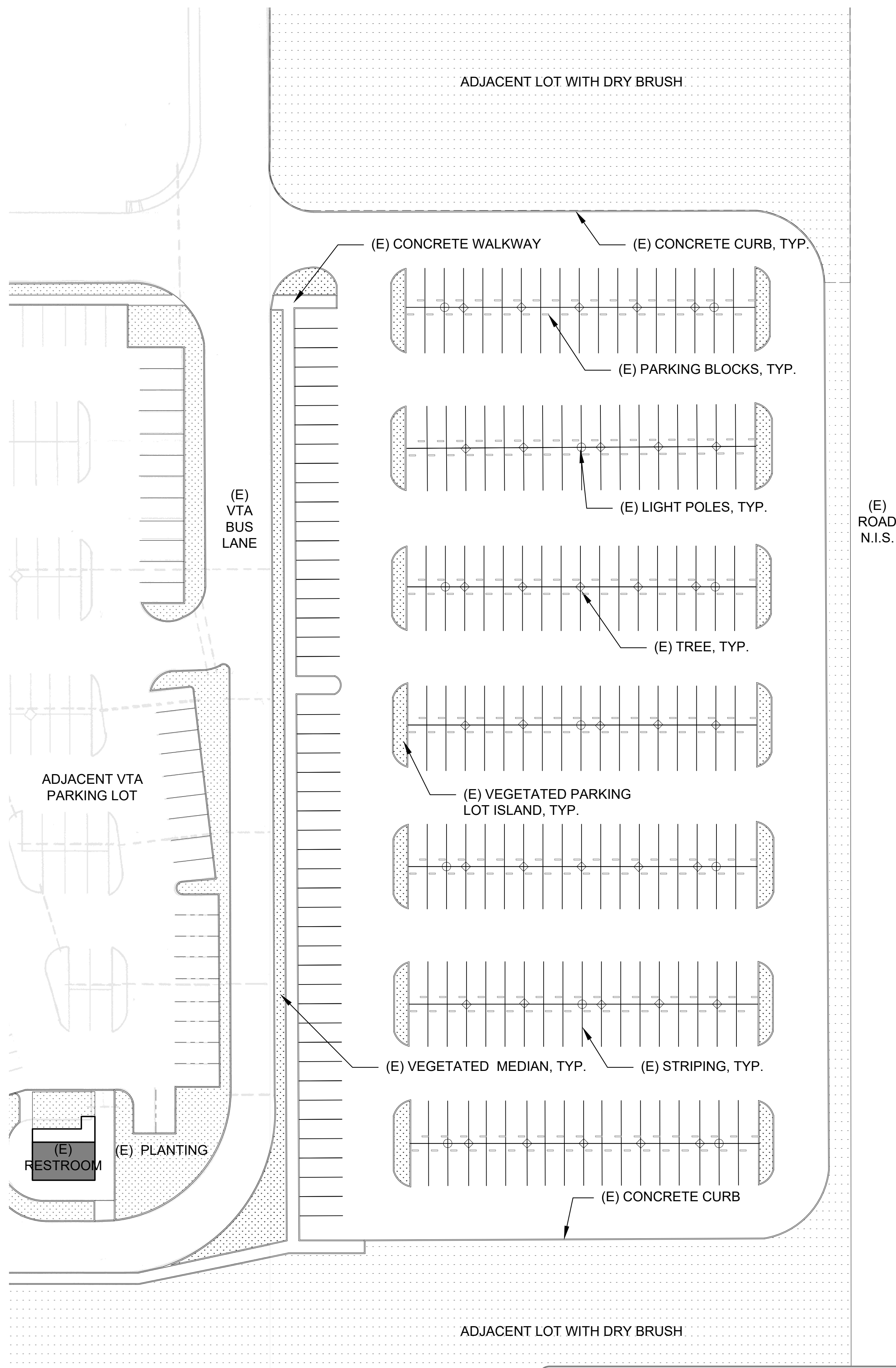
SECTION MANAGER:
MASTRODICASA, CHRIS

CPMS ID NUMBER:
10195

SHEET TITLE:

SHEET NUMBER

L1.10



1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VERIFICATION OF LOCATIONS OF ALL UTILITIES ON THE JOB SITE. PLANS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.
2. ALL WORK AND MATERIAL SHALL COMPLY WITH THE LATEST RULES, CODES, AND REGULATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - A. 2019 CALIFORNIA BUILDING CODE
 - B. OCCUPATIONAL SAFETY & HEALTH ACT STANDARDS (OSHA)
 - C. ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS REGULATIONS
3. CONTRACTOR TO OBTAIN NO FEE BUILDING PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS.
4. CONTRACTOR TO OBTAIN VTA CONSTRUCTION ACCESS PERMIT (CAP) CALL: 408-321-5856 OR EMAIL: PERMITS@VTA.ORG.
5. NO DIGGING SHALL OCCUR UNTIL USA UTILITY HAS BEEN MARKED AND CONTRACTOR HAS REVIEWED LOCATIONS WITH VTA.



B EXISTING CONDITIONS PLAN
SCALE: 1/32"=1'

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

REVISED - Exhibit B updated since original posting on 10/28/2022

PROJECT TITLE:

REV	DATE	REASON FOR ISSUE
-----	------	------------------

SCALE:	DRAWN BY:
--------	-----------

DATE: _____ CHECKED BY: _____

SECTION MANAGER:
MASTRODICASA, CHRIS

CRM# ID NUMBER

CPMS ID NUMBER:
10195

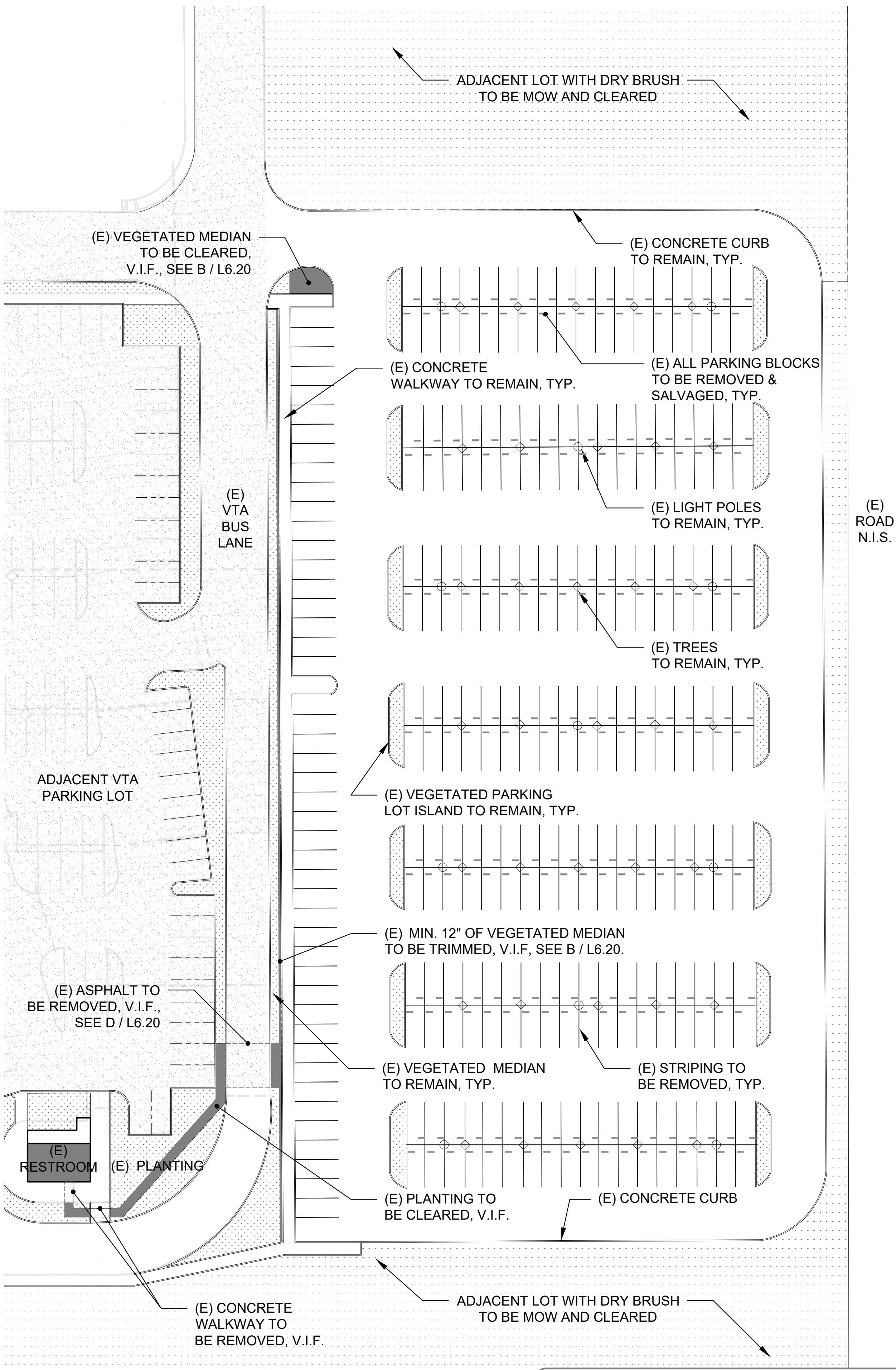
SHEET TITLE:

SHEET NUMBER

L1.20

1. ALL PARKING BLOCKS SHALL BE REMOVED AND SALVAGED FOR VTA TO STORE. CONTRACTOR SHALL REPLACE ALL BROKEN PARKING BLOCKS. CONTRACTOR SHALL DELIVER TO VTA'S DESIRED LOCATION DURING CONSTRUCTION.
2. ALL HOLES FROM REMOVED CONCRETE STOPS SHALL BE FILLED WITH CONCRETE GROUT.
3. EXISTING TREES WITHIN THE PROJECT AREA SHALL BE TRIMMED. PRIOR TO TRIMMING VTA SHALL REVIEW TRIMMING PLANS. NO TREES CAN BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL FROM VTA.
4. EXISTING VEGETATION WITHIN THE PARKING LOT ISLANDS SHALL BE TRIMMED WITH VTA APPROVAL.
5. CONTRACTOR SHALL REMOVE SHRUBS AND DEBRIS.
6. CONTRACTOR SHALL REMOVE TREE LIMBS ON SITE.

