

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE SANTA
CLARA VALLEY WATER DISTRICT TO ADDRESS UNHOUSED
ENCAMPMENTS TO SUPPORT THE COYOTE CREEK FLOOD
PROTECTION PROJECTS**

This Agreement to Address Unhoused Encampments to Support the Coyote Creek Flood Protection Projects ("Agreement") is entered into on the date fully executed ("Effective Date") by and between the City of San Jose, a municipal corporation of the State of California (the "City"), and the Santa Clara Valley Water District, a special district of the State of California ("Valley Water"), each an "agency" under this Agreement. Valley Water and City may be referred to individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, Valley Water has the authority to manage water resources and provide water resources management, flood protection, and stream stewardship in the County; and

WHEREAS, Valley Water is required by the Federal Energy Regulatory Commission order dated February 20, 2020, to carry out flood risk reduction measures for Anderson Dam related to the Anderson Dam Tunnel Project; and

WHEREAS, the Coyote Creek Flood Management Measures Project and Coyote Creek Flood Protection Project (collectively "Projects") are critical public health and safety projects that seek to design and construct improvements in five reaches (reaches 4-8) along a nine-mile stretch of Coyote Creek between Montague Expressway and Tully Road, in San Jose; and

WHEREAS, the intended location of these improvements, the staging areas for their construction and the immediate area around them necessary for construction, operation and maintenance of the Projects are collectively referred to as the Project Area; and

WHEREAS, the primary objective of the Projects is to reduce the risk of flooding to the surrounding homes, schools, businesses, and transportation networks such as to the level that occurred on and after February 21, 2017; and

WHEREAS, the first phase of Projects construction is anticipated to end October 2024, with second phase of construction to begin early 2025 and complete on or about September 2027; and

WHEREAS, property and easements on lands adjacent to Coyote Creek are owned by various property owners including Valley Water, City and private property owners; and

WHEREAS, portions of the Coyote Creek flood plain have encampments and unhoused individuals who must be safely moved to begin construction and to prevent

new encampments after completion of the Anderson Dam Tunnel; and

WHEREAS, the abatement of encampments and services for unhoused individuals that are moved requires significant coordination including outreach, support services, security, and possible storage of personal property; and

WHEREAS, the City anticipates it will incur certain expenses to provide targeted services, and Valley Water agrees to remit adequate funds to reimburse the City for the costs incurred to provide targeted services, as described in this Agreement;

WHEREAS, the Parties have a mutual interest in keeping the residents of San Jose safe, and the creeks clean of trash from encampments along creeks; and

WHEREAS, these recitals are incorporated by reference;

NOW, THEREFORE, the City and Valley Water agree as follows:

1. TERM

- A. The term of this Agreement shall be from Effective Date through October 31, 2024 (“Initial Term”), subject to termination under this Section and the appropriation of funds. The Parties may mutually agree to exercise one three-year option to extend the term through October 31, 2027 (“Option Term”) provided the Parties execute a written amendment no later than June 30, 2024.
- B. Any Party may terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination.

2. SCOPE OF SERVICES

The City and Valley Water each agree to be responsible for the services described in Exhibit A (Scope of Services and Funding), incorporated herein by reference. Exhibit A includes activities required to support the first phase of Projects construction during the Initial Term. If applicable, during the Option Term, the Parties will target activities to support the second phase of Projects construction and resolve issues from the Initial Term.

3. FUNDING COST SHARE AND APPROPRIATION OF FUNDS

- A. The City and Valley Water agree to fund the Scope of Services specified in Exhibit A. Exhibit A includes both the cost that each Party may expend at the Party’s sole discretion that could also benefit the Project Area, and costs that must be allocated to targeted services for the benefit of the Project Area.
 - i. The City currently provides and intends to provide specified City-wide services including outreach, supportive services, staffing, emergency and/or limited duration housing and other services that benefit, in part, the community that is or would be impacted by the Project Area conditions and proposed activities to facilitate the Projects. The cost of these services is estimated to be **\$9,329,655**

and are further detailed in the Exhibits. Valley Water requested and the City agreed to provide additional targeted services to the Project Area if Valley Water fully reimburses the City for the cost.

- ii. Valley Water currently provides and intends to provide services that benefit, in part, the community that is or would be impacted by the Project Area conditions and proposed activities to facilitate the Projects. The cost of the services is estimated to be **\$4,685,081** and further detailed in Exhibit A, Table #3.
- B. Valley Water agrees to remit to the City an amount not to exceed **\$4,844,414** that the City shall place in a funding account ("Funding Account") to be used solely to reimburse the City for services described in Exhibit A Scope of Services Table #1. This remittance will be made in two installments, with an initial installment of \$2,906,648 due within 30 days after the Effective Date. A second installment of \$1,937,766 due on or before October 30, 2023, and after receipt of the first quarterly cost report (see paragraph D in this Section).
- C. The estimated total funding required from Valley Water during the Initial Term is based on certain assumptions for the Initial Term and is subject to change depending on actual conditions and cost of services. If the actual cost for services exceeds or will likely exceed the estimate before October 31, 2024, the Parties agree to negotiate and execute an amendment to increase the funding. City shall provide Valley Water a minimum of 90 days-notice for an opportunity to negotiate an amendment before terminating services. The City reserves the right to suspend all services if the Parties are unable to execute an amendment to pay for the cost to continue services.
- D. The City will provide Valley Water quarterly reports that confirm the actual costs incurred for the services thirty (30) days after the end of each quarter: beginning September 30, 2023 through the term of this Agreement.
- E. The City shall send Valley Water a final invoice if the funding amount was inadequate, or return any remaining balance within sixty (60) days of the effective date of termination of this Agreement.

4. RECORDS RETENTION AND AUDIT

- A. The City agrees to make available for examination by Valley Water, subject to limitations established by state law, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditure and disbursements invoiced to Valley Water or amounts deducted from the Funding Account. City shall also furnish to Valley Water, its authorized agents, officers, or employees such other evidence or information as Valley Water may request with regard to any such expenditure or disbursement charged by City.
- B. The City shall maintain full and adequate records to document the actual costs it incurs which are subject to reimbursement of the City's costs pursuant to this Agreement. The City shall provide such assistance as may be reasonably requested in the course of

such inspection.

5. GRANTS/OTHER FUNDING OPPORTUNITIES

- A. Valley Water and the City will collaborate to identify and evaluate possible state and federal grants or other funding opportunities to address homelessness including abatement of unhoused encampments, support services to unhoused individuals, cleanup, and related services for the Project Area. For funding opportunities that are deemed reasonably feasible and a high priority, the Parties will agree in advance of any application process on the availability and designation of staffing and associated roles for the application and, subject to staff and resource availability, will work together in preparation and support of grant applications and in negotiations of the agreements.
- B. The Parties recognize while the pursuit of any individual funding opportunity may benefit one Party more than another, this does not solely determine whether such an opportunity is deemed reasonably feasible under this section. The Parties agree to work in good faith to identify and apply for grant opportunities when resources make it possible to do so.

6. MUTUAL INDEMNIFICATION

Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold the other Party (including its appointed and elected officials, officers, employees and agents) harmless from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any appointed or elected official, officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such other Party under this Agreement. Nothing contained herein shall be construed as a waiver of any immunities or defenses either Party may have under applicable provisions of law, including the provisions of the California Tort Claims Act (Government Code Section 810 et seq.). The acceptance of services and duties by City or Valley Water will not operate as a waiver of such right of indemnification. This provision will survive the expiration or termination of this Agreement.

