



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Jacky Morales-Ferrand  
Margaret McCahan

**SUBJECT:** SEE BELOW

**DATE:** December 7, 2018

Approved

Date

12/7/18

**SUBJECT: AMENDMENT TO TITLE 5 OF THE MUNICIPAL CODE TO ADD  
CHAPTER 5.09, EMERGENCY BRIDGE HOUSING APPROVAL OF SITE  
SELECTION AND RELATED ACTIONS**

## RECOMMENDATION

Accept the staff report including the site recommendations and:

(a) Adopt the following resolutions:

(1) Approving the Initial Study/Negative Declaration for the Emergency Bridge Housing Ordinance described below and the development of the recommended sites listed below for Emergency Bridge Housing Communities.

(2) Declaring the continued existence of a shelter crisis in the City of San José pursuant to, and in accordance with, the provisions of California Government Code section 8698 et seq. and designating the two recommended sites to be developed for and used as Emergency Bridge Housing Communities for homeless individuals during the crisis:

(a) Valley Transportation Authority (VTA) staging site located at Mabury Road identified as Assessor Parcel Number 254-01-034; and

(b) Caltrans site located at the South West Quadrant of State Highways 101 and 680 adjacent to Felipe Avenue.

(3) Authorizing the City Manager to negotiate and execute the following:

(a) Documents and amendments with the VTA and Caltrans for the leasing of the two sites recommended for Emergency Bridge Housing Communities through January 1, 2022;

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- (b) An agreement for the development and construction of two Emergency Bridge Housing Community sites and associated change orders with Habitat for Humanity East Bay/Silicon Valley, Inc. in an amount not to exceed \$4,300,000;
    - i. Approve a contingency of up to \$860,000;
  - (c) A grant agreement for the operation and related services for the two Bridge Housing Community sites with HomeFirst Services of Santa Clara County in the amount not to exceed \$1,300,000 through June 30, 2019 with the option to extend the term of the agreement through June 30, 2020 and increase the agreement amount not to exceed \$2,600,000, subject to annual appropriation of funds.
- (4) Finding the requirement that the Housing Department and Habitat for Humanity solicit bids and award a construction contract to the lowest responsible bidder for construction of emergency bridge housing communities would be an "Idle Act" pursuant to Section 1217(E)(6) of the City Charter.
- (b) Adopt an Ordinance amending Title 5 of the San José Municipal Code to add a new Chapter 5.09 to adopt local standards for design, site development, and operation of Emergency Bridge Housing Communities and their structures and facilities in lieu of existing State and local standards and to adopt local standards for Emergency Housing;
  - (c) Adopt the following Fiscal Year 2018-2019 Appropriation Ordinance Amendments in the Multi-Source Housing Fund:
    - (1) Decrease the City Housing Authority Reserve in the amount of \$4,490,000; and
    - (2) Establish a Bridge Housing Communities appropriation to the Housing Department in the amount of \$4,490,000.

## **OUTCOME**

City Council approval of the recommended actions will result in the construction of two Emergency Bridge Housing Communities in San José providing a total of 80 new Emergency Sleeping Cabins (cabins). This Interim Housing strategy provides unhoused individuals with a safe, healthy, and stable environment while they successfully transition from the street to permanent housing. Well-designed community support facilities, programs, and support services for the residents, which are critical to the success of interim housing will also be included. These facilities, along with the associated services, will result in an estimated 320 homeless individuals being served. At least 240 of these individuals are projected to exit to permanent housing over the next two and a half years.

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## **EXECUTIVE SUMMARY**

On December 12, 2017, the Housing Department presented City Council with several strategies for developing Emergency Bridge Housing Communities (BHC) under AB 2176. The City Council approved the Housing Department's recommendations on site scoring criteria and further directed staff to rank all candidate sites, identify the top three and return to City Council after completing several key tasks in preparation for BHC development. On March 2, 2018, the Housing Department informed the City Council that the potential site in District 2 was eliminated as the result of a land swap with the County, reducing the number of potential sites to two. A summary of key actions needed to address the City Council's direction regarding BHC site selection, development and other actions required to proceed with construction, is provided below.

***Shelter Crisis Declaration*** – In order to implement the BHC under AB 2176, the City must confirm the continued existence of a shelter crisis in the City of San José. This memorandum enumerates the homeless crisis that the community is currently facing and supports the findings required for the City Council to make the declaration and authorize development of the BHC sites.

***Site Selection*** - The Housing Department is recommending that the City Council approve development of two sites identified and evaluated for BHC. These sites are the Valley Transportation Agency construction staging site located at Mabury Road, and the Caltrans site located at the South West Quadrant of State Highways 101 and 680 adjacent to Felipe Avenue. The rationale for moving forward with both sites is provided in this memorandum.

***Bridge Housing Communities Strategy*** – San José's two BHCs will operate as an interim housing solution. Both communities have been structured to work in conjunction with the City and County Rapid Rehousing Programs. Consistent with AB 2176, the objective of both programs is to serve homeless households through short-term support with the goal of exiting households from temporary to permanent housing.

***Operation and Services*** – In conjunction with its BHC partners, City staff developed a draft Operations and Services Plan. The plan addresses participant eligibility, supportive services, property management and maintenance, site rules, staffing, security, complaint processes, and neighborhood relations.

***Initiating an Initial CEQA Analysis*** - An Initial Study (File No. PP18-081) of both sites was completed as required by the California Environmental Quality Act (CEQA). The draft study was posted on November 9, 2018 for a 30-day public review and comment period ending on December 8, 2018. Based on the findings within the Initial Study, the Director of Planning Building and Code Enforcement has circulated a draft Negative Declaration (ND). Once the 30-day public comment period is complete, written comments will be included in the Final ND and submitted to City Council in a supplemental to this memorandum.

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***Bridge Housing Communities Ordinance*** – Concurrent with the CEQA review, staff evaluated existing City development policies, permit conditions, ordinances, and resolutions in order to develop building and development standards specific to BHC as required under AB 2176. Staff completed a draft Ordinance in late October which was submitted to the State Department of Housing and Community Development (HCD) for the required 30-day review. HCD completed their review on November, 21, 2018. Staff is seeking City Council approval of the BHC Ordinance.

***Development Costs*** – Per City Council direction, the Housing Department worked closely with external partners to further refine the cabin and site designs to reduce the cost of construction and address potential development constraints of each site. Through the work required to complete the CEQA analysis, develop the BHC Standards, and further refine the BHC designs, staff has determined that the proposed cost to construct each BHC is substantially lower than the preliminary estimates provided to the City Council last December. The current estimate to develop and construct each site is approximately \$2,150,000 per site. The emergency Sleeping cabin (cabin) cost has been reduced from \$18,750 to approximately \$6,500 per cabin.