	EXISTING ASPHALT TO REMAIN
	EXISTING ASPHALT TO BE REMOVED
	EXISTING CONCRETE WALKWAY TO BE REMOVED
	EXISTING CONCRETE WALKWAY TO REMAIN
	EXISTING PLANTINGS TO BE REMOVED
	EXISTING PLANTINGS TO REMAIN



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REVISED - Exhibit B updated since original posting on 10/28/2022

(B) (E) SITE PLAN
SCALE: 1/32"=1'

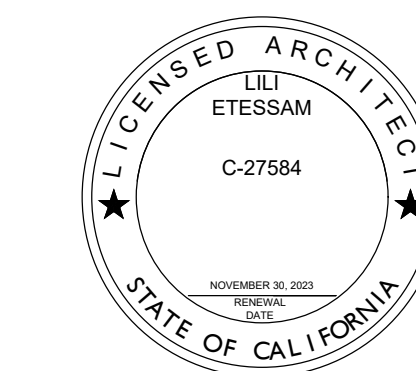
PROJECT TITLE:

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SECTION MANAGER: MASTRODICASA, CHRIS
CPMS ID NUMBER: 10195
SHEET TITLE:

SHEET NUMBER

A PROPOSED SITE ENLARGMENT
SCALE: 1/32"=1'



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SECTION MANAGER:
MASTRODICASA, CHRIS

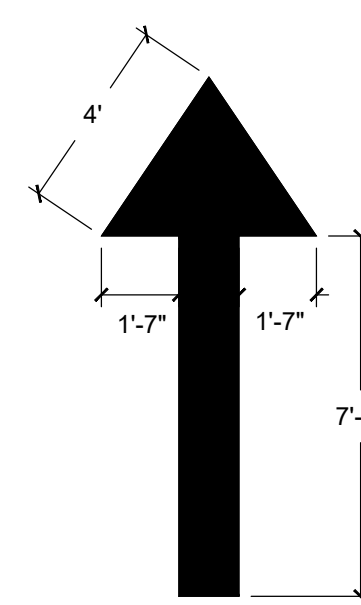
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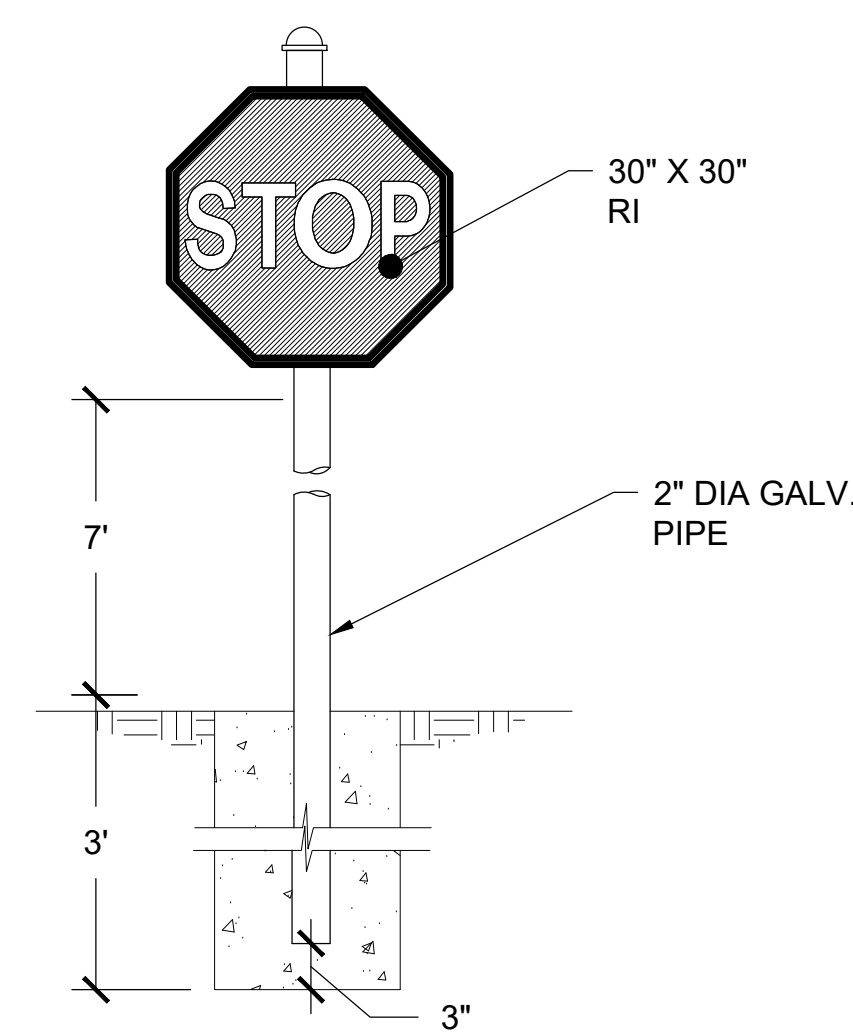
FENCE, GATE SECTION, AND SIGNAGE DETAILS

SHEET NUMBER:

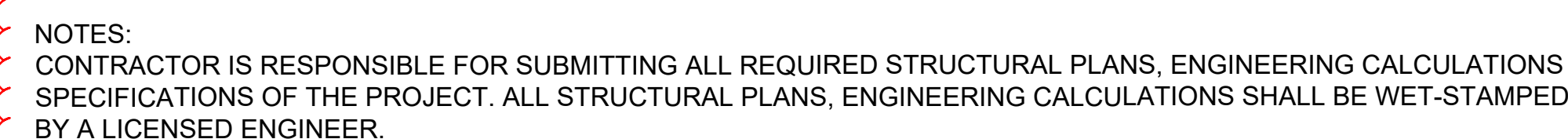
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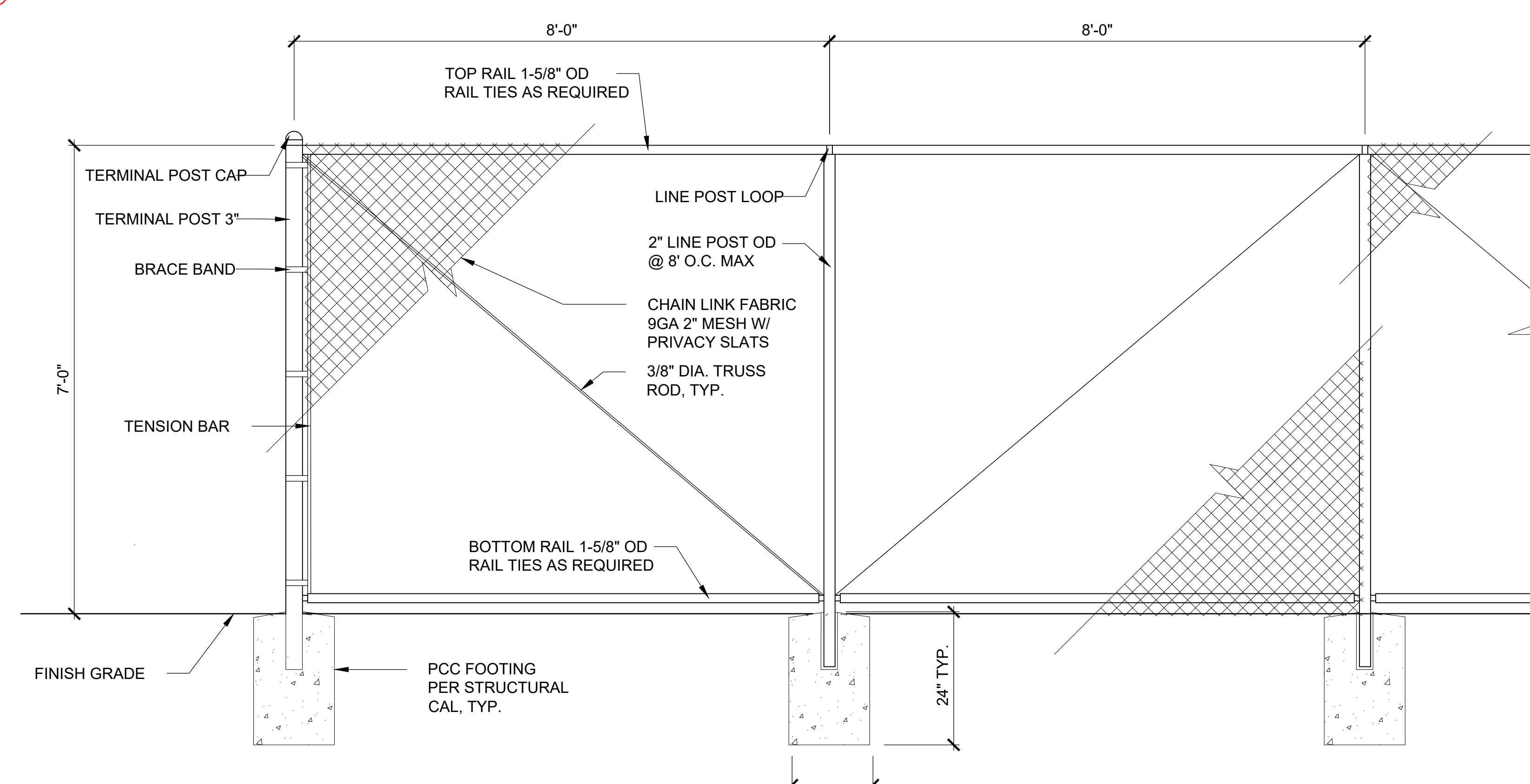
(E) (N) TRAFFIC FLOW ARROW
SCALE: 1/2"=1'