7. NOTICES

All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid. A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or another written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail. All notices and other communications between the Parties regarding this Agreement must be given to the individuals identified below using the appropriate

contact information for giving notice:

To City:

City of San Jose

Parks Recreation Neighborhood Services Department

Attention: Andrea Flores Shelton, Deputy Director

200 East Santa Clara Street San José, CA 95113

Phone: (408) 535-3570

Email Address: andrea.floresshelton@sanjoseca.gov

To District:

Santa Clara Valley Water District Watersheds Division

5750 Almaden Expressway San José, California 95118

Attention: Jennifer Codianne, Deputy Operating Officer Watersheds Operations and Maintenance

Phone: (408) 630-3876

Email Address: jcodianne@valleywater.org

Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing written notice of such change to the other party pursuant to this Section.

8. CONFLICT OF INTEREST

The City and Valley Water shall each avoid all conflicts of interest in the performance of this Agreement. They shall immediately notify the other should a conflict of interest arise that would prohibit or impair the Party's ability to perform under this Agreement.

9. DISPUTES AND VENUE

- A. The Parties agree that they will work together in good faith to achieve the intent of this Agreement. In the event that a dispute arises as to the proper interpretation of the respective obligations and responsibilities of the Parties as described herein, or as to any other aspect of this Agreement, Valley Water and the City agree that they each will assign the appropriate individuals to meet and make good faith efforts to negotiate in order to arrive at a resolution of the dispute.
- B. All litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.

10. GOVERNING LAW

California law governs the construction and performance of this Agreement except to the extent that California's choice-of-law or conflict-of-laws provisions would result in the application of the law of another jurisdiction.

11. FORCE MAJEURE

Neither Party shall be liable to the other Party in the event it is prevented from performing its

obligations hereunder in whole or in part due to a Force Majeure Event. A “Force Majeure Event” means any unanticipated act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. A Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic or pandemic; landslide; mudslide; sabotage; terrorism; earthquake; other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; strikes; other labor difficulties; or court orders, caused or suffered by a Party or any third party.

12. NONDISCRIMINATION

A. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires the Parties to this Agreement adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Parties will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

B. Compliance with Applicable Equal Opportunity Laws

Each Party’s policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, “Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations,” Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

C. Investigation of Claims

Each Party must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Each Party must conduct a fair, prompt, and thorough investigation of all allegations directed to that Party by the other. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, each Party must take prompt, effective action against the offender.

13. ASSIGNMENT

Except to the extent this Agreement authorizes a Party to use subcontractors, neither Party may assign any part of this Agreement without the other Party's prior written consent.

14. SURVIVAL OF PROVISIONS

If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.

WITNESS THE EXECUTION HEREOF on the dates set forth below each signature.

Santa Clara Valley Water District
a special district of the State of California
("Valley Water")

City of San José
a municipal corporation of the State of California
(the "City")

Signature _____
Name: Rick L. Callender, Esq.
Title: Chief Executive Officer

Signature _____
Name: Sarah Zarate
Title: Director
Office of the City Manager

Date _____

Date _____

Approved as to form:

Signature _____
Name: Rosa Tsongtaatarii
Title: Chief Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FUNDING

A. Purpose

The purpose of this Agreement is as set forth in the Recitals. The Project Area and surrounding Work Zone are described in more detail in Exhibit B.

B. Defined Terms

Abatement Activities – Sorting, storing and removing Personal Property, Trash, debris and vehicles from Encampments in Project Area and the surrounding Work Zone.

Initial Abatement Activities – Abatement Activities that need to be completed to clear the Project Area for the start of the first phase of construction by June 5, 2023.

City Waste – All wastes generated by or collected by the City of San José in the performance of all municipal services, and including but not limited to debris from street and sewer repairs and construction, debris from public and private lot cleanup operations, tires from municipal vehicles, debris from street sweepings, grass clippings, leaves and tree trimmings from maintenance of City parks, streets, median strips, and property, rock and concrete not exceeding a non-diagonal dimension of four feet, asphalt pavement as found in streets, tree stumps and branches no more than eight feet long and no more than two feet in diameter, bulky wastes such as large appliances and furniture found in cleanup operations of real property, parks or other public or private lands, and other similar wastes generated by or collected by the City of San Jose. Except as provided in this Section, City Wastes shall not include Residential Garbage and Rubbish, or Commercial Garbage and Rubbish, that is generated by private individuals or private businesses and is regularly collected by City from private property and Grit and Screening, or Biosolids from the Water Pollution Control Plant. Defined terms are consistent with the City's agreement for landfill disposal services.

Encampment – A structure or group of structures, such as tents, vehicles and recreational vehicles, including associated materials, located along a creek or other waterway located in the City of San José that has not been permitted by the City, Valley Water, and/or other agencies with jurisdiction to regulate that occupation/camping activity.

Hazardous Waste – A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:(i) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (ii) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Outreach and Related Services – Essential services for meeting the immediate needs of unhoused individuals experiencing homelessness and referring them to emergency shelter, housing and/or emergency health services. These may include engagement, transportation,

case management and related services, provision of financial support, emergency and/or limited duration housing, other necessary or prudent services to facilitate transition from the Project Area, or other services incident to providing timely, person-centered support.

Personal Property – Personal items include Tax/medical records, ID/Social Security Cards, medications, jewelry, eyeglasses, books, tools, radios/electronics, durable medical equipment (example: wheelchair), stoves/generators (without fuel attached), photos, purses/backpacks/briefcases, tents (unless soiled, contaminated), pots/pans, bicycles.

Trash - All improperly discarded waste material, including, but not limited to, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastic, and other natural and synthetic materials, thrown or deposited on the lands and waterways. For the purposes of this Agreement, Trash does not include sediment or vegetation; except for yard waste that is illegally disposed, and any vegetation that has been cleared by Valley Water in connection with a cleanup.

Universal Waste - any of the following Hazardous Wastes that are subject to the Universal Waste requirements of 40 CFR part 273 or CCR Title 22, Chapter 23, including: (1) batteries as described in §273.2; (2) pesticides as described in §273.3; (3) mercury-containing equipment as described in §273.4; and (4) lamps as described in §273.5. (source: 40 CFR §273.9).

Work Zone – A zone surrounding and encompassing the Project Area that needs to be clear of unhoused Encampments for safety purposes during construction of the Projects.

C. City Responsibilities

The City shall provide personnel and supervision to accomplish the following key activities:

BeautifySJ Program Services:

- i. Encampment notification and posting. This will serve as the official notification to unhoused individuals at Encampments of the date and time that Abatement Activities are scheduled to occur in accordance with the City procedure. The City will use a co-branded abatement notice in English, Spanish, and Vietnamese. If the notification and posting is for abatement of re-encampment in the Work Zone, it will occur within seven days of a report of re-encampment.
- ii. Collection and sorting of Personal Property from Trash and other materials in compliance with all applicable laws for storing Personal Property. All Personal Property will be held for at least 90 days. The City will manage Personal Property in accordance with established City procedure including documentation, bagging, transportation, and storage.
- iii. Installation and repair of deterrents on City-owned parcels within or adjacent to the Work Zone to prevent re-encampment. This could include minor fence repair and replacement of locks and locking mechanisms to reduce access.
- iv. To the extent that the City has available staff, the City will work cooperatively with Valley Water to support Abatement Activities for re-encampments in the Work Zone.

- v. Coordination and scheduling of San José Police Department security during initial notification and Initial Abatement Activities. This does not include security services after completion of Initial Abatement Activities.
- vi. Provide City Waste Disposal Authorizations (dump tags) to Valley Water and/or its contractors to dispose of Trash and other material from the cleanup at City's cost at Newby Island Landfill.
- vii. Coordination of towing and/or disposal of vehicles that are located within the Work Zone.
- viii. Abatement Activities will be suspended on any days if there is forecast by the National Weather Service of the following conditions:
 - 40 degrees or lower with a 50% or less probability of rain
 - 45 degrees or lower with a 50% or more probability of rain
 - Temperatures that will meet or exceed 96 degrees on the date(s) of planned activities.