***Agreements*** – The Administration is seeking authority from the City Council to negotiate and execute the following agreement and a determination that conducting bidding pursuant to the City charter for the development grant would be an idle act under the Charter:

1. Lease agreements with VTA and Caltrans for the use of both sites through January 1, 2022. City staff has begun negotiating the terms of lease with both agencies. It is anticipating that the VTA agreement will be executed within four weeks of City Council approval while Caltrans will take at least four-to-eight weeks to negotiate and execute the agreement. The estimated costs and terms are detailed in this Memorandum.
2. A grant agreement (“development grant”) with Habitat for Humanity (Habitat) in the amount of \$4,300,000 for the construction of two BHC’s with provisions for a \$860,000 contingency equal to 20% of construction costs. The agreement will be structured to reimburse Habitat for actual construction costs plus a fee not to exceed 18% of the construction costs. The total amount paid under the agreement cannot exceed the proposed cost plus contingency (\$5,160,000).
3. A grant agreement with HomeFirst Services Santa Clara (HomeFirst) for the operation and services of both proposed BHC sites. The agreement is in the amount of \$1.3 million to cover ramp-up and operation of both sites until June 30, 2019, with an option to extend the term through June 30, 2020 and increase the agreement amount by \$1.3 million, for a total agreement amount of \$2.6 million.

**BACKGROUND**

On September 27, 2016, AB 2176, authored by Assembly member Nora Campos, was signed into law by Governor Jerry Brown. AB 2176 amended the Shelter Crisis Act and authorized a five-year pilot program allowing the City of San José to create BHC’s for the homeless, in conjunction with: 1) a shelter crisis declaration; 2) adoption of an ordinance establishing local building, health, and safety standards, and; 3) compliance with other terms of the bill including transition plans for each resident. This includes temporary housing in new or existing structures on City-owned or City-leased property. The City has taken various actions pertaining to bridge housing since AB 2176 being signed into law on September 27, 2016. A summary is provided in Table 1.

*Table 1 – Previous City Actions Pertaining to BHC*

<b>Date</b>	<b>Source</b>	<b>Action</b>
10/14/2016	Housing Department	Information Memo – Workplan for AB 2176: Emergency Bridge Housing Communities
4/10/2017	BHC Panel	Developer and Operator Selection completed
4/12/2017	Neighborhoods Commission	Input provided on AB 2176 – Implementation Report
7/28/2017	San José City Council	Information Memo – Updated Site Selection Criteria for Bridge Housing Communities
8/29/17	San José City Council	Recommended revisions to the site selection criteria
12/4/17	Housing Department	Media event unveiling of Gensler Conceptual Designs for “Tiny Homes”
12/12/17	San José City Council	Site selection and implementation recommendations
2/12/2018	Housing Department	Information Memo - Identification of top three potential BHC sites
3/2/2018	Housing Department	Information Memo - Elimination of the potential BHC site in District 2

*City Council Direction*

On December 12, 2017, the City Council directed staff to proceed with numerous tasks related to the site selection and possible development of BHC’s and return to the City Council with full recommendations. The key directives from the City Council are listed below.

- 1) Approve staff recommendation for site scoring criteria for BHC, with no more than one site per district, while continuing to work with partner public agencies.
- 2) Initiate CEQA analysis on a sufficient number of sites to yield three viable options for potential BHC.
- 3) Proceed with community outreach, utilizing the outreach process outlined in the staff report, on the three highest-ranked sites. Work closely with relevant Council offices to ensure thorough outreach to the full range of stakeholders. Return to Council by the summer 2018 for final site approval after the initial community outreach.

- 4) Work with external partners and industry experts on utilizing non-conventional construction materials and methods to further reduce the \$20,000 - \$30,000 per-structure costs and related site development costs.

In order to implement the City Council direction and to effectuate AB 2176, a number of key tasks needed to be completed. These actions are discussed in the Analysis section of the memorandum.

**ANALYSIS**

Prior to presenting recommendations to City Council, a significant amount of preparation and analysis was completed. Table 2 below, summarizes the staff work completed and the associated recommendations.

*Table 2 – Summary of Staff Work Completed for Current BHC Recommendations*

<b><i>Subject</i></b>	<b><i>Summary</i></b>
Shelter Crisis Declaration	Provides the findings to declare a Shelter Crisis as required to effectuate the relief under AB2176.
BHC Site Selection	Identifies the two recommended sites and provide the rationale for selecting these sites.
BHC Strategy	Describes the types of housing and the proposed BHC strategy.
Operation and Services Plan	Provides a high-level description of key operation and service components of BHC.
Community Outreach	Describes the Housing Department’s BHC outreach efforts.
Environmental Review	Details the process and outcome of the environmental review performed for both recommended BHC sites.
BHC Ordinance	Provides an overview of the draft BHC Ordinance.
BHC Construction Standards	Details AB 2176 requirements for Emergency Sleeping Cabins and the development of new City standards.
BHC Site Development Standards	Details AB 2176 requirements for site development and establishment of new City standards.
BHC Development Costs	Provides an overview of the cost components identified in the development of BHC.
Potential Program Expansion	Describes options for potential program expansion.
BHC Solutions in Other Communities	Provides an overview of comparable initiatives in other communities.
Agreements Needed for BHC Implementation	Summarizes terms of the agreements that the City must approve to develop two BHC sites.
Implementation Schedule	Provides an overview of the schedule to develop the two recommended BHC sites.
Follow-up from previous City Council Meeting	Provides responses to City Council questions and directives from the December 12, 2017 meeting

Additional detail pertaining to these subjects which informed the staff work and recommendations is provided in the following sections of this memorandum.

*Shelter Crisis Declaration*

California Government Code Section 8698 allows a city to declare a state of emergency due to a shelter crisis. Such a declaration allows the City to suspend certain regulations and standards of housing, health or safety to the extent strict compliance would prevent, hinder, or delay mitigation of the shelter crisis. It also provides that any city may allow homeless persons to occupy designated public facilities for the duration of the state of the emergency. To declare a shelter emergency, a city must find that there is an existence of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.

San José City Council first declared a shelter crisis on December 8, 2015, under California Government Code Section 8698. This allowed the City to use publicly-owned buildings for the purpose of temporary shelter. City Council declared a continued shelter crisis on three subsequent occasions: December 13, 2016; November 28, 2017; and November 27, 2018. These declarations supported the operation of Overnight Warming Locations throughout the City. A site-specific shelter crisis declaration is required to authorize Emergency Bridge Housing at the two locations recommended in this memorandum.

The Housing Department is recommending that the City Council reaffirm the existence of a shelter crisis due to the lack of available shelter and housing to meet the needs of the existing homeless population in San José. The Department anticipates that the shelter crisis will continue through January 1, 2022 when AB 2176 is set to expire. The information below supports the staff recommendations:

- According to the 2017 San José Homeless Census and Survey, 4,350 homeless people were counted on the mornings of January 24 and 25, 2017.
- Approximately 3,231 (74%) of San José homeless population were unsheltered, including 643 people living in encampment areas.
- The County Office of Supportive Housing identified 684 year-round emergency shelter beds in San José (684 of 746 = 92% of the emergency beds in the County).
- Homeless individuals and homeless advocates have testified that there are insufficient shelter beds to house all of the people living outside.
- Homeless individuals are at risk of injury and harm due to exposure to the weather and the result of having to live outside.
- People sleeping overnight in City parks, sidewalks, parking lots, and creeks impact neighborhoods and the environment.