(D) (N) STOP SIGN
SCALE: 1/2"=1'

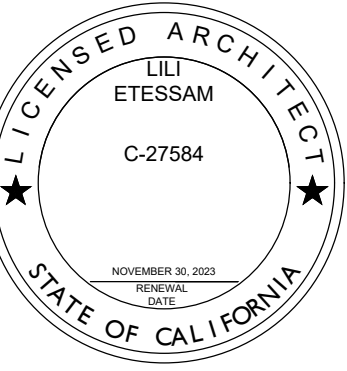


(B) (N) CHAIN LINK VEHICLE GATE
SCALE: 3/4"=1'



(C) (N) CHAIN LINK PEDESTRAIN GATE
SCALE: 3/4"=1'

REVISED - Exhibit B updated since original posting on 10/28/2022



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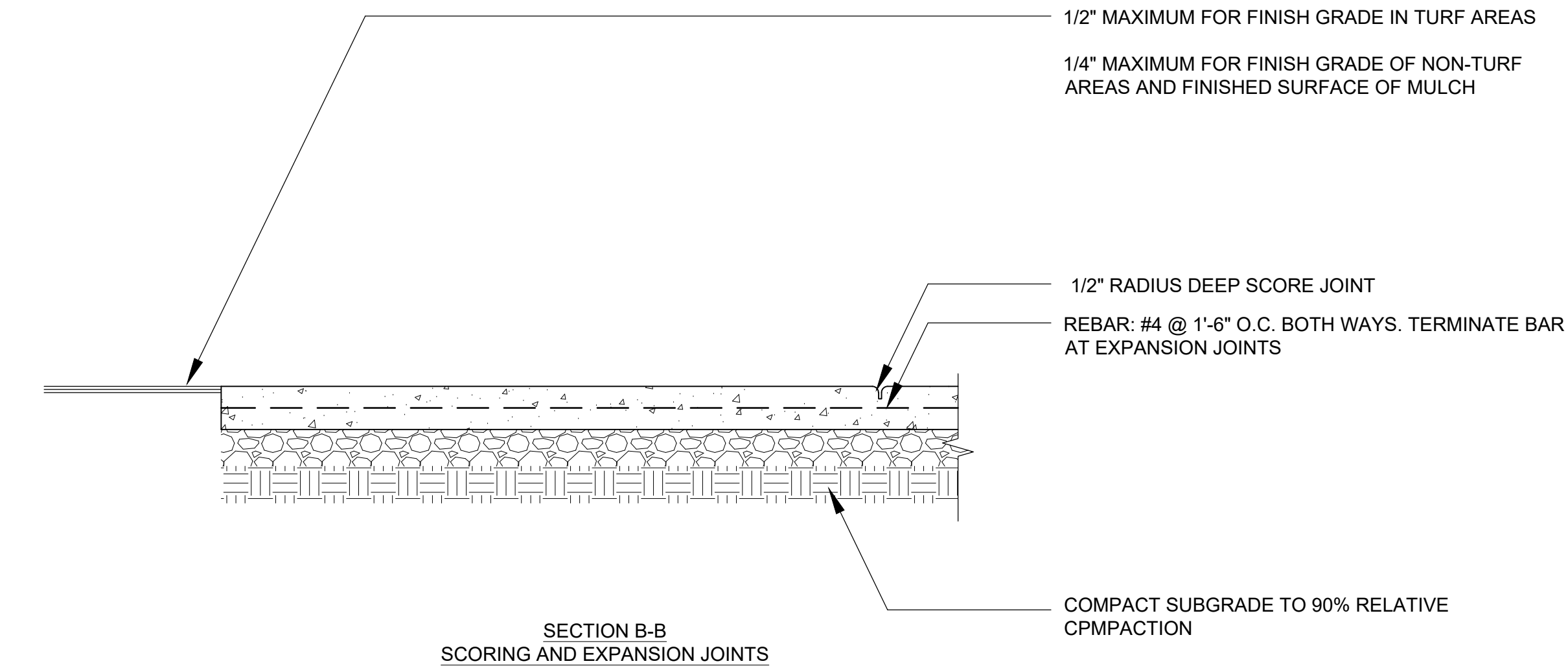
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SECTION MANAGER:
MASTRODICASA, CHRIS

CPMS ID NUMBER:
10195

SHEET TITLE:

SHEET NUMBER: _____



NOTES:

1. COMPACT ALL SUBGRADE WHEN WET OVER OPTIMUM MOISTURE.
2. DRILL & EPOXY DOWEL JOINT INTO EXISTING P.C.C. & GREASE OTHER END TO SET INTO NEW CONCRETE.

NOTE:

1. HOSE BIBB AND HOSE BIBB VACUUM BREAKER MANUFACTURED BY CHAMPION OR APPROVED EQUAL. HOSE BIBB MODEL NO. HB-2F
2. TRACER WIER SHALL BE NO LESS THAN 14 AWG

30"

24"

24"

18"

3/4" GI ELBOW

3/4"x4" GI NIPPLE

BRASS HOSE BIBB

3/4" HOSE BIBB VACUUM BREAKER

3/4" GI PIPE

3/4" GI STRAPS

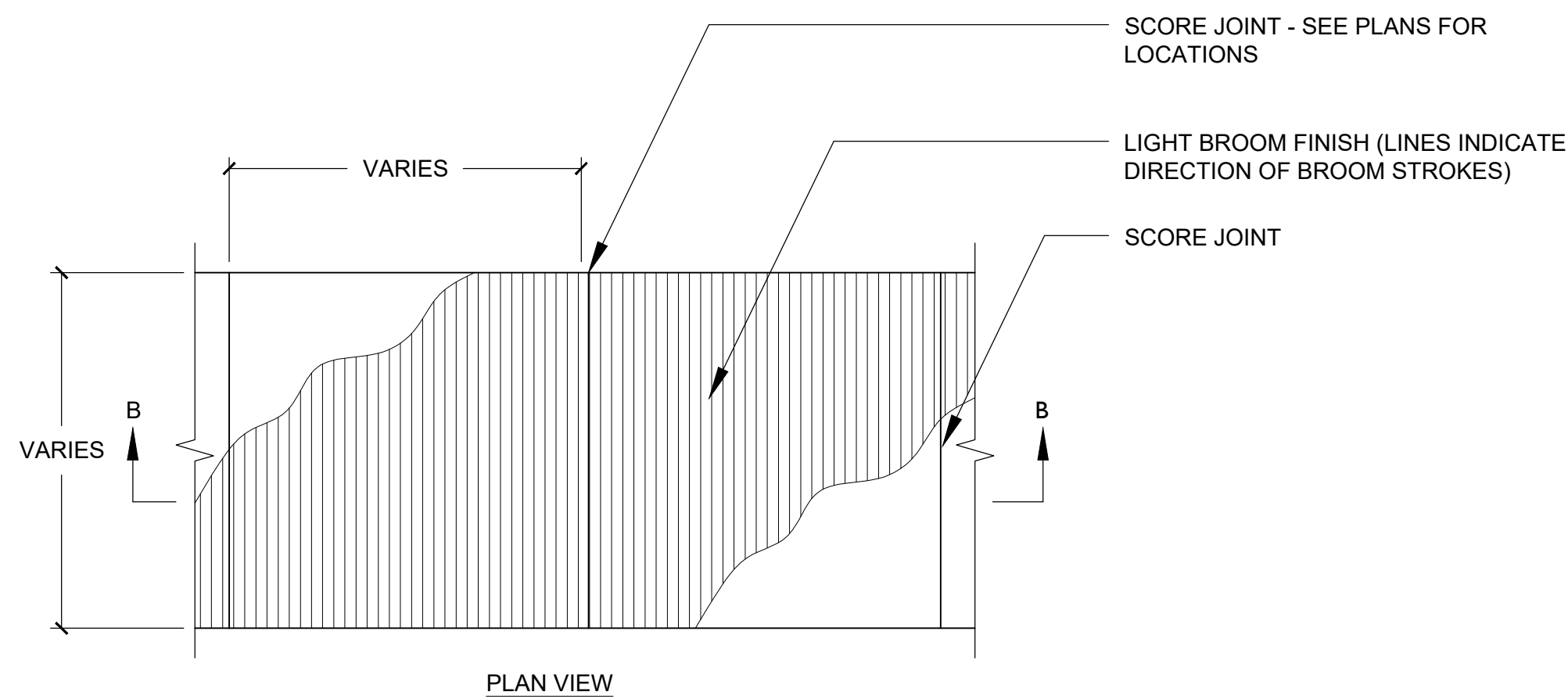
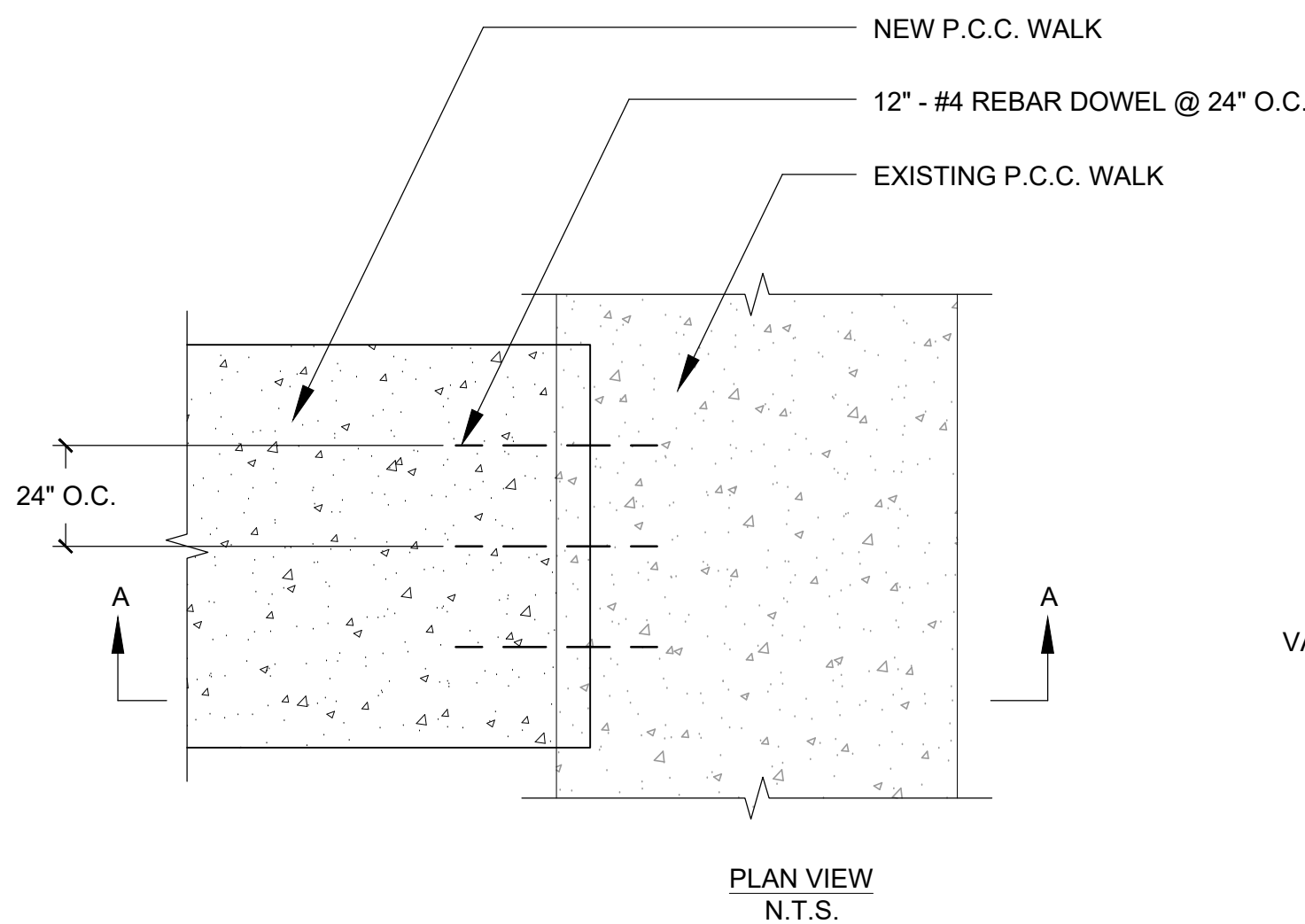
REDWOOD HEADER