Other Supportive Services:

Other supportive services include accelerated outreach associated with Project timelines requested by Valley Water as well as appropriate, longer-lead outreach that will continue throughout the Projects in other sections prior to construction. The City may, at its sole discretion, rely on community-based organizations and subrecipients for outreach.

Provide outreach and support services in advance of Encampment cleanups consistent with the following criteria and process:

- i. Outreach will conduct assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool surveys) to determine housing options and evaluate immediate needs.
- ii. Outreach will offer services, provide referrals to available shelter and housing options.
- iii. Outreach teams will continue to provide services and referrals to those individuals who remain in Reaches 5, 6 and 7 after the initial and subsequent abatements
- iv. Outreach will be conducted in English, Spanish, Vietnamese
- v. Outreach will inform individuals about Projects and any other environmental or safety concerns.
- vi. Separate bags will be provided for garbage and storable Personal Property.
- vii. Outreach will explain the process of how to retrieve personal belongings.
- viii. Document outreach efforts in and around the Work Zone, specifically;
 - Date of the visit
 - Number of tents/structures/other evidence of Encampment
 - Number of people at the Encampment
 - Number of contacts made
 - Number of people at the Encampment who were referred to shelter and/or services
 - Number of people who accepted shelter

- Number of people who accepted services
- Reason services is declined
- Number of assessments completed
- Notes about the Encampment and surrounding area

D. Valley Water Responsibilities

Valley Water shall:

- i. Provide the City documentation to confirm legal access by the City to parcels not owned by the City. Any right of entry agreements, releases or waivers, consent forms or like agreements secured after Effective Date of this Agreement shall specifically identify the City and its officers, employees, contractors and agents as having the permission to enter the parcel for the purposes of performing the City services required by this Agreement. Notwithstanding whether there is express reference to City and its officers, employees, contractors and agents in the documents providing legal access to parcels not owned by the City – the Parties agree that the City has legal access based on permissions granted to Valley Water as a contractor and agent of Valley Water for the purposes of providing services under this Agreement.
- ii. Provide physical access to sites including keys when applicable.
- iii. In addition to Initial Abatement Activities, provide Encampment cleanup crews and supervision, which includes providing sufficient personnel and supervision to conduct the cleanup. Valley Water may provide cleanup crews and supervision through its contract with a selected service provider. Alternately, Valley Water may use its personnel for this purpose or may contract with another entity to provide crews and supervision.
- iv. Provide transport of Trash collected by Valley Water's staff, which includes providing bags for Trash and transportation to appropriate disposal sites
- v. Provide cleanup supplies, which includes reasonably requested personal protective gear for Valley Water's I clean-up crews and portable sanitary facilities.
- vi. Provide equipment, such as compactors, bobcats, skid steers and other machinery as is needed for Abatement Activities.
- vii. Ensure the Work Zone is safe and secure following Initial Abatement Activities to prevent re-encampment.
- viii. Ensure California Department of Fish and Wildlife permits, and any other required permits are obtained for each abatement, which includes obtaining appropriate permits for performing routine maintenance work in and around watercourses.
- ix. Coordination and scheduling of San José Police Department (SJPd) enforcement in the Work Zone following the completion of Initial Abatement Activities. This will ensure that SJPd is available during construction activities.
- x. Be responsible for public communications with general public regarding the Coyote Creek Flood Management Measures Project (CCFMMP).

E. Funding of Total Estimated Costs through October 31, 2024 (Initial Term)

The estimated cost for services in Table #1 are based on certain assumptions including but not limited to the following:

1. The Parties assume that there are up to 120 unhoused individuals and up to 120 vehicles in the Project Area and surrounding Work Zone. While the last visual inspection of this area, completed on February 23, 2023, by Valley Water staff only counted approximately 93 unhoused individuals and 57 vehicles, based on past experience it is understood that the population in these areas may fluctuate.
2. The Parties assume that persons upon notice of removal activities will not resist or delay leaving the proposed Project Area. The estimated cost does not contemplate circumstances that are not within the exclusive reasonable control of the City such as armed resistance, on-site protests/demonstrations or other force majeure events.
3. The amount of effort and support anticipated is based on an Encampment Sample Assumption as follows (based on past data): 5% need Minimal Intervention, 10% housed via Coordinated Entry System, 49% score Rapid Rehousing Range, 46% score Permanent Supportive Housing.

In the event that the actual number of unhoused individuals living in the Work Zone are more than the assumption, and costs for services in Table #1 are more than the estimate, City and Valley Water shall negotiate in good faith no later than ninety (90) days before the Funding Account is anticipated to be depleted. If the Parties are unable to execute an amendment to provide for additional funds, the City's obligation to continue to provide services under this Agreement shall terminate.

City reserves the right to adjust resources in Table #1 between the specified activities below depending on the need for the services during implementation.

Table #1 – Funds to be provided from Valley Water for Coyote Creek Projects to reimburse City for the provision of services to specifically benefit the Coyote Creek Project during the Initial Term. Additional details for Unhoused Outreach in Exhibit D.

Costs	Valley Water Funding for City Services to Coyote Creek Project Reaches 5-7	Notes
Coordination of Abatement Activities, Personal Property, and security efforts	\$312,544	Field Staff time. Costs from January 1, 2023 – October 31, 2024. This is .50FTE Community Coordinator, .50FTE Maintenance Worker II
Unhoused Services, Support, Outreach, and limited duration	\$3,611,870	Nonprofit vendor for outreach services, 18-month contract. 6 outreach teams (three reaches,

housing options (including wrap-around services)		two teams per reach). Includes clinician. Total includes benefits, taxes, etc. Daily outreach work in each project reach. Includes temporary housing assistance, specifically time-limited rental subsidy, one-time financial assistance/diversion.
Trash Disposal	\$100,000	Estimate based on 5,000 tons of debris to be disposed
SJPD Secondary Employment Unit (SEU) – Initial Abatement	\$100,000	To maintain the Work Zone during Initial Abatement Activities
Tow Officers (SJPD)	\$50,000	To process junk/tow slips
Processing of Personal Property	\$75,000	Vendor to process personals
Conex boxes for storage of Personal Property	\$20,000	Estimated cost of \$5k per Connex box could be higher
Removing, towing, disposing of vehicles by City Tow Vendors	\$225,000	Up to 120 vehicles within the Work Zone.
Installation and Repair of structural deterrents	\$350,000	Total cost includes design, labor + materials
Total Costs	\$4,844,414	

Table #2 – Citywide services that the City is currently providing or will provide that also include direct benefit to the Coyote Creek Projects during the Initial Term. Details of the services are in Exhibit C. The funding for these services is to be expended or reallocated at the City’s sole discretion.

Costs	City of San Jose Citywide Services		Notes
	BeautifySJ and Vendors	Housing Department and Other City Depts	
Weekly Trash pickup and Abatement Activities along Coyote Creek	\$1,484,868		
Capital and Maintenance Cost		\$750,000	City role includes construction and maintenance of existing Emergency Interim Housing (EIH),

(apportioned) for 100 beds of EIH			which is a direct part of finding options so that people do not return to the Project Area. Amount is for the Initial Term.
Operations cost for 100 beds of EIH		\$3,000,000	City role includes operations and services provided on site at EIH, which is a direct part of finding options so that people do not return to the Project Area. Cost included is an apportioned amount based on 100 existing beds, which City will make available as and when possible for direct support of the Projects.
Ongoing unhoused outreach by City teams		\$3,704,787	In addition to the amount of outreach and service support detailed below, the City incurs further outreach cost at SOAR sites, several of which are along Coyote Creek, and for other City services specific to unhoused persons in the Work Zone. The amount listed is an estimate for the Initial Term.
Housing field staff to coordinate vendor management		\$390,000	Field staff (1 FTE senior development officer) January 2023 – October 31, 2024.
Total by program	\$1,484,868	\$7,844,787	
Total Costs	\$9,329,655		

Table #3 – Valley Water services that Valley Water estimates it will provide county-wide and directly to Reaches [5-7] of the Coyote Creek Projects during the Initial Term. These anticipated funds are to be expended at Valley Water’s sole discretion.