Approval of this declaration will allow City-owned or leased sites to be used for Bridge Housing Communities.

*Bridge Housing Site Selection*

The Administration is recommending that the City Council approve development of two sites identified and evaluated for BHC. The two sites include:

1. The VTA construction staging site located at Mabury Road identified as Assessor Parcel Number 254-01-034; and
2. The Caltrans site located at the South West Quadrant of State Highways 101 and 680 adjacent to Felipe Avenue.

Based on selection criteria stated in the memorandum approved by City Council on December 12, 2017, both sites were preliminarily identified as the top locations from a list of 122 potential BHC sites for viability and development readiness. The two selected sites can support the development and ongoing operation of this type of temporary, interim housing development with no significant impacts to the environment.

If approved, each site will accommodate 40 cabins along with community support facilities including bathrooms, showers, laundry, common kitchen, and other community space for residents. The two sites will serve approximately 320 unhoused individuals through January 1, 2022. The projected goal is that 60% (240 individuals) will exit to permanent housing within six months or less of entering the BHC.

On November 27, 2018, the City Council approved the allocation of \$2.2 million of the Homeless Emergency Aid Program (HEAP) funding to BHC, which helps support the funding of two sites. The HEAP funds are anticipated to be received in spring 2019, and the City Housing Authority Reserve funded by the Housing Authority Litigation Award (HALA) in the Multi-Source Housing Fund will be used as an interim funding source until that time. Spending of time-sensitive HEAP funds will be prioritized once the funds have been allocated, and the City Housing Authority Reserve will be replenished, preserving funds for future other affordable housing development.

*Bridge Housing Communities Strategy*

**Types of Bridge Housing** – Communities across the county have been constructing unconventional housing for many years. The development of alternative housing continues to gain momentum as the cost of traditional housing remains out of reach for many residents. As cities struggle to find solutions to the growing homelessness crisis, more communities are turning to unconventional housing alternatives. Different types of unconventional structures are being deployed throughout the country. Some are fully self-contained structures with kitchens and bathrooms. Others are very basic and are comprised of only four walls and a roof. Unconventional structures are used in private and public settings with different goals. Some communities along the West Coast have used unconventional structures to provide basic shelter. Other communities, have created more elaborate tiny home communities to house some of their most vulnerable residents.



In developing San José's BHC, Housing Department staff toured unconventional communities or villages throughout California, Oregon, and Washington State to evaluate the various types of housing being deployed. San José's BHC concept was developed from best practices learned from the successes and failures of these communities. The features of the San José's Proposed BHC are summarized below.

***San José's Proposed BHC*** – Based on the requirements under AB 2176 and previous direction from City Council, the Housing Department and its development partners have adapted the original conceptual BHC design from the architectural firm Gensler, to fit the constraints of the two proposed sites and to reduce costs. Following the design concepts reviewed by City Council, the proposed BHC's will consist of 40 cabins designed for individual occupancy. Most cabins will provide 80 square feet of interior space with at least two accessible cabins at 120 square feet for mobility challenged residents. The proposed BHC will also provide community facilities and site upgrades to include:

1. Common bathroom building – A single-wide pre-manufactured building adapted to accommodate:
  - a. One fully accessible bathroom, with shower in accordance with ADA standards;
  - b. Two standard restrooms with full showers;
  - c. Laundry facilities; and
  - d. Community storage.
2. Administrative Building - A double-wide pre-manufactured building adapted to accommodate:
  - a. Office space for HomeFirst;
  - b. Common kitchen for residents to prepare and store food;
  - c. Private meeting space for residents to meet with case managers; and
  - d. A large common space for resident and staff to meet and lounge.
3. Site design – The site design includes the following features:
  - a. Perimeter fencing for the resident's privacy;
  - b. Paved parking for 16 vehicles;
  - c. A trash enclosure;
  - d. A dog run;
  - e. Community garden space; and
  - f. Community gathering areas, including a partially covered accessible deck.

Under AB 2176, the site must meet ADA requirements. Additional details of the cabin and site design, development requirements, and costs are covered later in this memorandum.

***Interim Housing Goal*** - Consistent with the Community Plan to End Homelessness, the primary goal of AB 2176 is to exit residents to permanent housing. Consistent with this goal, San José's BHC Program was created to operate as a form of interim housing. Interim housing is designed to provide short-term housing that provides unhoused individuals with a safe, healthy, and stable environment while they successfully transition from the street to permanent housing.

Well-designed community support facilities, programs, and support services for the residents, are critical to the success of interim housing. Facilities such as showers, laundry, and computer centers allow residents to gain stability after months or years of living in harsh conditions. This interim housing provides the stability needed to pursue new employment opportunities or remove barriers to obtaining permanent housing, such as obtaining personal documents or repairing credit. Structured programs and support services provide residents with the resources to improve their lives and enhance their ability to obtain permanent housing.

***Piloting BHC in San José*** - San José will not be the first to establish a community of unconventional housing structures or implement programs to shelter unhoused residents. However, if approved, it will be one of the first to develop and adopt holistic, uniform standards for an entire unconventional community, with the goal of providing a safe alternative to our unhoused residents. Through this process, San José will continue to innovate and possibly reshape how housing and services are provided to our unhoused communities.

#### *Operation and Service Plan*

The Housing Department, in collaboration with the BHC partners HomeFirst and Community First Silicon Valley, have developed a draft Operations and Services Plan (**Attachment A**). The plan provides overarching standards and guidelines for the operation and service provisions of BHC. As noted in the Neighborhood Outreach section of this report, this draft plan was developed with community input. The plan was also included as an attachment to the 30-day HCD review of the draft City BHC Ordinance and made available during the 30-day public review and comment period under CEQA. Once an agreement is executed with HomeFirst for the operation of BHC, they will use this Operations and Service Plan to develop BHC guidelines that include site-specific staffing requirements. The key operation and service components are listed below.

***BHC Residency*** - Similar to the City's recently opened Plaza Hotel, the two pilot BHC's will work in conjunction with the City and County Rapid Rehousing Programs (RRP). Consistent with interim housing, the primary objective of RRP is to move program participants into permanent housing whether moving from shelter, temporary housing, or the street. Working in conjunction with the RRP will ensure consistent coordination with the County and reduce the cost of providing support services at the BHC. HomeFirst will coordinate with the network of rapid rehousing subsidy providers and case managers to place people into the BHC Program. Under the BHC pilot, participants must meet the following resident eligibility requirements:

1. Be homeless as defined by HUD
2. Have a housing subsidy
3. Be employed or work-able adults
4. Have no convictions for arson, drug manufacturing, or sex offenses
5. Have the ability to pay a minimal rent

Based on a June 30<sup>th</sup> 2018 report from the County's Office of Supportive Housing, over 655 households were actively enrolled in countywide rapid rehousing programs. The report indicates that it takes rapid rehousing program households, on average, over 62 days to secure housing in Santa Clara County. This leaves most households unhoused while they search for homes. For many subsidies holders, it may take much longer to find permanent housing. BHC provides an opportunity for qualified Rapid Rehousing recipients to move immediately off the streets while they complete their housing search.