GROUND LINE

4"x4" REDWOOD POST (TREATED)

3/4" GI ELBOW

SCH. 80 PVC PIPE, INCLUDE TRACER WIRE



SCALE: NTS

SECTION

IRRIGATION LINE AND ELECTRICAL CONDUIT JOINT TRENCH

24" FOR MAINLINES
18" FOR LATERALS

8"

24" MIN

FINISH GRADE

COMPACTED TOPSOIL

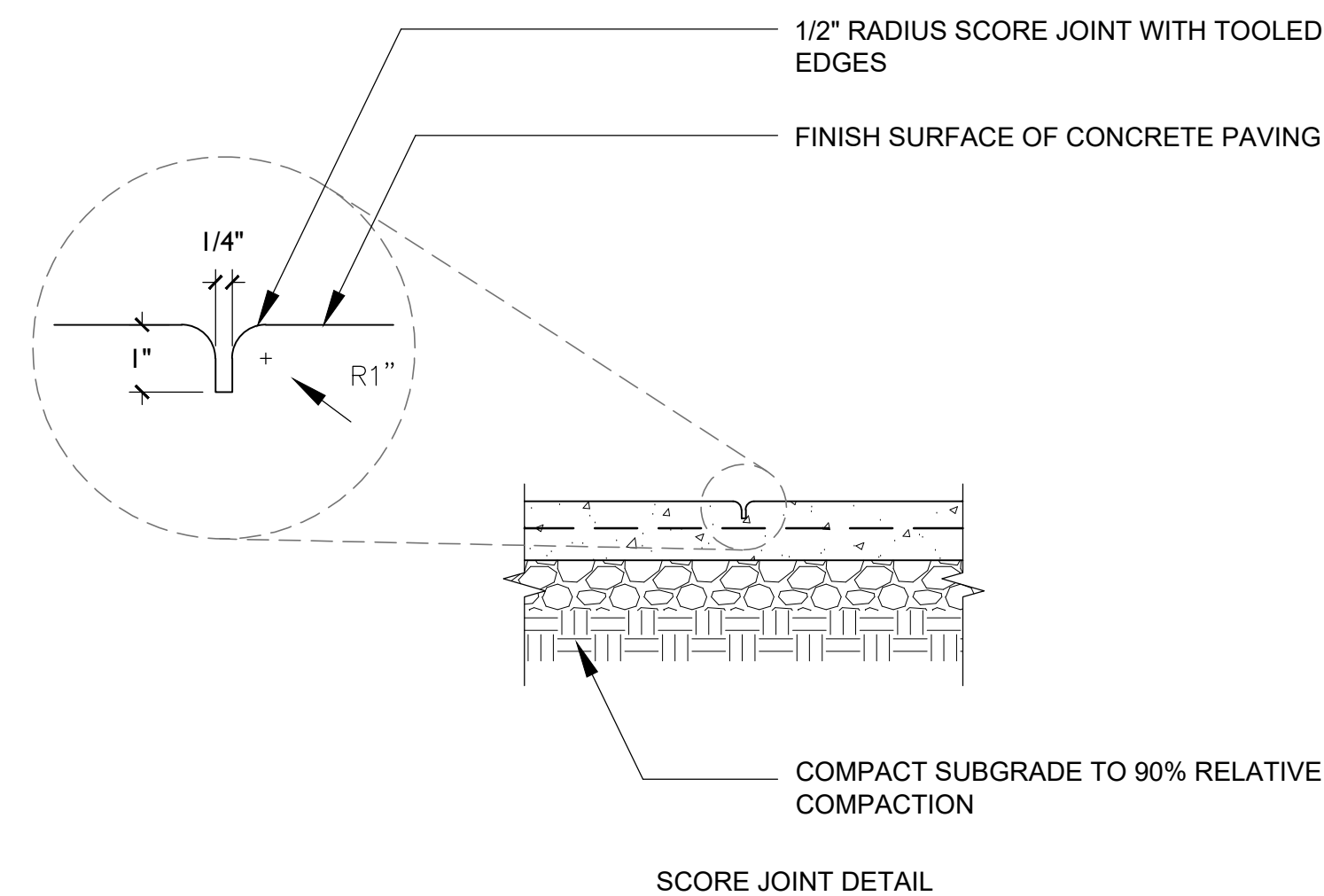
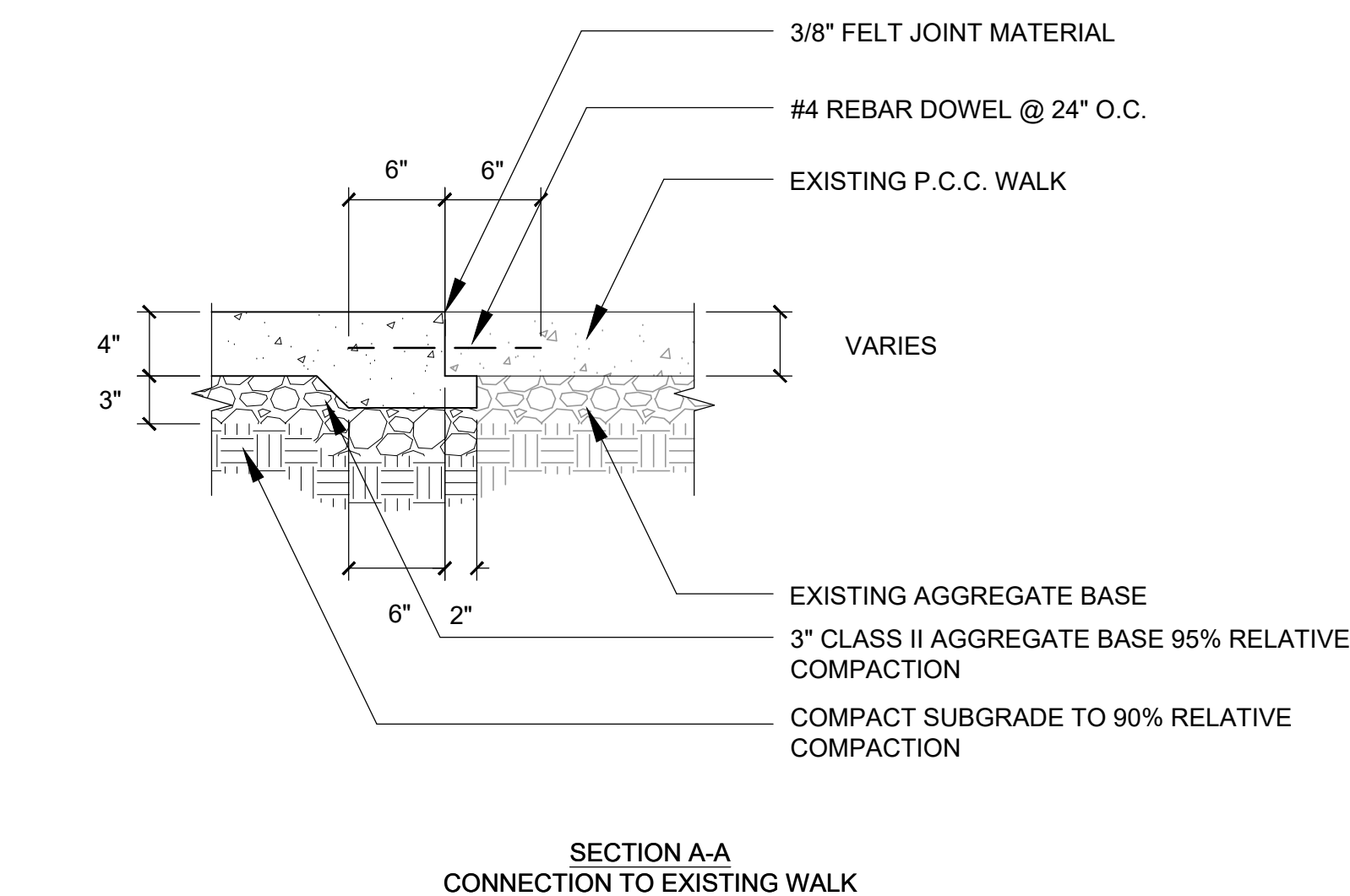
SAND