Costs	Valley Water Costs for Coyote Creek Project Reaches [5-7]	Notes
Public Communication	\$30,000	Communication to general public on project messaging.
Labor and equipment for cleanup	\$1,285,476	Clean-up crews, supervision, and equipment.
Ongoing cleanup efforts*	\$2,341,605	In addition to the number of cleanup services provide directly for the Projects; Valley water incurs further costs through its Good Neighbor Program: Encampment Cleanup. The amount listed is an estimate for the Initial Term and is based on FY22 expenditures.
SJPD Secondary Employment Unit (SEU) – Construction	\$528,000	To support safety of Work Zone during construction.
Ongoing SJPD Coyote Trail Patrol	\$400,000	To support nearby trail safety and prevent dumping into the waterway.
Ongoing SJPD for SSLE*	\$100,000	Additional safety and security under the Stream Stewardship Law Enforcement program.
Total Costs	\$4,685,081	

** Include some county-wide cost that couldn't be disaggregated*

EXHIBIT B

FIGURES OF THE PROJECT AREA AND SURROUNDING WORK ZONE WITH ACCOMPANING DESCRIPTIONS

The Projects will construct improvements along a nine-mile stretch of Coyote Creek between Montague Expressway and Tully Road, in San Jose. This section of Coyote Creek is further subdivided into Project Reaches 4 – 8 as showing in Figure 1. This figure is accompanied by a short description of the phase of construction.

The Initial Term of the Agreement will cover the first phase of construction which includes work on Reaches 5 – 7. Major project improvements, staging areas and the extent of the Work Zone can be seen in Figures 2 – 8. Each of these figures are accompanied by a description of the Work Zone.

List of Figures

- Figure 1: Coyote Creek Project Reaches
- Figure 2: Reach 5, Work Zone 1, First Phase Construction
- Figure 3: Reach 5, Work Zone 2, First Phase Construction
- Figure 4: Reach 5, Work Zone 3, First Phase Construction
- Figure 5: Reach 6, Work Zone 1, First Phase Construction
- Figure 6: Reach 7, Work Zone 1, First Phase Construction
- Figure 7: Reach 7, Work Zone 2, First Phase Construction
- Figure 8: Reach 7, Work Zone 3, First Phase Construction

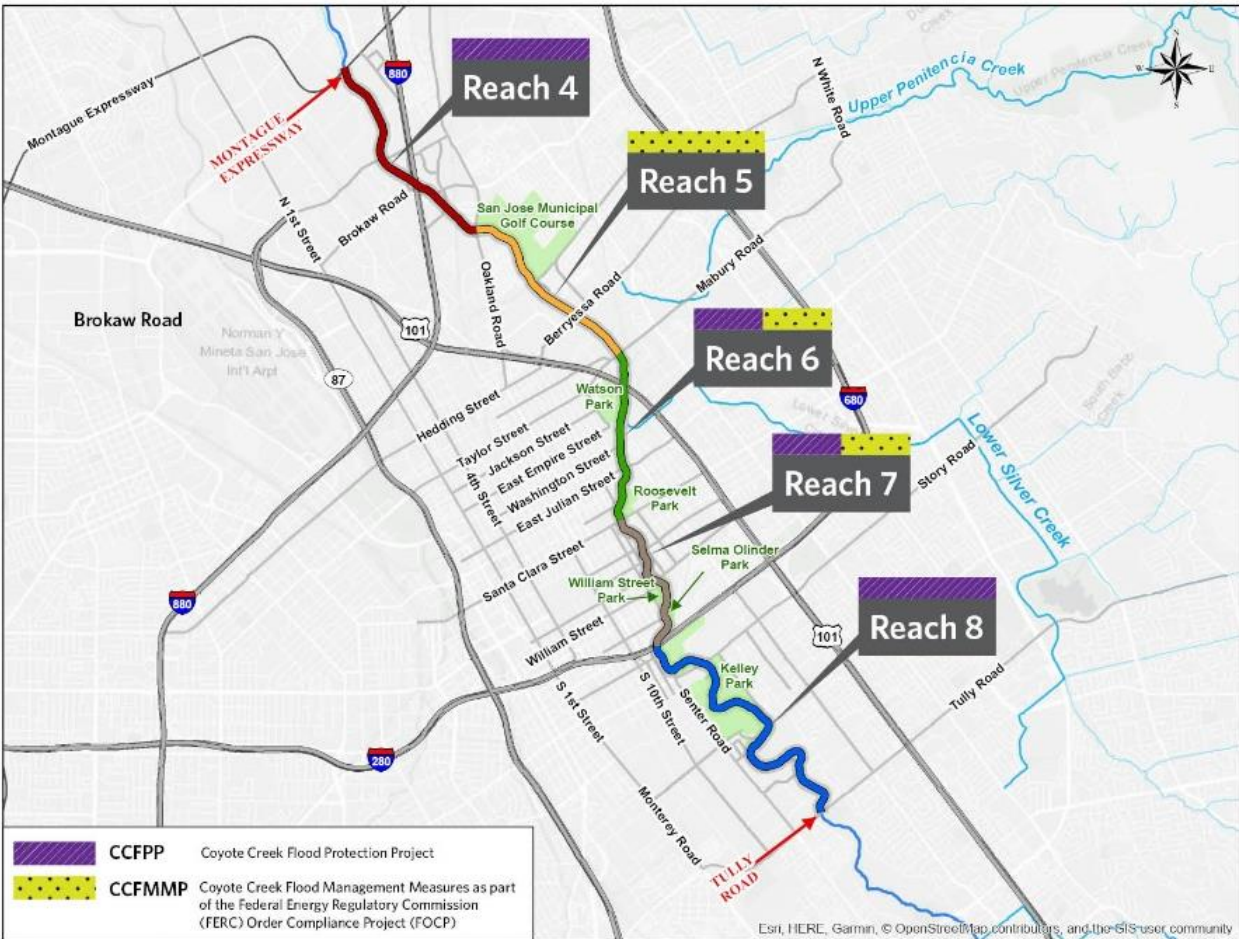


Figure 1: Coyote Creek Project Reaches

The first phase of construction will culminate in the completion of the Coyote Creek Flood Management Measures Project (CCFMMP). This will include the construction of seven flood wall segments in reaches 5, 6, and 7.

The second phase of construction will culminate in the completion of the Coyote Creek Flood Protection Project (CCFPP). This will include the construction of additional improvements in Reaches 4, 6, 7, 8.