**Services** – Support services at the BHC will be designed to augment the services provided through the RRP to ensure a successful transition from BHC to permanent housing. Services will be structured under three categories:

1. On-site Support Services – On-site supportive services will be provided during regular operating hours for all residents. Support services include: information and linkages to health resources; employment opportunities; financial budget education; application assistance for external services and resources; and guidance in accessing local community services. The On-site support services are designed to supplement services provided by Case Managers already assigned to residents through other service providers.
2. Case Management Support - While each resident will have a case manager assigned, HomeFirst will provide additional support to augment the case management provided through the coordinated assessment. HomeFirst will assess the resident's needs, then in partnership with the client and their case manager, develop a comprehensive service/housing plan. HomeFirst will utilize the agency's individualized case management model to guide their work with the resident.
3. Workshops and Learning Opportunities - Workshops and Learning opportunities will be offered at the BHC location by the BHC staff, partner agencies, or volunteers. Residents will have the opportunity to engage in various workshops and trainings supporting their housing and service plans. Workshops will focus on addressing areas that program participants can apply to day-to-day life, resulting in long-term self-sufficiency. The determination of the workshop schedule will be finalized based on the needs of the residents.

**Rent** – Consistent with RRP, BHC residents will be required to pay monthly rent. Residents will be required to pay nominal rent for the first six months of residency equal to 10% of the resident's income or \$20 if not employed. For employed residents, rent will increase by 10% every 6 months of residency with a cap of 30%, consistent with the Department of Housing and Urban Development (HUD) requirements for subsidized housing for low-income persons and compliance with requirements under AB 2176.

**Operations and Maintenance Reserve** - HomeFirst will open and maintain an Operations and Reserve Account (O&R Account) for each BHC. HomeFirst will collect monthly rent from residents and deposit into the O&R Account. HomeFirst will track all deposits and expenditures from the account and provide the City with monthly statements along with monthly invoices for

contracted operations and services. While nominal, these funds will be used to offset the regular operations and maintenance cost when needed.

*Community Outreach*

At the December 12, 2017 City Council meeting, the Housing Department provided a recommended outline for the BHC community outreach process, which was approved by the City Council. The Housing Department completed the recommended outreach as well as four added community workshops. All meetings were noticed and translated in English, Spanish, and Vietnamese. Table 3 provides a summary of those meetings. Additional meeting details are provided in **Attachment B**. Comments and questions received at the meeting are available for review.

*Table 3 - Bridge Housing Communities Outreach*

Outreach	When and Where	Purpose
Town Hall Meeting	February 22, 2018 District 7	1) Housing and homeless overview 2) BHC Overview 3) Community questions and concerns
	February 26, 2018 District 3	
BHC Community Workshop	July 11, 2018 District 3	1) Engage the surrounding community 2) Solicit input on proposed BHC site design, operations, and services plan 3) Solicit input on future community engagement
	July 14, 2018 District 7	
	July 17, 2018 District 3	
	July 26, 2018 Vietnamese Community Center District 7	

Outreach meetings were generally well attended, and included a diverse group of stakeholders. Over 430 stakeholders attended the six meetings and included neighborhoods residents, homeless services providers, homeless advocates, housing providers, elected officials or their representatives and homeless residents. The Housing Department collected extensive input from stakeholders at each of the meetings. The two Town Hall meetings were professionally facilitated and this input was considered in planning the development and operation of BHC.

In addition to the community meetings, the Housing Department staff initiated several other methods to communicate with residents. These are summarized below.

1. **BHC Email Address** - To ensure residents had the ability to communicate their ongoing thoughts and concerns about BHC throughout the planning process, the Housing Department created a BHC specific email address. This address was provided to residents at all the community meeting and is displayed on the Department's website. Staff monitors the account regularly and responds to questions accordingly.

2. ***Frequently Asked Questions (FAQ)*** – In response to questions received at community meetings and through emails, the Housing Department created a BHC FAQ. The FAQ answers common questions and addresses misconceptions raised throughout the BHC planning and pre-development process. This FAQ has been updated throughout the process and shared with residents and other stakeholders.
3. ***Regular Updates*** – The Housing Department has collected contact information from nearly 1,100 stakeholders at the community meetings and through sign-ups on the Department's BHC website page. As new information arises, the contacts on this list are notified and receive updates.
4. ***Advisory Group*** – The Housing Department and HomeFirst have committed to regular engagement with the neighborhood residents adjacent to the two sites throughout the development of BHC and ongoing after implementation. Staff has coordinated with the District 3 and 7 offices to engage key stakeholders from those districts. The Department also solicited interest from neighborhood residents at each of the six community meetings. Staff is scheduled to meet with this group of stakeholders to review the draft operations and services agreement in December.

#### *Environmental Review*

While AB 2176 provides reprieve from certain state and local requirements, it does not waive the requirement to complete an environmental review of the project under the California Environmental Quality Act (CEQA). As directed by City Council at the December 12, 2017 meeting, Housing Department staff initiated the required CEQA analysis in the form of an Initial Study. In February, after the Housing Department identified and informed the City Council of the top prospective sites, staff engaged environmental consultant David J Powers to complete the Initial Study on behalf of the City.

***Conducting the Environmental Review*** - David J Powers initiated the necessary work to study the impact of developing BHC's on the two identified sites. However, while the environmental analysis of new development is generally routine, the impact of developing BHC's under AB 2176 presented unique challenges. When evaluating potential environmental impacts and potential mitigation measures of a project, the analysis contemplates state and local development policies to determine how a project might impact the surrounding environment and more importantly, how potential impacts are mitigated through those policies. Due to the flexibility of AB 2176 to suspend state and local standards, some aspects of the projects potential impacts were unknown. As a result, completion of the study was delayed until the BHC building and development policies could be completed.

***Environmental Review Findings*** - The newly developed draft standards were completed in late October and incorporated into a draft BHC Ordinance for City Council approval (Attachment B) and considered in the environmental review. An Initial Study (File No. PP18-081) of both sites, as required by the California Environmental Quality Act (CEQA) was completed and the draft study was posted on November 9, 2018 for a 30-day public review and comment period ending

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December 8, 2018. Based on the findings within the Initial Study, the Director of Planning Building and Code Enforcement has circulated a draft Negative Declaration (ND) in conjunction with the Initial Study. Once the 30-day public comment period is complete, written comments will be included in the Final ND and submitted to City Council in a supplemental to this memorandum. The Housing Department notified the 1,100 stakeholders on the BHC interest list of the CEQA posting.

### *BHC Ordinance*

Staff is seeking City Council approval of the draft BHC Ordinance required to proceed with development and operate BHC's in San José. Per the requirements of AB 2176, the draft BHC Ordinance was completed and submitted to HCD for the required 30-day review on October 31, 2018. The draft BHC Ordinance outlines four key components of Bridge Housing listed below:

1. Purpose and Findings
2. Site Development Standards
3. Building Standards
4. Operations and Services

During the 30-day review period, City staff communicated with HCD regularly. The draft was revised to clarify certain provisions per HCD input. Though AB 2176 requires the City to submit the draft Ordinance for review, it does not require HCD approval. After completing their review on November, 21, 2018, they provided the City with a review summary letter. The review letter from HCD in **Attachment C**, notes the City's coordination with HCD and the HCD-initiated changes which were incorporated into the final version. HCD noted some potential ambiguities in four sections of the Draft Ordinance. City staff intentionally drafted these sections to provide increased flexibility in those provisions. Once City Council approves the draft BHC Ordinance, staff will return to City Council in January for a second reading of the Ordinance. At that time, the Ordinance will be adopted. The Ordinance will become effective 30 days after the second reading.