RED PLASTIC WARNING TAPE
LABELED 'ELECTRICAL' ALONG
ENTIRE LENGTH OF TRENCH
ABOVE ELECTRICAL CONDUIT

ADD 4" TO DEPTH OF SAND
BEDDING IF SOIL IS NOT ROCK
FREE

ELECTRICAL CONDUIT

IRRIGATION LINE

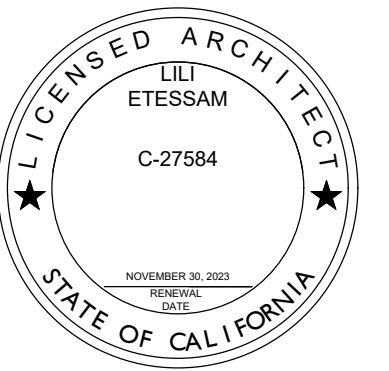


REVISED - Exhibit B updated since original posting on 10/28/2022



CONSTRUCTION NOTES

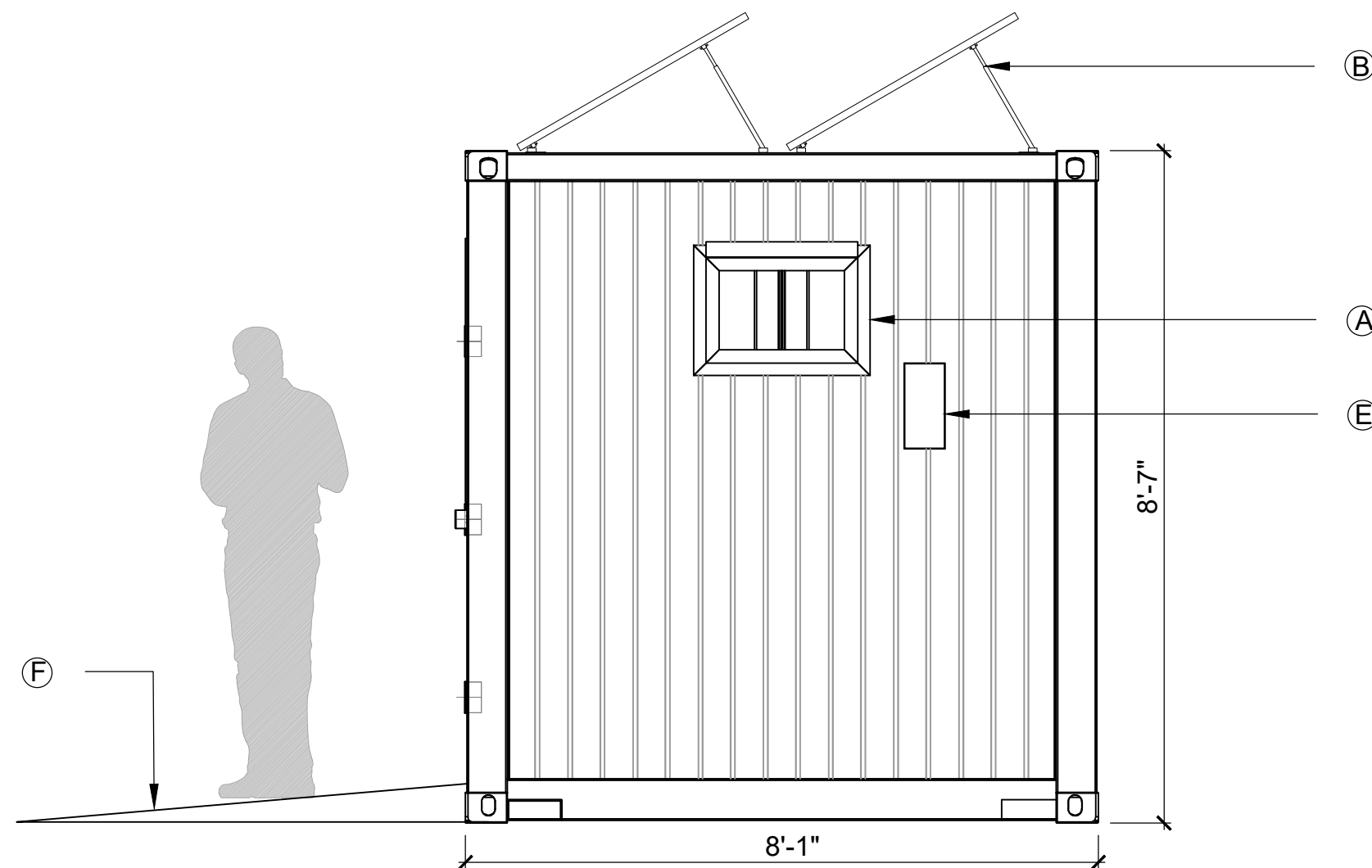
1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VERIFICATION OF LOCATIONS OF ALL UTILITIES ON THE JOB SITE. PLANS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.
2. ALL WORK AND MATERIAL SHALL COMPLY WITH THE LATEST RULES, CODES, AND REGULATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - A. 2019 CALIFORNIA BUILDING CODE
 - B. OCCUPATIONAL SAFETY & HEALTH ACT STANDARDS (OSHA)
 - C. ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS REGULATIONS
3. CONTRACTOR TO OBTAIN NO FEE BUILDING PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS.
4. CONTRACTOR TO OBTAIN VTA CONSTRUCTION ACCESS PERMIT (CAP) CALL: 408-321-5856 OR EMAIL: PERMITS@VTA.ORG
5. NO DIGGING SHALL START UNTIL USA UTILITY MARKING HAS OCCURRED AND CONTRACTOR HAS REVIEWED UTILITIES WITH VTA.
6. CONTRACTOR SHALL REFER TO SPECIFICATION SECTION 129300 FOR PRODUCT DETAILS
7. CONTRACTOR SHALL ENSURE THE CONTAINER IS LEVELED. ALL DAMAGE DONE BY CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER.
8. THIS FACILITY IS NOT ADA COMPLIANT AND WHERE ADA APPROPRIATE FACILITIES ARE LOCATED.
9. SOLAR PANELS - REVIEW OF DETAILED ATTACHMENTS AND REVIEW/VERIFY UL RATINGS ON JOB SITE DURING CONSTRUCTION, EIGHT BATTERIES AND INVERTER SHALL BE SUPPLIED AND VERIFIED IN FIELD.
10. CONEX BOX: REVIEW OF RAMP, VENTILATION AND EMERGENCY EXIT SIGNS ON JOBSITE DURING CONSTRUCTION.