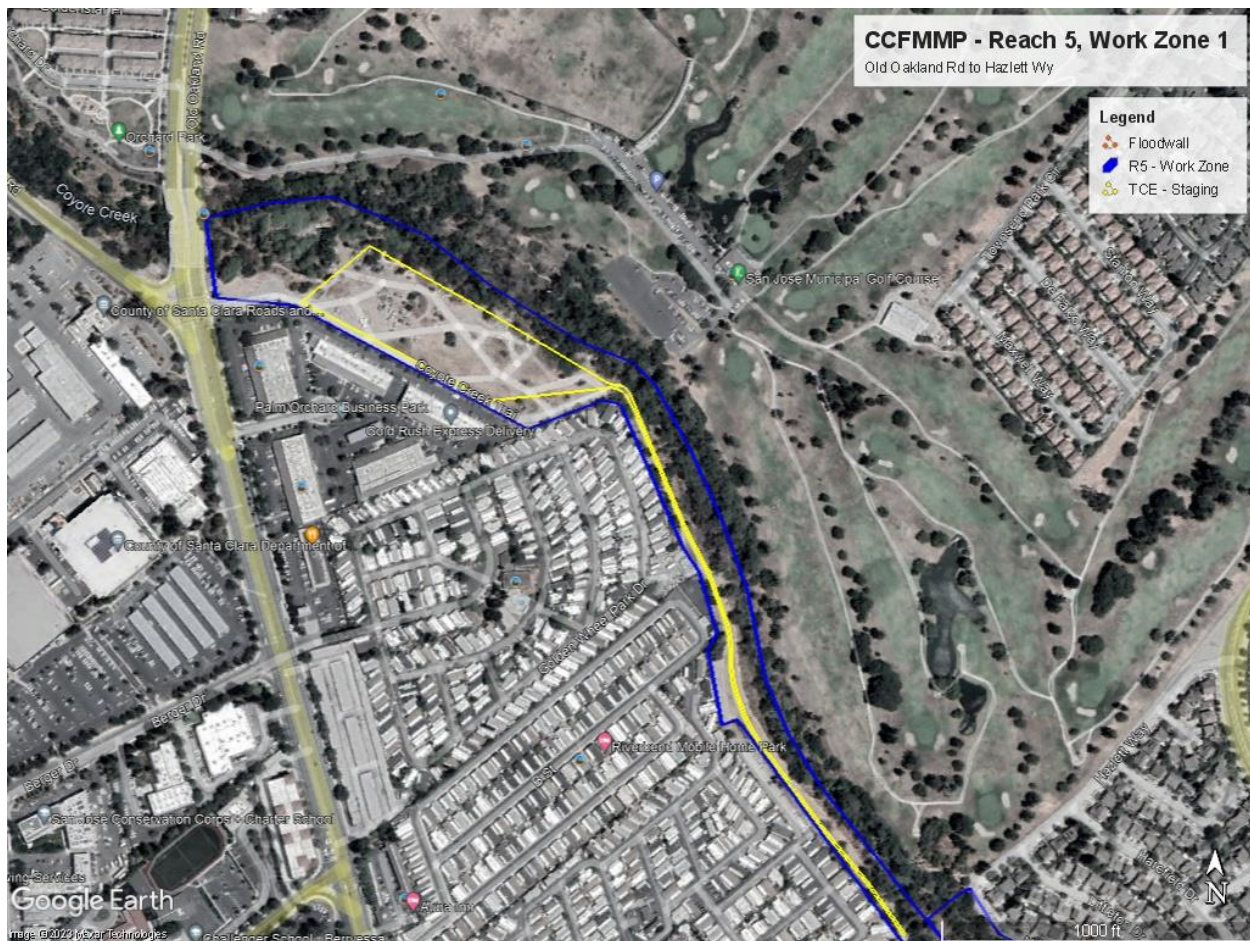


Figure 2: Reach 5, Work Zone 1, First Phase Construction

Reach 5, Work Zone 1 encompasses Coyote Creek and its south/west bank from Old Oakland Road to Hazlett Way. South/west bank includes all lands from Coyote Creek up to and including Corie Court, the Coyote Creek Trail, and the private property fence line.

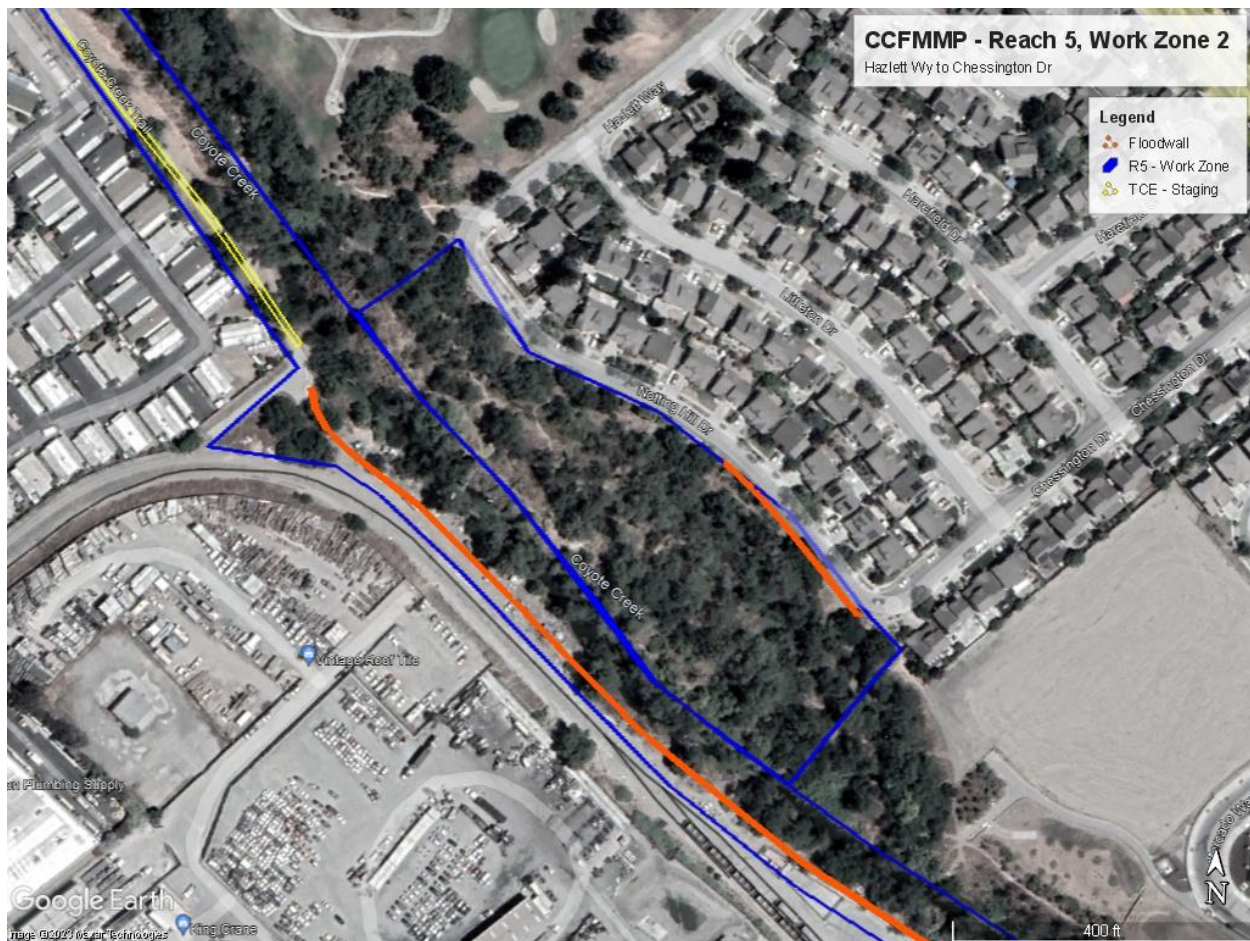


Figure 3: Reach 5, Work Zone 2, First Phase Construction

Reach 5, Work Zone 2 encompasses Coyote Creek and both banks from Hazlett Way to Chessington Drive. South/west bank includes lands from Coyote Creek up to the railroad tracks. North/east bank includes lands from Coyote Creek up to Notting Hill Drive.