### *BHC Construction Standards*

AB 2176 provides the City with the flexibility to develop and adopt standards in lieu of compliance with state or local building, health, habitability, or safety standards and laws. However, the bill does set minimum standards for the design of the cabin. These requirements are in place to ensure life-safety codes are addressed. Health and sanitation standards are also included. The cabins requirements set forth in the bill include:

- Relocatable hard sided structures
- Minimum of 70 square feet for single occupancy and 120 square feet for double occupancy
- Minimal structural requirement for the roof

- Electrical power as needed to meet the minimal light and heat requirements which include:
  - At least one outlet
  - At least one interior light
  - Smoke detector
- Ventilation
- At least two forms of emergency exit (windows included)
- Privacy locks
- Accessibility compliance with the California Building Code (CBC)

***Developing Construction Standards*** – City staff developed “*Standards for Emergency Sleeping Cabins*” to fully understand the cost of constructing the cabins and to evaluate potential cost savings as directed by the City Council. The City’s selected BHC developer, Habitat assisted with the development of the construction standards. These standards can be found in section 5.09.410 of the BHC Ordinance.

In developing these standards, staff was required to evaluate existing life-safety, health, and habitability standards and weigh the cost and urgency of expeditiously housing homeless residents. Over the past several months, City staff and its partners have successfully developed building and design standards that achieve the objective of creating safe, healthy, and dignified interim housing, which can be quickly constructed at a reasonable cost.

Beyond the requirements established in the standards, Habitat has added insulation, solid interior wall and ceiling surfaces, resilient flooring, interior shelving, and storage in each cabin. These additional components add significantly to the livability and sanitation for the residents and contribute to ongoing durability of the cabins. (see **Attachment D** for Cost Detail)

#### *BHC Site Development Standards*

Site development standards were developed concurrent with the building standards and in conjunction with the environmental review. AB 2176 provides the City with the ability to suspend state and local land use plans (including the General Plan) as well as other development statutes. As with the cabins, the bill also provides minimum standards for the development of the BHC community facilities. AB 2176 includes the site requirements listed below:

- Community support facilities including showers and bathrooms adequate to serve the anticipated number of residents.
- Supportive and self-sufficiency development services.
- Location of the BHC must be located on any City-owned or City-leased land
- Compliance with 11B of the CBC including site accessibility

***Creating Site Development Standards*** – As mentioned, the Housing Department worked with its partners to create development standards for BHC communities. Municipal Code Section 5.09.500 “*Standards for Site Development*” of the BHC Ordinance provides an overview of the

new standards. Section 5.09.500(A) entitled “*Conditions/Provisions for Bridge Housing Communities required for CEQA Compliance,*” details the policies and mitigation measures required for compliance with the standards. These are provided as **Attachment E**. Site development standards were also necessary in shaping the final BHC design. Understanding the potential environmental constraints for each site was key to developing the final site design standards. Habitat was able to create an adaptable design that works for both locations. The Site Designs are provided as **Attachment F**.

*BHC Development Costs*

At the December 12, 2017 City Council meeting, the Housing Department presented several development and operation/service options with related costs. The development and construction costs were based on conceptual designs from Gensler. The designs were developed before the BHC sites were selected. Since the December meeting, staff has worked with Habitat and other development partners to develop the building and development standards, refine the site and cabin designs, and investigate utility requirements and costs for each of the two sites. Based on the final designs and new standards, the cost of development and construction is estimated to be approximately \$2,150,000 per site. Table 4 below provides a cost summary for the revised design and comparison with the preliminary estimates provided last December.

*Table 4 – Projected Development and Construction Costs*

<i>Development</i>	<i>Preliminary Cost Projections</i>	<i>Revised Cost Per Site (40 Cabins)</i>
<b>Direct Development and Construction Cost</b>		
Site Development	\$1,775,000	\$990,000
Community Facility Buildings	\$400,000	\$300,000
Emergency Sleeping Cabins	\$750,000	\$260,000
Sub-total	<b>\$2,925,000</b>	<b>\$1,550,000</b>
<b>Indirect Development and Construction Cost</b>		
General Conditions	<b>Included in Site Development</b>	\$280,000
Habitat Overhead	<b>Not included</b>	\$320,000
Sub-total		<b>\$600,000</b>
Total Development		<b>\$2,150,000</b>
Construction Contingency	<b>Not Included</b>	\$430,000
Total Development with Contingency		<b>\$2,580,000</b>

Additional detail on the development cost components is provided below.

**Site development** – Many site development and environmental factors were unknown until the site development standards and draft Initial Study were completed in late October. As a result, Habitat is still developing some of the site development cost estimates. While the two sites being recommended for BHC can easily support the development of BHC, both sites are currently undeveloped and require extensive improvements to support this type of interim housing. Electrical power must be installed for each cabin and community facility. Water and sewer must be installed at each site for the community facilities, primarily for bathroom and shower usage.



Habitat has projected the preliminary site development cost at approximately \$990,000. This includes the estimated cost of utility installation, site preparation, fence construction, paving in the parking area and all landscape including ADA walkways. Additional detail on site development costs is provided within **Attachment D**.

**Community Facility Buildings** – After developing the construction standards and finalizing the designs, the community facility construction costs are now clearly identified. The Community Facility Buildings design, which can be found in **Attachment G**, includes restrooms, showers, laundry, meeting space, and a common kitchen. As with all construction, some variables may change; however, Habitat and City staff are confident that these costs will remain under the projected \$300,000.

**Emergency Sleeping Cabins** – Once the construction standards and cabin specifications were completed, the development team thoroughly evaluated every opportunity to reduce costs, while ensuring the cabins remained safe and compliant with the BHC standards. The current estimated cost to construct each unit is approximately \$6,500. This is approximately the same cost as the modified Tough Sheds being purchased in neighboring cities. The modified Tough Sheds do not meet the standards under AB 2176 (See **Attachment H** for comparison to other jurisdictions). As with the Community Facility Buildings, the cabin costs will not vary significantly from the revised estimates. In addition to developing the construction standards and finalizing the cabin construction designs, Habitat has constructed a prototype of the final design, allowing Habitat to accurately record the cost factors to build the cabins.

**General Conditions** – The General Conditions reflect indirect costs associated with the project but are not direct construction costs. With the BHC, examples of General Conditions include: site supervision; project management; site security; temporary utilities; temporary facilities; cabin transport; and tools and equipment.

**Habitat for Humanity Overhead** – As a non-profit, Habitat does not include profit as a for-profit would typically charge. Overhead costs are administrative expenses required to operate the organization. Examples include indirect staffing such as accounting, personnel, and office support. It also includes expenses such as insurance and office space costs.