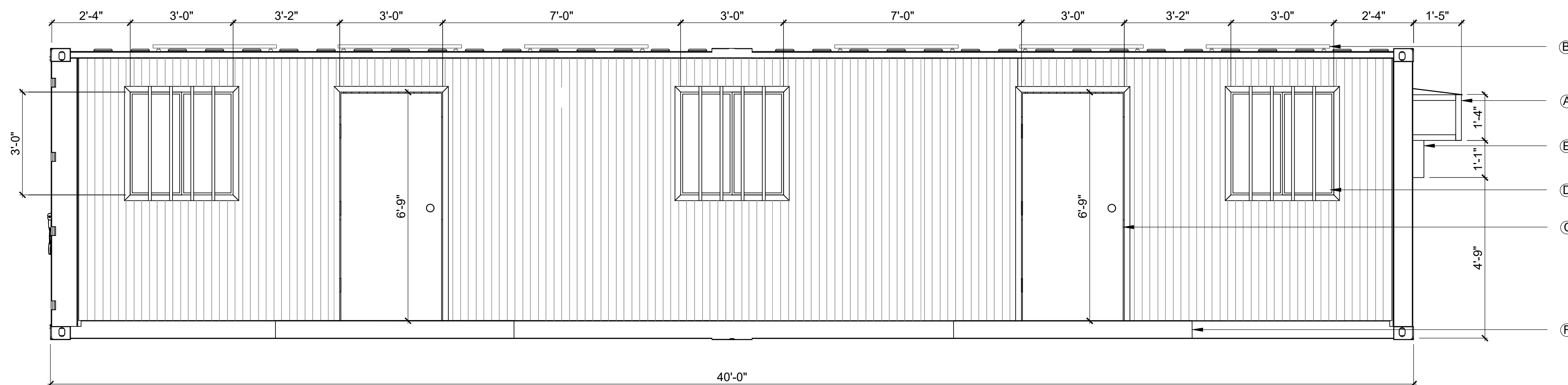
MATT CANO
DIRECTOR OF PUBLIC WORKS

PROJECT TITLE:

SANTA TERESA
SAFE PARKING



- (A) (2) 8000 BTU AC/HEAT UNITS, PER MANUFACTURER PRODUCT DETAILS, TYP
- (B) MOD SOLAR PANEL 2300W - SOLAR PANEL SYSTEM 12 PANEL 8 BATTERIES AND INVERTER 48 VOLT SYSTEM, PER MANUFACTURER PRODUCT DETAILS, TYP
- (C) (2) 36" X 80" MAN DOORS, PER MANUFACTURER PRODUCT DETAILS, TYP.
- (D) 36" X 36" DUAL PANE VINYL WINDOWS, PER MANUFACTURER PRODUCT DETAILS, TYP.
- (E) ELECTRICAL (IN WALL): 5 CIRCUITS, (4) 4FT LED LIGHT FIXTURES, (6) RECEPTACLES, 125A LOAD CENTER, PER MANUFACTURER PRODUCT DETAILS, TYP.
- (F) (2) 6' LONG X7' WIDE CONEX STEEL RAMP, CONTRACTOR TO V.I.F AND MATCH END OF RAMP TO EXISTING GRADE, TYP.



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REVISED - Exhibit B updated since original posting on 10/28/2022.

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SECTION MANAGER:	MASTRODICASA, CHRIS
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CPMS ID NUMBER:
10195

SHEET TITLE:

CONEX BOX ELEVATION AND DETAILS

SHEET NUMBER:

L6.30



MATT CANO
DIRECTOR OF PUBLIC WORKS

PROJECT TITLE:

SANTA TERESA
SAFE PARKING

[illegible]

REV	DATE	REASON FOR ISSUE
SCALE:		DRAWN BY:
DATE:		CHECKED BY:

SECTION MANAGER:
MASTRODICASA, CHRIS

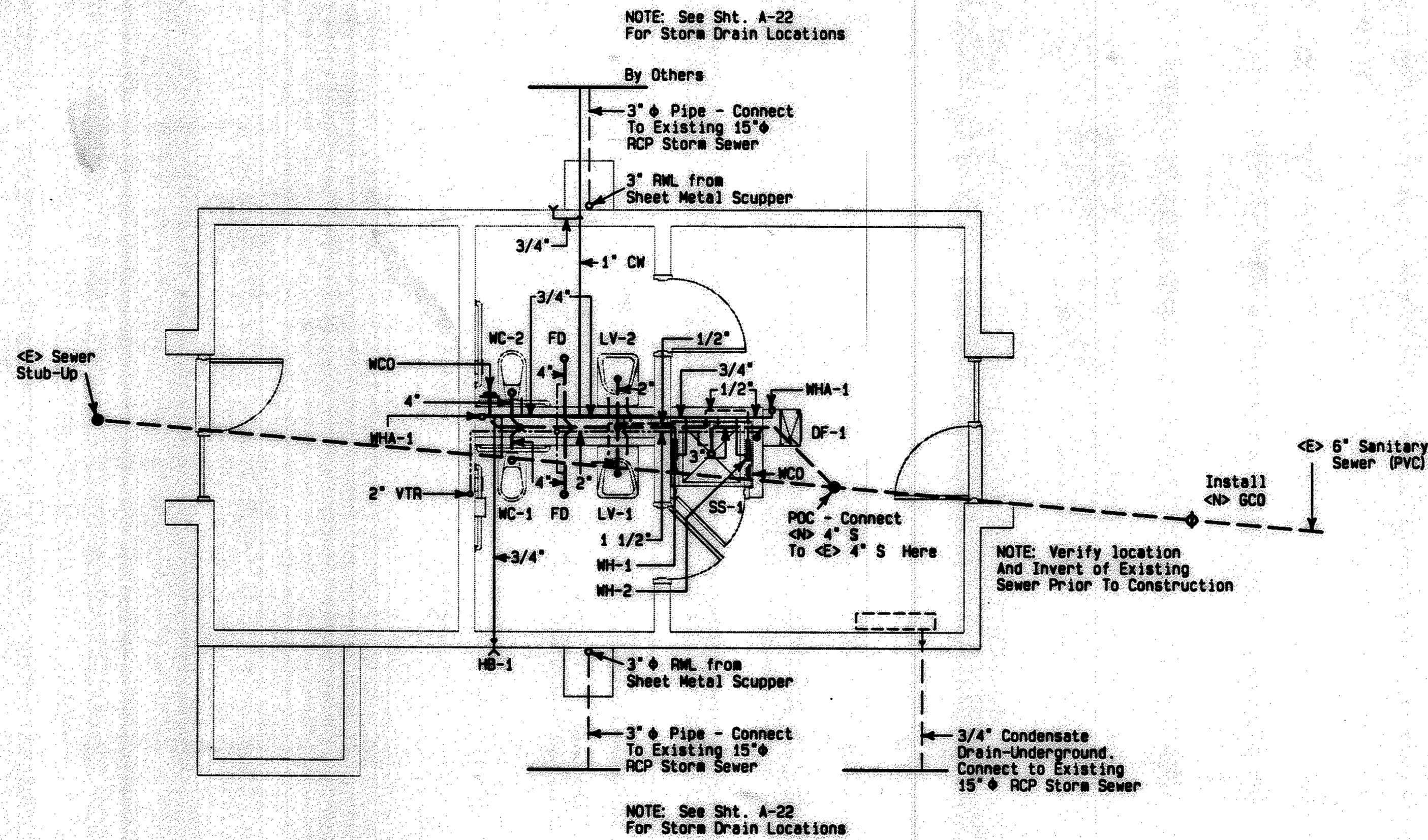
CPMS ID NUMBER:
10195

SHEET TITLE:

VTA FACILITY AS BUILT DRAWING

SHEET NUMBER:

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DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

REVISED - Exhibit B updated since original posting on 10/28/2022

EXHIBIT C

Operations Plan of Safe Parking Program

OPERATIONS MANUAL

PURPOSE

The purpose of the Safe Parking Operations Manual is to outline operational details, screening processes, participant rules, regulations and enforcement, provision of services, and use of VTA facilities. All operational guidelines outlined in this document will be followed and implemented by the onsite operator, LifeMoves. Additionally, a program agreement will be signed by each Safe Parking participant outlining behavioral and programmatic guidelines.

I. PROGRAM COORDINATION

A. Convening and Planning

- i. City Staff will conduct initial site visit with site operator and Public Works.
- ii. City staff will conduct inspection with the San José Fire Department.
- iii. City staff will coordinate pre-construction meetings with VTA.

B. Site Preparation

- i. City staff and site operator will establish initial vehicle layout within VTA lot.
- ii. City staff and site operator will ensure access to basic facilities and determine the coordination of community partners/vendors to provide basic facility services (bathrooms, showers, water, internet, grey water disposal services etc.)
- iii. City staff will ensure program access to site resources (office, storage, community area etc.)
- iv. City staff will determine appropriate location of site operators' signage.

C. Community engagement and Communication

- i. Prior to the start of the program, the City staff and site operator will host community meetings with nearby businesses and residents to provide information and answer questions. The Housing Department will do this in coordination with the City Council office to ensure we are effectively reaching the correct stakeholders.
- ii. The City will notify VTA in advance of any community engagement meetings.
- iii. Outreach:
 1. Site operator to connect with local service providers (San José Police Department, other Safe Parking and outreach providers, etc.) to inform them of the program.
 2. Site operator to physically connect with potential participants in close proximity to the location, as well as other targeted areas as directed by the City.

3. Site operator to engage with potential participants about the program and educate on the program and its requirements.
4. Site operator to generate an interested parties list.
5. The Housing Department will provide the community with the Safe Parking phone number (408) 793-6827 and email safe.parking@sanjoseca.gov. The City will respond to community inquiries within 24 hours.
6. The Housing Department will facilitate monthly Community Advisory Meetings in coordination with the Council office. Participants will include key neighborhood members, Beautify SJ, San José Police Department, Department of Transportation, VTA, nearby businesses, site operator and any other pertinent stakeholders.
7. The site operator will meet and review the status and progress of the program with the City on a monthly basis to discuss lessons learned and to revise any policies and procedures as necessary.

II. PROGRAM OPERATIONS

A. Site Control

- i. All program participants will be required to display their parking permit at all times. This will be monitored by the site operator and security.
- ii. The site will be staffed 24 hours a day, 7 days a week, 365 days a year.
- iii. The program is by referral only, with no access to those driving up to the site.
- iv. Privacy fencing of seven (7) feet in height will be installed at City expense.
- v. Site operator will ensure that VTA Operations/Facilities staff/contractors can access the site when needed to perform VTA maintenance activities.