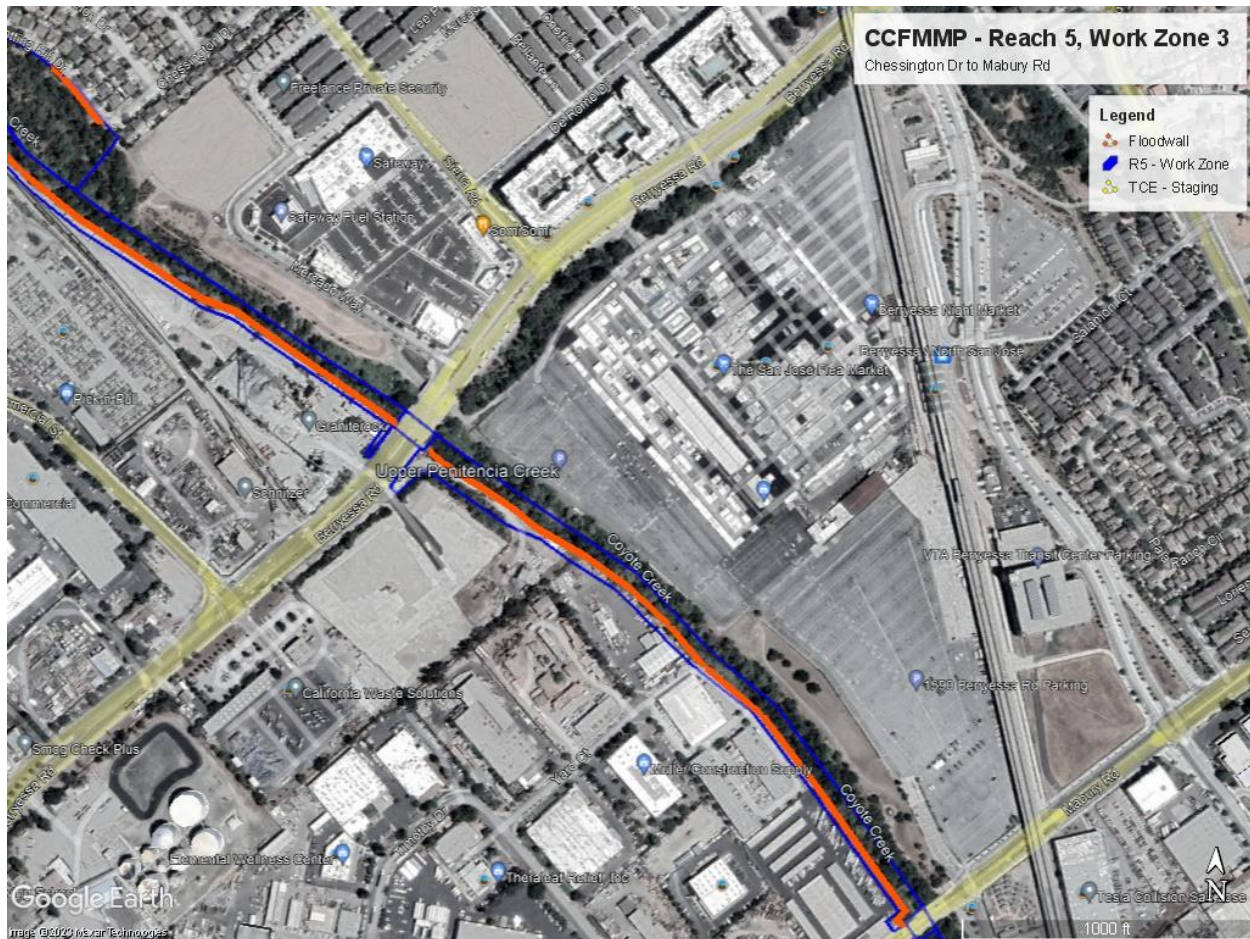


Figure 4: Reach 5, Work Zone 3, First Phase Construction

Reach 5, Work Zone 3 encompasses Coyote Creek and its south/west bank from Chessington Drive to Mabury Road. South/west bank includes all lands from Coyote Creek up to the private property fence line. South/west bank also includes the land under Berryessa Road and Mabury Road Bridges, as well as up to 200 feet of corridor on either side each bridge.

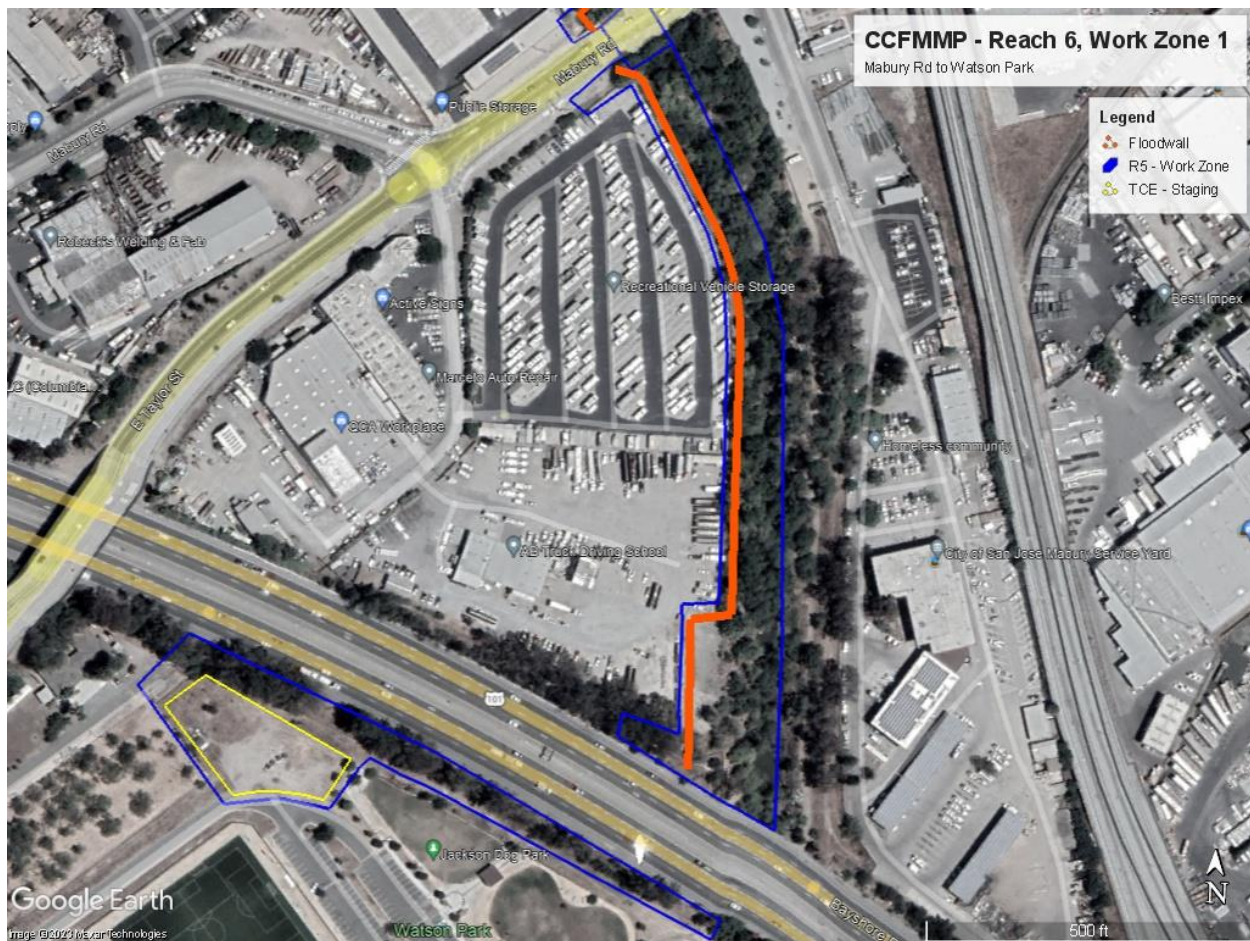


Figure 5: Reach 6, Work Zone 1, First Phase Construction

Reach 6, Work Zone 1 encompasses Coyote Creek and its west bank from Mabury Road to Watson Park (just south of Highway 101). West bank includes all lands from Coyote Creek up to private property fence line. West bank also includes the land under Mabury Road and Highway 101 Bridges, as well as up to 200 feet of corridor on either side each bridge.