**Contingency** - All construction projects experience unknown factors or project changes that affect the final project budget. Typically, new development projects take two to three years to plan, design and permit, prior to start of construction. The Housing Department and its development partners have completed the critical tasks listed above in the planning and pre-development of the BHC sites. However, some of the key cost elements, such as utility installation and site mitigation requirements, are still being determined. Given the level of uncertainty, a 20% contingency is recommended for this project. Any changes to the original estimate must be approved by the City before contingency can be used. It is possible that part or all of the contingency will not be needed.

### *Cost Alternatives*

As described above, only a small portion of the projected BHC development cost is attributed to cabin construction. Based on the cost estimates provided by Habitat, the total cost of constructing 40 cabins for a BHC is approximately \$260,000 or 17% of the total construction hard cost. Site development construction costs (\$990,000) comprise 64% of the total construction costs. Staff evaluated potential alternative methods, materials, and equipment for potential cost savings. Examples of the alternative methods and materials considered are provided below.

*Solar Power* – Although solar generated power has continued to become more affordable over the past decade, it is still a costly alternative to install and maintain. For most residential applications, property owners see a Return on Investment (ROI) over an extended period of time; generally, 8 to 10 years. Additionally, solar systems that work independently from the utility network, require additional equipment to collect and store power during non-generating periods. Given the temporary nature of BHC, it is not feasible to use solar to power the site.

*Portable Waste Systems* –Habitat has estimated the cost of extending permanent sewer at approximately \$250,000 for both sites. A permanent sewer system, connected to the City network, ensures that the community facilities, including the common bathrooms, showers, laundry, and kitchen will be adequately served even at full capacity. However, in performing its due diligence, staff evaluated two different alternatives to a permanent sewer system at each site. These include:

1. Use of Portable Waste Storage Tanks - The use of a portable system made up of several waste tanks plumbed directly to the two proposed community facilities. The ongoing cost to maintain and clean this system is estimated at \$330,000 for two sites over the three years of BHC operation. With a projected cost of \$250,000 for a permanent sewer connection and potential holding capacity questions, this option is not recommended. The cost is significant if the AB 2176 is extended beyond 2022.
2. Use of Portable Toilet and Showers - The second option evaluated the use of portable toilets, washing stations, and portable showers. Specific features include three portable toilets and two hand wash stations with service twice per week. Including portable shower and laundry the projected cost over the next three years is \$636,000 per site. This option is not recommended – In addition to cost, health and sanitation would be a concern. Potable water will need to be added to the site regardless of the waste system options selected.

### *Potential Program Expansion*

The Housing Department has committed to returning to City Council after one year of Operation to report on the progress of both Bridge Housing Communities. If the City Council decides to pursue expansion of the BHC Program, the extensive work done to implement these two pilots will have laid the groundwork for future sites. With the development of BHC building and development standards and an adaptable site design, future developments can be developed in much less time than it has taken to bring these two sites forward. Although CEQA review will be

required for future sites, an adopted BHC Ordinance that clearly defines the parameters of developing and operating a BHC will significantly reduce the environmental review period.

Although the current BHC proposal is to develop a Bridge Housing Community with independent sleeping cabins, the BHC Ordinance provides authority and building standards for developing Bridge Housing within existing buildings. This is a strategy that the City could choose to pursue in the future.

### *BHC Solutions in Other Communities*

In preparation for BHC planning and development, Housing Department staff toured several other unconventional housing communities throughout California, Oregon, and Washington State. Municipalities that sponsor these communities and the non-profit agencies that operate them were open to sharing information with City of San José staff. Staff sought information pertaining to costs, site amenities, population, operation, on-site services, outcomes, and other aspects of these communities.

Staff found that site designs and structure types range greatly from site-to-site and depend on the desired outcome of the municipality that sponsored it. Most communities have established simple sites and structures designed for basic shelter for their homeless population. Other communities have begun to adapt from basic shelter to temporary housing. Because of their size and similarities to San José, staff focused its operation and cost comparisons to unconventional housing communities developed in Seattle Washington and Oakland California.

***Seattle*** - Seattle has been at the forefront of developing unconventional housing communities for several years. Through the efforts of non-profit partners like Low Income Housing Institute (LIHI), Seattle has expanded to ten (10) communities. Beginning with “low barrier” permitted encampments like their Interbay community, which is designed to providing basic shelter, Seattle has shifted their focus to more amenity and service enriched communities such as Whittier Heights and True Hope Yesler. Like the proposed San José BHC, the newest communities in Seattle consist of 15 to 25 several small sleeping structures, community facilities such as hygiene trailers and kitchen facilities, with onsite-services and professional security.

***Oakland*** - Oakland’s Castro Street site opened in early 2018, as a geographically focused site to address one of their larger non-permitted encampments. The site provided 20 basic Tough Shed structures, no common facilities, portable toilets with limited services. Oakland has expanded their efforts to include the Northgate and Lake Merritt sites. These sites consist of 20 modified Tough Sheds, some limited community facilities, portable toilets and expanded services. As with Seattle, Oakland has gradually moved toward more amenity and service enriched communities.

The Seattle and Oakland programs have many differences in design, operation, and service provisions from the proposed San José program. Staff has prepared a high-level cost comparison for City Council to review. This is provided as **Attachment H**.

*Agreements Needed for BHC Implementation*

The Housing Department is seeking City Council approval of several agreements needed to pursue development and operation of the two BHC sites. A description of these agreements is provided below.

**Site Lease Agreements** – The Housing Department has engaged both the VTA and Caltrans to discuss the terms, conditions, and timing of executing lease agreements for the sites on which the BHC projects will be developed. Prior to the City committing to a specific site, neither agency was able to invest significant time to preparing an executable agreement. However, both agencies were open to discussing general terms and timing of executing an agreement. Though staff will continue working with both agencies to finalize terms and execute agreements, it is anticipated that the VTA site will be executed first and the Caltrans agreement will follow shortly after and that total leasing costs for the term through January 1, 2022 should not exceed \$30,000. The general terms are provided in Table 6.

*Table 6 - General Terms of Draft VTA and Caltrans Lease Agreements*

	<b>VTA</b>	<b>Caltrans</b>
Agreement Type	Ground Lease	Air Lease
Duration	VTA has committed to leasing through 2022	Caltrans has committed to leasing through 2022
Fees	<ol style="list-style-type: none"> <li>1. Cost recovery plus a small annual fee to be determined</li> <li>2. Cost recovery for VTA staffing time to develop lease, review plans, etc.</li> </ol>	SB 519 provides the City of San José, San Francisco, and Los Angeles the right of first refusal to lease up to 10 Caltrans Parcels for \$1 per month and \$500 per year
Conditions	As-is	As-is
Est Timing	At least 2-4 weeks	At least 4-8 weeks

Staff is seeking authority from the City Council for the Director of Housing to negotiate and execute lease agreements with both agencies to avoid any further delays in the development of both sites.