B. Staffing

- i. LifeMoves Staff Contact Information:
 1. Isabella Karabed (Senior Director of Outreach Initiatives) - 408-396-0725 (ikarabed@lifemoves.org)
 2. Program Director – TBD
 3. Case Manager – TBD
 4. Any changes to LifeMoves or security staffing must be relayed to VTA.

C. Security

- i. Evening security onsite from 12:30am – 8:00am will be managed by site operator.
- ii. Onsite security will be responsible for addressing loitering, trespassing, monitoring ingress and egress, and fire watch inside of the Safe Parking designated area. Security will be posted at the main gate entrance checking participants in and out.
- iii. In the event of an emergency, security or staff will dial 911.
- iv. Site operator will submit all incident reports to the City of San José within 24 hours.
- v. The City of San José will share incident reports monthly with VTA but will exclude any identifying participant information.

D. Suspensions

- i. Site operator will communicate to City all participant suspensions.
- ii. If there are issues related to a violent incident site operator will alert the City.

E. Eligibility and Enrollment

The program is available to homeless individuals and couples who are residing in recreational vehicles (RVs) as their primary residence. For the purposes of the Safe Parking Program, an RV is defined as a camp trailer, a fifth wheel travel trailer, a house car, a trailer, a trailer coach, a mobile home, a park trailer, a recreational vehicle, or a truck camper as defined by applicable sections of the California Health and Safety Code the California Vehicle Code, and which are designed for human habitation or occupancy or designed and used for recreational camping or travel use, whether self-propelled or mounted on or drawn by another vehicle.

To be eligible for the program, at least one member of the household must have a valid state driver's license.

RVs must:

1. Be owned or leased by one or more of its residents or have written authorization from the owner for use of the vehicle.
2. Be in safe and operable condition so that it can drive in a legal manner.
3. Have a current, valid vehicle registration and minimum state required insurance; site operator will work with potential participants prior to them moving into the lot to ensure they have valid registration.

The program participants are required to show proof of a recent (within the past 6 months) negative TB- PPD test within 2 weeks of program entry. Participants will be referred to a free TB testing provider for their convenience. Proof of TB test does not limit enrollment.

F. Prioritization

Participants residing near the VTA lot will be prioritized for placement pursuant to City of San José's policies/guidelines. RV residents will be admitted to the Safe Parking site in the following order of priority:

1. Individuals with a disability under the Americans with Disability Act.
2. Seniors (60+).
3. Individuals who are Veterans.
4. Households with other special circumstances as identified by the site operator Case Manager.
5. According to the order in which participant is approved to participate in the program.

G. Enrollment Procedures

- i. Individuals/Households interested in the Safe Parking Program can apply by submitting a pre-application to the Safe Parking Case Workers and Program Director.

- ii. Applicants for the Safe Parking Program will need to participate in an interview(s) for initial screening and verification of eligibility by a site operator Case Worker(s).
- iii. If approved, the Safe Parking Program Participant will be issued an RV Safe Parking Permit and may be assigned a space at the Safe Parking Site.
- iv. Approval for participation in the program is for a 90-day period with options to renew if participant follows the Safe Parking Rules and Regulations.
- v. If applicant is approved for the Safe Parking Program, a site operator Case Worker will schedule an appointment with the applicant and their household members to provide orientation to the Safe Parking Program and complete enrollment intake paperwork.
- vi. As part of intake enrollment process, all participants will sign a program agreement that will be stored in the participant's file and available to the City of San José upon request.
- vii. Participants of the Safe Parking program must abide by VTA rules and regulations when in the station area.
- viii. Goal of the program is to transition to permanent housing.
- ix. All participants will have a housing plan.

H. Assigned Parking

- i. Only one parking space will be issued per RV.
- ii. Parking permit will not be issued for additional vehicles/equipment owned by the RV resident.
- iii. Only one registered RV and one registered car are allowed on site; all other vehicles and equipment are prohibited.
- iv. The RV and car must be parked in its assigned space.
- v. Permission to use the assigned space is not assignable or transferable.
- vi. The speed limit on the site is 5 mph.

I. Personal Space

- i. Participants may not enter another participant's vehicle.
- ii. All personal items should be properly stored inside the vehicle.
- iii. Any equipment which must be stored outside of the vehicle, must be stored inside the white parking lines of assigned parking space.
- iv. Site operator will monitor to ensure there is no hoarding of personal belongings and items are stored inside the vehicle.
- v. No items shall be stored on top of the vehicle.
- vi. Failure to maintain reasonable cleanliness of parking area may be grounds for program termination.
- vii. All trash must be properly disposed of in the provided trash cans.
- viii. Proper hygiene must always be maintained. Urinating and certain grooming must be done in the bathroom.

- ix. Program participants may NOT wash their vehicles or conduct any vehicle maintenance on the property. Site operator will provide vouchers to wash their vehicles as necessary and based on availability.
- x. Site operator will encourage all participants to maintain and ensure vehicles are well kept and in operable condition.
- xi. Site operator will provide assistance to complete repairs as necessary and based on availability.
- xii. Tents are not allowed at the site. Participants are required to sleep in their own RV.

J. Visiting Hours

- i. Visitors will only be approved by the site operator Case Worker and Program Director on a case-by-case basis.
- ii. Visiting hours are 7:00am to 6:00pm.
- iii. Maximum of two visitors per household at a time.
- iv. All visitors are required to check in with site operator and sign in and out.
- v. No overnight visitors without prior approval from a Case Worker.
- vi. Visitors will be instructed to park in a designated area with signage and obtain a visitor pass.

K. Pets

- i. Pets must be kept on a leash when outside of participant's RV.
- ii. Participants are responsible to use designated pet areas and clean up after their pets.
- iii. Participants are responsible for providing required proof of vaccination including but not limited to rabies vaccination.
- iv. Participants must adhere to all site operator pet policies.

L. RV Removal

- i. The City of San José will be responsible for removing all RVs within 72 hours that are abandoned or whose permission to remain on the site has expired.
- ii. The City will tag and notice any RV or vehicle that is abandoned or no longer allowed to stay onsite.
- iii. The City will work with procured tow vendors to have vehicles removed.

III. SAFETY PROCEDURES AND PRECAUTIONS

The City of San José Housing Department will work with site operator to address all service calls and/or complaints. All law enforcement matters will be directed to appropriate authorities. The San José Police Department has local jurisdiction over the site. In order to ensure the site is operated in a safe manner, the following safety measures will be implemented:

A. Inspections by City Personnel:

The City's Housing Department building inspectors and San José Fire Department will conduct a site inspection prior to start of program operations and will provide site requirements to meet

applicable ordinances. Periodic inspections may occur with notice to the site operator.

B. The City's Fire Department requires the following safety protocols:

- i. Each RV should have a smoke detector, Carbon Monoxide detector and portable fire extinguisher; this will be provided by site operator upon enrolling into the program, if needed.
- ii. Replacement fuel storage cannot be provided on site.
- iii. Provide RV's adaptors as needed.
- iv. Site operator will ensure no fires are created or used for cooking.
- v. RVs shall not have any leaking fluids. Staff will conduct visual inspections during daily "shift walks". If staff notices any leaking, they shall utilize a spill kit or call the San José Fire Department as needed.
- vi. Site operator shall keep a spill kit and fire extinguishers on site at all times.

C. Staff Inspections:

- i. Site operator will respect the privacy of the participants' vehicles. However, if a legal or health or safety concern is brought to the attention of site operator, it will be discussed with the participants involved to correct the activities that may be causing or leading to these concerns.
- ii. Site operator will work closely with the participant to conduct interventions to mitigate any health or safety issues.
- iii. In the event of a suspected crime, site operator will contact the San José Police Department to conduct a search in the RV.

D. Emergency Procedures

- i. Staff will call 9-1-1 if necessary.
- ii. If it is necessary to evacuate the facility/lot, participants will be directed to follow the evacuation route directions.
- iii. Any evacuation must be reported to the VTA Operations Control Center.

E. Illness/Contagious Infections

- i. All participants and staff must comply with public health directions and protocols issued by the local, county, state, and federal government.
- ii. To protect the safety of all program participants, anyone with a contagious illness such as active TB, COVID-19, chicken pox, pink eye, lice, scabies etc., must communicate with their Case Worker in order to get the proper treatment. Participants with latent Tuberculosis must be under INH regimen to stay in the program.

F. Smoking

- i. All cigarettes must be properly disposed of in a provided dispenser for cigarettes.
- ii. Participants will be strictly prohibited from smoking anywhere except the designated smoking area.
- iii. Smoking inside RVs/vehicles, especially, will be grounds for warning/program termination.

IV. MAINTENANCE AND UPKEEP

G. Repairs and Maintenance

- i. Any damage to VTA property outside the City or site operator's scope must be notified to VTA within 24 hours.
- ii. The City/site operator is responsible for repairing any damage caused by participants.
- iii. Site operator and/or security will conduct daily walkthroughs of parking lot, including the perimeter of the area.
- iv. If a maintenance need involving fencing, portable toilets, or site infrastructure is found, site operator will contact City staff immediately.

H. Property Storage

- i. Personal items may be taken out of vehicles while people are moving about the site, but all belongings must be stored inside vehicles when people go to sleep each night.
- ii. No tents or other structures are allowed.
- iii. Staff will monitor participants to ensure there is no hoarding and that proper distance between each RV is maintained at all times.

I. Landscaping

- i. Prior to any work onsite or the program starting, the City will visually inspect and catalog the landscaping and irrigation onsite documenting the condition of the site prior to occupation.
- ii. Once the program is operating, the site operator will conduct daily site inspections.
- iii. If any landscaping material dies or becomes damaged, the site operator will notify City of San José and VTA, who will determine who should remove it.
- iv. All landscaping must be consistent with the VTA Sustainable Landscaping Policy and will be conducted by VTA.