Reach 6, Work Zone 1 also includes the open lot at the north corner of Watson Park (adjacent to the parking lot and dog park) and the corridor between the park and Highway 101 all the way to Coyote Creek.

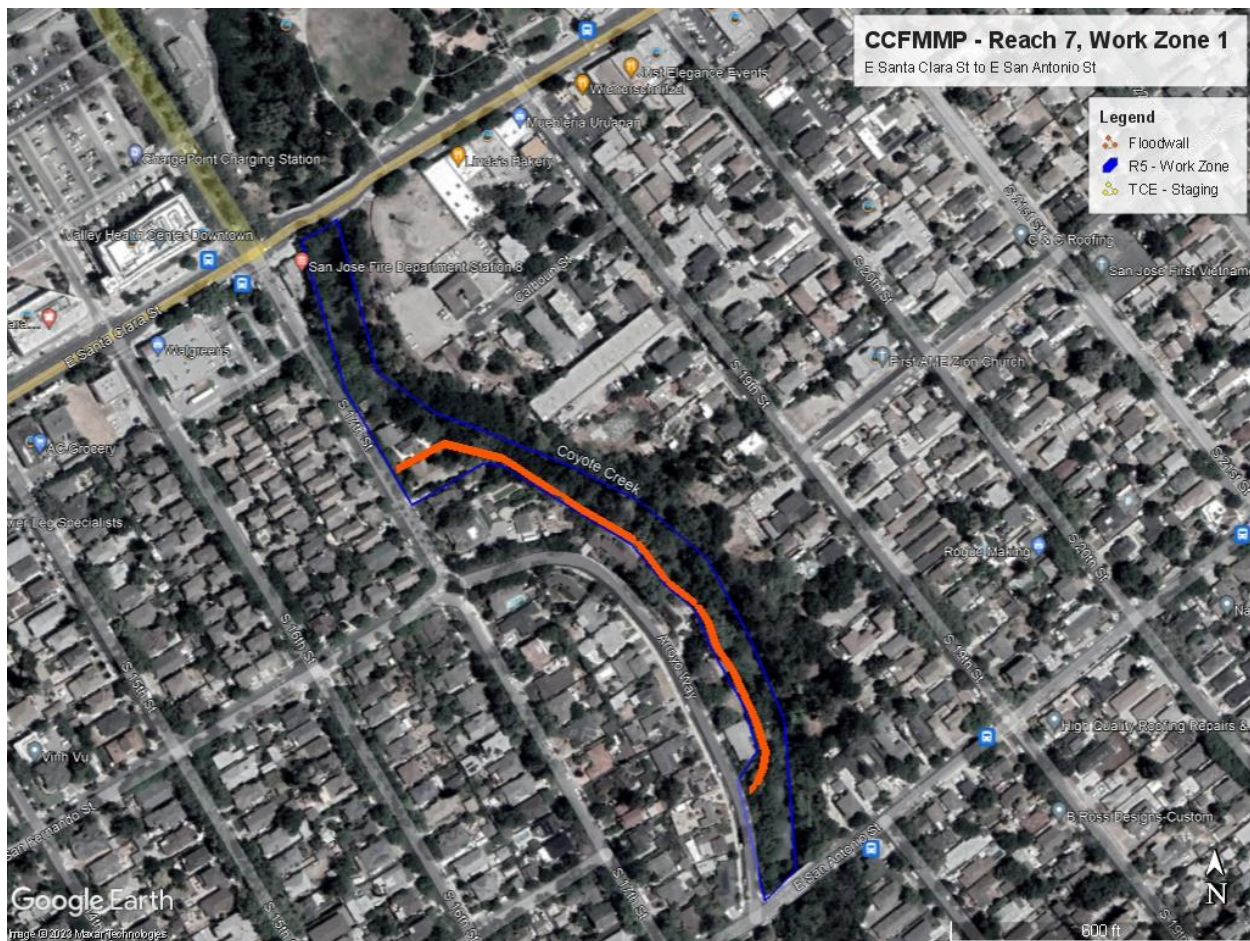


Figure 6: Reach 7, Work Zone 1, First Phase Construction

Reach 7, Work Zone 1 encompasses Coyote Creek and its south/west bank from East Santa Clara Street to East San Antonio Street. South/west bank includes all lands from Coyote Creek up to South 17th Street, Arroyo Way, and the private property fence line.