**Development Grant Agreement and Idle Act Findings.** Habitat for Humanity was selected through a Request for Qualification (RFQ) process to develop and construct Emergency Bridge Housing on behalf of the City, but no formal bidding process was conducted. Habitat is a nationally recognized non-profit organization that provides construction and development services primarily through volunteers. The emergency sleeping cabins will be constructed off-site by volunteers and volunteer coordinators. Once assembled, the Cabins will be transported to each site and installed using a combination of Habitat staff and volunteer labor. Surrounding neighbors and potential end users will be invited to volunteer both at the off-site facility and at each site.

Under the City Charter, solicitation is required for public works projects, although there is an exemption for situations where solicitation of bids would for any reason be an idle act. The

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contractor/grantee in this case is Habitat for Humanity, a non-profit partner that relies on volunteer labor and can perform the work with a greatly reduced labor cost. Since these costs will be so much lower than on a traditional project, staff recommends that the Council find that the solicitation of bids would be an idle act.

Summary of Developer Agreement Terms: Staff has been drafting terms of the developer agreement. The Agreement will allocate \$4.3 million plus \$860,000 in contingency funds in 2018-2019. Unexpended funds will be rebudgeted to 2019-2020 to complete the development. Habitat will provide all labor and material to construct both sites, including all site preparation, community facilities and emergency sleeping cabins. The Agreement is structured to reimburse the Habitat for actual costs incurred for development and construction. In addition to reimbursing the Habitat for development and construction costs, the City agrees to pay the Developer an overhead fee not to exceed 18% of the construction cost plus General Conditions. A draft Scope of Work is attached (**Attachment I**) for review.

**Operator Agreement** - HomeFirst was selected through a competitive RFQ as the site operator for the BHC. HomeFirst owns and operates the Boccardo Reception Center (BRC), Santa Clara County's largest year-round homeless shelter, and operates the two seasonal cold weather shelters in Sunnyvale and Gilroy. In addition to providing emergency shelter services, HomeFirst employs homeless outreach throughout San José as well as providing street-based case management services.

Summary of Operator Agreement Terms: Staff has been drafting terms of a grant agreement not to exceed \$2.6 million for the operation and services for the BHC sites through June 2020. HomeFirst will be operating under the optimum plan articulated in the December 12, 2017 memorandum approved by city Council. The initial term of the agreement is through June 30, 2019 for \$1.3 million and provides funding for HomeFirst to ramp-up for operation of both sites, including purchase of equipment, furniture, supplies, and hiring staffing. It is estimated that the first site will begin operation in late June of 2019 and the second site will be operational in August 2019. The agreement also includes an option to extend the contract through June 2020 at an additional cost of \$1.3 million. After that period, HomeFirst and the Housing Department will re-evaluate the operations and service needs for cost saving opportunities. A draft Scope of Services with preliminary performance outcomes is attached (**Attachment J**). Staff will complete the negotiation and execute the agreement shortly after approval of the recommendations.

Staff is seeking authority from the City Council for the Director of Housing to negotiate and execute the developer and operator agreements to avoid any further delays in the development and implementation of both sites.

#### *Implementation Schedule*

If staff recommendations are approved, Habitat would start with the grading and site preparation at the VTA site in late January. When grading and site preparations are complete at the VTA site Habitat will begin grading and site preparation at the Caltrans site in early spring. Habitat

estimates the first site will be substantially complete in May with occupancy in June. The second site is project to be open in early August of 2019. A detailed schedule is provided in **Attachment K**.

*Follow-up from previous City Council Meeting*

At the City Council meeting on December 12, 2017, the City Council directed staff to proceed with various key actions in the site selection and development of BHC. In addition, the City Council also directed staff to return with additional information related to BHC and other homeless programs. Staff has prepared responses to the questions and directives from City Council. These responses are provided in **Attachment L**.

**EVALUATION AND FOLLOW-UP**

The Housing Department will report back to City Council after one year of opening the first site. At that time, staff will provide the City Council with a memorandum that includes the final accounting of the development and construction of both sites. The document will detail the final costs, the final project timeline, and lessons learned as the first to develop BHC in California. Staff will also report on the progress of the BHC in exiting residents into permanent housing. The memorandum will also provide progress on the operator's performance in the delivery and coordination of services, including feedback from those who reside at the BHC.

**PUBLIC OUTREACH**

As stated in the Community Outreach section of this memo, the Housing Department's recommended outline for the BHC community outreach process was approved by City Council on December 12, 2017. The Housing Department completed the recommended outreach as well as four added community workshops. All meetings were noticed and translated in English, Spanish, and Vietnamese.

The Projects draft Initial Study, which include the BHC draft Ordinance, development standards, and Operations/Services Plan, was posted for public review and comment on November 9 through December 8, 2018. This memorandum will be posted on the City's Council Agenda website for the December 18, 2018 Council Meeting.

**COORDINATION**

Preparation of this report has been coordinated with the Office of the City Attorney.

### **COMMISSION RECOMMENDATION/INPUT**

This item is returning to City Council at their direction. This item was not coordinated through the Housing and Community Development Commission.

### **COST SUMMARY/IMPLICATIONS**

Bridge Housing Communities costs consists of development, operating, and minor site lease costs as outlined below:

- **Development** costs are \$5.16 million, including project costs of \$4.3 million and a 20% contingency of \$860,000. Development costs will be funded from the General Fund Homeless Rapid Rehousing Appropriation (\$670,000) and the City Housing Authority Reserve in the Multi-Source Housing Fund (\$4.49 million). As discussed above, \$2.2 million of the HEAP funding will be used to support BHC sites. These funds are anticipated to be received in spring 2019, and the City Housing Authority Reserve, which is being used as an interim funding source, will be replenished at that time.
- **Operating** costs are projected at \$2.6 million through June 30, 2020. The 2018-2019 allocation is recommended at \$1.3 million and covers startup costs with the first site operational in June 2019 and the second site operational in August 2019. The 2019-2020 allocation is also estimated at \$1.3 million and will cover operations for the full year. After that initial period, operating costs will be evaluated to determine if there can be cost reductions. These costs will be funded by the General Fund Homeless Rapid Rehousing appropriation.
- **Site Lease** costs for the two BHC sites are estimated not to exceed \$30,000 for the three-year period. Caltrans lease costs are approximately \$500 per year, or \$1,500 for the duration of the lease. The VTA site costs have not been finalized, but will include recovery costs for lease development (staff costs, plan review, etc.) and a nominal annual fee. These costs will be funded by the General Fund Homeless Rapid Rehousing appropriation.

AB 2176 expires January 1, 2022. If AB 2176 is extended beyond January 1, 2022 and the City would like to continue and/or expand the Bridge Housing Communities, an ongoing funding strategy will need to be developed. The General Fund Homeless Rapid Rehousing budget totals \$4 million annually and supports this program as well as other supportive housing needs (e.g., casework and vouchers).

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**BUDGET REFERENCE**

The table below identifies the fund and appropriation proposed to fund the actions recommended as part of this memorandum.