J. Trash Management

- i. Trash receptacles will be provided by the City of San José.
- ii. Site operator must ensure trash and litter is properly disposed of and no accumulation of trash occurs or overflow of containers.
- iii. Trash will be picked up on a weekly basis.
- iv. Litter and trash removal inside the Safe Parking area will be managed by the City.

K. Storm Water Management

- i. Site operator will comply with all license agreement policies as set forth in Exhibit C.
- ii. Staff will ensure that there are no spills/leaks/discharges to the RV's and that spill kits are onsite at all times.
- iii. A fabric filter should be added to the storm drains to prevent extra trash and debris from entering the drain inlets.

- iv. City should ensure secondary containment is provided under portable restrooms to catch any overflow.

L. Sewage and Wastewater

- i. No dumping of sewage or other wastewater is allowed anywhere on or about the site.
- ii. Gray and black water must be disposed of at an authorized site or by an authorized provider.
- iii. Assistance with grey water disposal vouchers will be provided for program participants as needed.

V. PROGRAM AMENITIES

A. Laundry

- i. Program participants are prohibited from washing and/or hanging their laundry anywhere on the site, inside of the portable restrooms, or outside of vehicles.
- ii. Shower and laundry services may be arranged by site operator based on availability.

B. Food

- i. Site operator will provide food to participants depending on availability.
- ii. If food preparation occurs on site, it will comply with Santa Clara County standards for food preparation and serving.

C. Portable Restrooms and Hand Washing Stations

- i. Participants will have access to restrooms and hand-washing stations.
- ii. Restrooms and hand-washing stations will be cleaned daily.

VI. SURROUNDING NEIGHBORHOOD

A. Neighborhood/Community concerns

- i. For emergencies, contact 911/311
- ii. For questions about the Safe Parking Program, the public may contact:
 - Safe Parking Hotline – 408-793-6827 (voicemail only)
 - safe.parking@sanjoseca.gov
- iii. All other concerns/questions, contact Housing Department staff Stephanie Jimenez at stephanie.jimenez@sanjoseca.gov or 408-489-0717.
- iv. Concerns will be addressed the same business day between the hours of 8am and 5pm.

B. Quiet Hours

- i. Quiet hours start daily at 10:00pm and end at 7:00am.

- ii. Site operator and/or security will be available and present in the parking lot during quiet hours.
- iii. All participants should be inside or near their vehicles by 10:00pm.
- iv. Participants should not be loitering outside of the gates after 10:00pm.

EXHIBIT D

License Conditions for all VTA Licensees

Last revised: 11-12-18

In accordance with Phase 2 Non-Traditional MS4 Permit Requirements

Licensees shall ensure the protection of stormwater quality on VTA property at all times. At a minimum, Licensees shall comply with the below VTA stormwater requirements, and shall implement Best Management Practices (BMPs) in accordance with local City ordinances and California Stormwater Quality Association (CASQA) guidelines. All BMPs installed shall be inspected weekly, at a minimum, and maintained in fully functioning condition for the duration of the Licensee's term.

VTA inspectors will periodically check Licensee facilities for compliance with stormwater requirements and identify any deficiencies with the below-outlined requirements. Licensees shall correct deficiencies as soon as possible, as and no later than within 10-days of notice by VTA/municipal inspector or prior to the onset of rain. For any compliance issues or questions, contact the VTA Customer Service at **(408) 321-2300** or your VTA real estate contact.

Specific requirements are as follows:

Protection of Storm Drain Facilities and Creeks:

Locate and document where storm drains are present, including offsite storm drains within 100 feet of the site. No debris, silt, bark, sediment, sawdust, rubbish, trash, oil or grease, or other undesirable material may be placed in or around a storm drainage flow line, storm drains, or where it may be washed or blown into a storm drainage facility or creek. Do not dump anything down the storm drain. Perform drain inlet clean-out annually, prior to the wet season (September is preferred), if sediment, trash, or debris is observed on site or in sites storm drains. Install drain inlet protection (inserts, gravel bags, mats, etc.) to protect drains from trash, sediment, and pollutants, while still allowing drainage for the site. Maintain drain inlet protection as needed: remove landscaping debris, trash, etc. If site drains directly to an open waterway ensure that no trash or debris is discharged to such waters, including pollutants from potential homeless encampments. Licensees conducting construction activity or storage shall provide VTA with a copy of the SWPPP that includes the leased area, or a VTA Erosion and Sediment Control Action Plan Element (ESCAPE) if construction is less than one acre.

Illicit Discharge Detection and Elimination:

Only clean rainwater is authorized to enter the storm drain. No discharge of any liquids other than clean stormwater is permitted. Look for evidence of illegal discharges/public dumping of liquid or solid waste, spills, sediment, trash, or contaminated material (e.g., oily stained sediments with sheen), illicit connections such as sanitary waste near storm drain inlets and flow paths.-Notify VTA Customer Service at **(408) 321-2300 immediately** if any of these are encountered or witnessed by Licensee.

Identify, check, and maintain equipment that may leak. Place a spill kit on site if site is used for construction activity and/or storage, for long-term or short-term chemical storage, paint storage, or battery recycling, or for any other activity that may cause potential spills. Ensure site users are trained on spill kit use and spill response. Use dry methods, such as drop cloths or drip pans, for spill response.

In case of emergencies, please call 911 to report the incident.

Material Handling and Trash Management:

Remove trash and litter regularly and dispose of properly offsite. Debris and trash containers shall be upright, watertight, and covered at all times to minimize direct precipitation and prevent rainfall from entering the containers. Trash service shall be provided by Licensee in a timely fashion, so debris and trash do not accumulate on the premises or overflow from containers. If trash is observed on site or within site's storm drain, street sweeping will be performed two times per month, at minimum.

Chemical Storage/Housekeeping:

Any chemicals stored on site shall be clearly labeled, stored within secondary containment capable of containing the full amount of material in the container in case of a leak, and protected from precipitation run-on and run-off with covers at all times. Material Safety Data Sheets (MSDS) shall be posted on the premises for any chemicals stored, and spill kits shall be provided by Licensee that are adequate to clean up the quantity of chemical stored. When transferring paint, hazardous material and other liquids, do so far from storm drain inlets.

Tracking and Sediment Control:

Access to and from the site shall be accomplished in a safe manner that does not track sediment from the site onto paved surfaces. Street sweeping services shall be provided by Licensee as necessary depending on Licensee's operations, so litter and sediment from the site do not accumulate on the Property and are not tracked off the site. If Licensee provide special event parking on a dirt lot, street sweeping will be provided by lessee immediately after every event. Licensee may also be required to install BMPs such as stabilized rock entrance/exits, gravel/stabilized roadways, and gravel/stabilized staging areas to achieve this requirement at VTA's discretion.

If exposed soils are present and turbid stormwater could potentially leave the site controlled by Licensee, drain inlet protection and or perimeter control (such as silt fence, fiber rolls, gravel bags, sandbags, and/or check dams) will be installed by the Licensee within the site and/or at the site perimeter to prevent the discharge of turbid/silty water. Stockpiles shall be covered and have perimeter controls installed.

VTA shall determine whether barriers installed by Licensee are adequate. Water discharging from the site should not exceed a turbidity of 250 Nephelometric Turbidity Units (NTU), and if sampling by VTA inspectors indicates and exceedance, additional measures shall be taken by Licensee's.

Please refer to the **VTA Licensee Stormwater Awareness Trifold** for additional guidance.

If you have any stormwater compliance issues or questions, contact the VTA Customer Service at **(408) 321-2300** or your VTA real estate contact.

EXHIBIT E

INSURANCE REQUIREMENTS

LICENSEE’S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT LICENSEES CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS LICENSE.

INSURANCE (Required for ALL contracts)

Without limiting the Licensee’s obligation to indemnify and hold harmless VTA, the Licensee must procure and maintain for the duration of the License insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee’s occupancy of the licensed premises. The cost of such insurance must be borne by the Licensee. The Licensee must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. MINIMUM SCOPE OF INSURANCE

Coverage must be at least as broad as

1. Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
2. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 “any auto.” Auto Liability written on a “claims-made” basis is not acceptable.
3. Workers’ Compensation insurance as required by the Labor Code of the State of California and Employer’s Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

1. Licensee must maintain limits no less than
 - a. General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage
 - c. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
2. Notwithstanding any language in this License to the contrary, if Licensee carries insurance limits exceeding the minima stated in Section B.1. (a)-(d), immediately above, such greater limits will apply to this License.

C. SELF-INSURED RETENTION

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Licensee is a publicly traded company) must be declared to and approved by VTA. If Licensee is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Licensee must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Licensee's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require Licensee to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Licensee to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Licensee. Licensee may request execution of a nondisclosure agreement prior to submission of financial reports.

D. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that

- 1. The policy retroactive date must be no later than the date of this License.
- 2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Licensee must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended

reporting provision must cover at least two (2) years.

3. No prior acts exclusion may be added to the policy during the License period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. OTHER INSURANCE PROVISIONS

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of premises licensed to, occupied or used by the Licensee. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Coverage must state that the Licensee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

- a. Licensee must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from the licensed premises.
- b. Licensee's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to Licensee's insurance. Licensee's insurance must not seek contribution from VTA's insurance program

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this License are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this License, VTA reserves the rights to require the Applicant to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

F. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

G. CERTIFICATES OF INSURANCE

Licensee must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The Licensee must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to real.estate@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required herein, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San José, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA License number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the License Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may

be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Licensee receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Licensee must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced

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