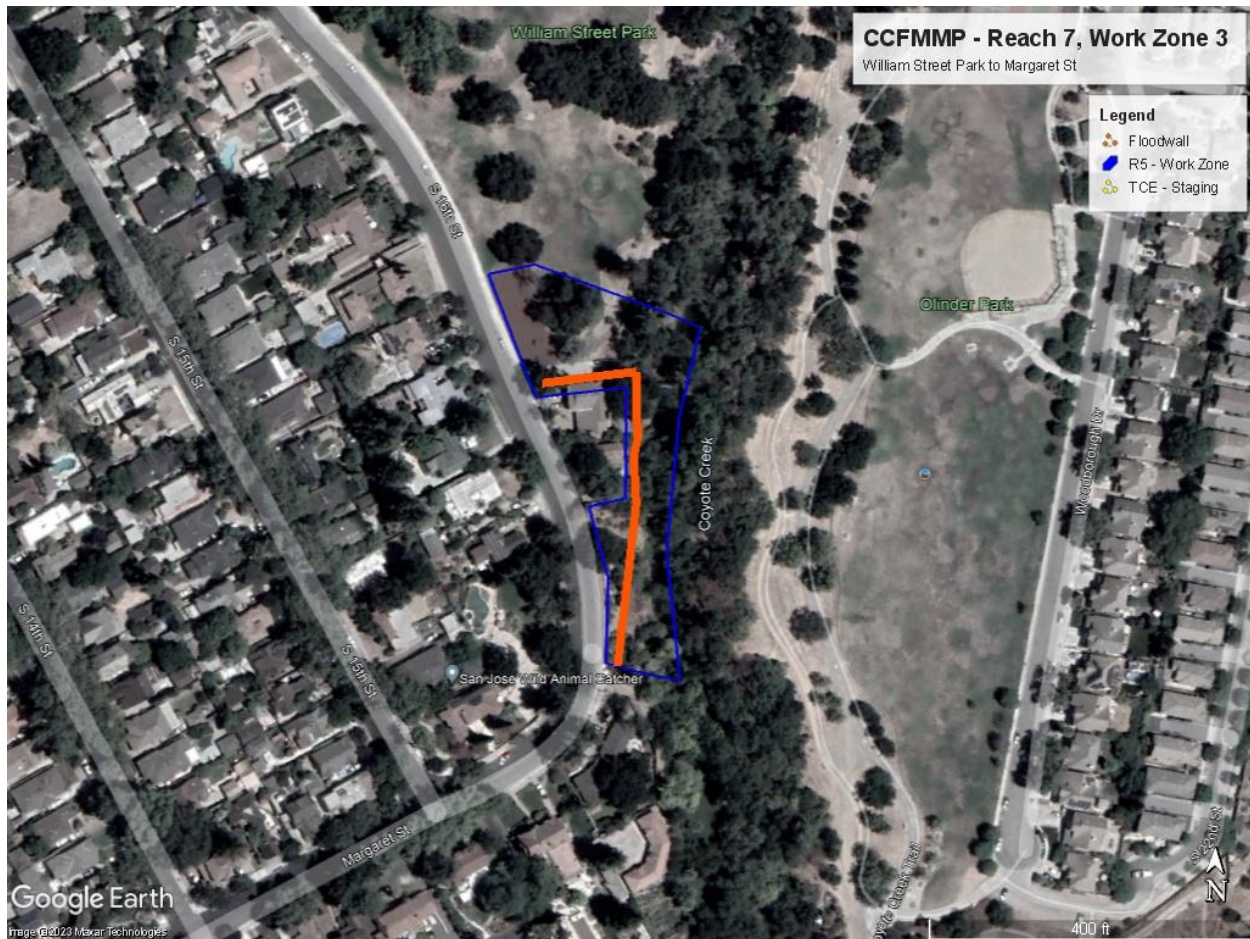


Figure 8: Reach 7, Work Zone 3, First Phase Construction

Reach 7, Work Zone 3 encompasses Coyote Creek and its west bank from the south end of Williams Street Park to Margaret Street. West bank includes all lands from Coyote Creek up to South 16th Street and the private property fence line.

Exhibit C

Citywide Services

As noted, the City of San José currently incurs significant costs for Citywide services that could also benefit the Project Area. Below are costs specific to Parks, Recreation, and Neighborhood Services and Housing Departments, respectively.

Parks, Recreation, and Neighborhood Services Department, BeautifySJ – Program, Encampment Management Costs for Coyote Creek (Corie Court to Tuers Road)

The annual costs below include staff, vendors, materials/supplies, disposal of Trash/debris at Encampments sites serviced.

	City Cost	Note
Encampment Trash Program	\$838,682	Weekly Trash pickup (Corie Court to Tuers Road)
Encampment Management/Abatement	\$646,186	Coyote Creek (Corie Court to Tuers Road)
TOTAL	\$1,484,868	

City of San Jose Housing Department - Homeless Outreach & Services Along Creek

Cost Summary

Program	Cost FY21-22
SOAR Outreach PATH	\$367,722
SOAR Outreach HomeFirst	\$775,732
SOAR Hygiene	\$1,355,000
Targeted Outreach/Direct Discharge PATH	\$926,963
Citywide Outreach	\$279,370
Total	\$3,704,787

SOAR Program

SOAR provides comprehensive street-based outreach and support services along with hygiene and Trash services. The SOAR program has 16 sites, of which, 12 are located along waterways or 75% of the program serves locations along waterways. In FY 21-22, the SOAR program assisted 247 people to transitional or permanent housing.

- FY21-22 PATH SOAR program expended a total of \$367,722.
- FY 21-22 HomeFirst SOAR program expended a total of \$775,732.

As part of the SOAR program, the Housing Department also has a purchase order with United for the rental of portable toilets and hand washing stations located at the SOAR sites. The cost for this in FY21-22 is approximately \$1,355,000.

SOAR Sites	Council District	Provider
Corie Court/Coyote Creek	3	PATH
Guadalupe/87/Woz/Park (Guadalupe River Trail)	3	PATH
Virginia/Guadalupe River Trail	3	PATH
Brokaw/Old Oakland/Coyote Creek	3	PATH
Spring/Hedding/Coleman (Guadalupe River Trail)	3	HomeFirst
Roosevelt Park/Coyote Creek	3	HomeFirst
Olinder/Williams/16 th /Coyote Creek	3	HomeFirst
St. James Park	3	PATH
Willow/Lelong/Guadalupe River	6	HomeFirst
Felipe	7	HomeFirst
Roberts/Coyote Creek	7	HomeFirst
Tully/Capitol/Coyote Creek	7	PATH
Coyote Meadows/Remillard Court (Coyote Creek)	7	PATH
Stone/Cimino	7	HomeFirst
Aborn/Thompson Creek	8	HomeFirst
87/Branham/Narvaez	10	HomeFirst

Targeted Outreach

In FY 2021 – 2022, the Housing Department funded PATH to operate the Targeted Outreach to Unsheltered Populations program. PATH outreach teams operated in targeted areas across San José, including the Project Area along Coyote Creek identified through the City's Direct Discharge Program to offer basic needs resources, case management, clinical services, transportation, housing assessments and shelter referrals. In FY21-22, the program assisted 45 individuals to transitional or permanent housing. The program expended a total of \$926,963 in FY21-22.

Citywide Outreach

In FY 2021 – 2022, the Housing Department funded HomeFirst to operate the Citywide Outreach and Engagement program. HomeFirst outreach teams responded to inquiries to the City's Homeless Concerns Hotline. This team is also deployed to Encampments across the city and conducts outreach services on sites owned by partner agencies such as Caltrans and Valley Water. This is the team that typically provides outreach to an Encampment prior to Abatement Activities – either City or joint City/Valley Water. In FY21-22, HomeFirst assisted 118 individuals to transitional or permanent housing. The program expended a total of \$279,370.

EXHIBIT D

Breakdown of costs and service descriptions for budget items directly related to project

Housing Detailed Budget information:

Outcome: 120 Individuals placed in shelter, interim or limited duration housing		
Budget Item	Total	Notes
<i>Personnel</i>	\$1,500,000	6 outreach teams (three reaches, two teams per reach). Includes clinician. Total includes benefits, taxes, etc. Daily outreach work in each project reach.
<i>Operating Costs</i>		
Vehicles	\$70,000	
Telecommunications	\$6,900	
Supplies	\$38,000	
Housing Problem Solving	\$175,000	one-time financial assistance, flexible funds, vehicle repairs, shelter diversion
Limited Duration Housing Transition in Place (master lease)	\$1,338,000	Temporary rental assistance and support services. Estimate 60 individuals in range for Limited Duration Housing. Cost is \$22,300 per household (rent and support service).
Occupancy	\$379,970	Master lease program
	\$104,000	
Total	\$3,611,870	Outcome goal: place 120 individuals in interim or limited duration housing **Reaches 5 - 7.
		**Solution for those in PSH range would be staying at EIH or HomeKey site until they get perm housing.

* Encampment Sample Assumption (based on past data): 5% need Minimal Intervention, 10% housed via Coordinated Entry System, 49% score Rapid Rehousing Range, 46% score Perm Supportive Housing

Definitions

Interim Housing: Temporary housing for people experiencing homelessness with the goal of interim stability and support to move to and maintain permanent housing. Interim housing has supportive services such as case management and housing navigation as well as basic needs such as showers, laundry, and food provided to participants. The City of San José owns several interim housing sites throughout the City, including hotels that the City has purchased and converted to interim housing and new construction sites of modular buildings that are designed for interim housing. The City contracts with nonprofit service providers to operate each site. The Emergency Interim Housing sites located at Bernal and Monterey and at Rue Ferarri have

private showers and bathrooms in every unit, which will be the standard at future developments as well.

Interim Housing Referral: Interim Housing sites are accessible to people experiencing homelessness through referral only. The City prioritizes referrals of people experiencing homelessness in the immediate vicinity of an interim site. The second priority are referrals from targeted Encampments. The primary referral point for interim housing sites are City-contracted outreach services; however, prioritization and referral process may be changed based on the City's needs and priorities.

Limited Duration Housing: Shorter-term housing subsidies and support services that are utilized for people experiencing homelessness who have an ability to be self-sufficient and who may not need an ongoing subsidies. The subsidies can be utilized at market-rate and affordable housing apartments or other types of housing. Participants receive wrap-around services including case management, employment services and other services that promote and support their successful graduation from the program. The term of these subsidies is typically one or two years and the expectation is that the subsidy holder will be able to graduate from the program without the need for ongoing subsidy.