Fund #	Appn #	Appn. Name	Total Appn	Amt. for Contract	2018-2019 Adopted Operating Budget Page	Last Budget Action (Date, Ord. No.)
448	8497	City Housing Authority Reserve	\$20,598,554	(\$4,490,000)	X-70	10/16/2018 Ord. No. 30172
448	New	Bridge Housing Communities	\$0	\$4,490,000	N/A	N/A
001	2062	Homeless Rapid Rehousing	\$2,090,000	\$2,000,000	IX-14	6/19/2018 Ord. No. 30124

**CEQA**

Negative Declaration for the Bridge Housing Communities project, File No. PP18-081.

/s/  
**JACKY MORALES-FERRAND**  
 Director of Housing

  
**MARGARET MCCAHAN**  
 Budget Director

For questions, please contact James Stagi, Acting Division Manager, at (408) 535-8238.

**Attachment Index:**

- Attachment A - Operations and Services Plan
- Attachment B – Outreach Summary
- Attachment C – HCD Response to BHC Draft Ordinance
- Attachment D – Cost Detail
- Attachment E - *“Conditions/Provisions for Bridge Housing Communities required for CEQA Compliance”*
- Attachment F – Final Site Design
- Attachment G – Community Facility Design
- Attachment H – Comparison to Other Jurisdictions
- Attachment I - Draft Development Scope of Work
- Attachment J – Operations and Services Agreement
- Attachment K - Project Schedule
- Attachment L – Prior Council Direction



Attachment A

**City of San José**  
**Bridge Housing Communities**  
**Operations and Services**  
**Overview**

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## Introduction

The City of San José's Bridge Housing Communities (BHC) are intended to provide interim housing opportunities to unhoused adults in a safe, private, and secure environment. Through an array of on-site supportive services, community engagement, and direct contributions to the BHC, residents are empowered to build stability and self-sufficiency while bridging from homelessness to permanent housing.

Each BHC site will be owned or leased by the City of San José. The BHC sites will be operated by a nonprofit organization contracted by the City of San José ("Operator"). The Operator will be responsible for the day-to-day operations and property maintenance as well as programs and services administered at each site.

While the Operator will assume all responsibility for the day-to-day maintenance and operations of the City of San José's BHC developments, they will explore several aspects of self-governance to incorporate into San José's BHCs. Various forms of self-governance have been successfully implemented in other communities or tiny home villages across the country. Successfully implemented self-governance models provide numerous benefits to Authorities Having Jurisdiction (AHJ), site operators, and village residents, including:

- Reduced site operation costs
- Expanded staff capacity and flexibility
- Sense of place and ownership for residents
- Increased self-reliance
- Skill building

During the first year of operation, the Operator will begin developing and phasing in aspects of self-governance within the pilot BHC development and modeling for potential future BHC developments. Based on the BHC population, occupancy duration, and resident skill sets, the following aspects of self-governance may be implemented:

- Security
  - On-site
  - Gate keeping
- Outreach
- Maintenance
- Operations
  - Scheduling
  - New resident orientation
  - Resident exiting
  - Rules Enforcement

### **Oversight and Support Committee**

The Operator will organize and convene an Oversight and Support Committee in conjunction with the City of San José. The purpose of the Committee is to provide guidance and support to the Operator on day-to-day operations of each BHC and that the service provisions are in alignment with the BHC mission and values. The Committee shall be led by the Operator, homeless services stakeholders, BHC residents, and the City of San José. It will meet monthly, on-site, to ensure that all partners involved in the BHC are maximizing their time and effort through effective planning and communication. Meetings will be designed to provide regular updates on program objectives and outcomes, create solutions for BHC challenges, general operating updates and other BHC items that require support and prompt attention such as:

- Security Concerns
- Maintenance Requests
- Rule Violations
- Resident Input

The Operator will provide meeting minutes to the Housing Department no more than 14 days after each meeting. The Committee will guide the Operator in preparing a progress report after a year of operating the BHC in preparation for an annual report to the City Council or City Council Committee on the performance of each BHC. The progress report will be in a format approved by the Housing Department.

### **BHC Advisory Group**

The BHC Operator, in conjunction with the City of San José, will form a BHC Advisory Group (BAG). The BAG will be made up of engaged stakeholders such as community members, local business owners, partner agencies, and government representatives. The Operator will use the Housing Department's list of stakeholders who have expressed an interest in ongoing BHC engagement as well as stakeholders obtained through Operator outreach. The BAG will meet quarterly to review the BHC operations and provide input and feedback from an external perspective to help inform program practices and consider the impact made on the surrounding community.

## Participant Eligibility

### Program Eligibility

The BHC is an interim housing program. Eligible participants will be those enrolled in a Rapid Rehousing Program operated in San José and funded by the City of San José or the County of Santa Clara.

The process steps are outlined below.

#### 1. Step #1: **Referral**

- a. Eligible referrals to the BHC program include:
  - i. Rapid Rehousing Program participants who were previously referred by the County of Santa Clara to the case management agency from the community queue and are currently enrolled and searching for permanent housing; or
  - ii. Potential Rapid Rehousing participants who have yet to be referred by the County of Santa Clara to a Rental Subsidy Administrator from the community queue with a score range of 4-7 in the Homeless Management Information System (HMIS).
- b. The Operator will determine the number of referrals needed and work with the Rapid Rehousing Program partners and the County of Santa Clara to coordinate program capacity, intake and enrollment.
- c. The County Office of Supportive Housing pulls a certain number, as identified by the Operator and partners, of potential residents from the community queue in HMIS to be referred to Rapid Rehousing Program and BHC as the interim housing option and distributes the referrals accordingly.
- d. The County of Santa Clara will ensure that referrals will meet all of the following criteria:
  - i. Meet the score range in HMIS of 4-7 for individuals; and
  - ii. Are determined literally homeless as defined by HUD; and
  - iii. Are single individuals.

#### 2. Step #2: **Secondary Assessment (to be done by assigned case manager)**

- a. Once the Rental Subsidy Administrator receives referrals, the Case Manager must facilitate a secondary assessment to evaluate referral and program eligibility.

- b. This is the opportunity to clearly articulate and identify interest and further eligibility, including household size, income requirements, employment history, criminal background, etc.
  - c. Any referrals not deemed eligible can be sent back to the County of Santa Clara and the community queue to await appropriate housing services.
3. Step #3: ***Rapid Rehousing Enrollment***
- a. Once deemed eligible for rapid rehousing and the specific Rapid Rehousing Program to which they were referred, an intake packet must be completed for each new participant with their assigned Case Manager.
  - b. The participant will need to undergo the process to become income eligible, and receive a subsidy.
  - c. The Case Manager will inform the participant about BHC. An informational flyer with program description and objectives will be provided.
  - d. If interested, the Rapid Rehousing Program participant may be referred to the BHC program to access interim housing.

### **BHC Enrollment Process**

In addition to being enrolled in a Rapid Rehousing Program, prospective residents must meet the following minimal screening criteria:

1. Employed or employment ready adults (this may vary based on specific site requirements)
2. No convictions for arson, meth manufacturing, and sex offenses
3. The ability to pay a minimal rent (see rent requirement at "*Property Management and Maintenance*")

To apply to the BHC, prospective residents will need to comply with the following steps:

The Operator will regularly coordinate with Case Managers who refer prospective residents to find BHC eligible applicants from the community queue. Future BHC's may have targeted populations, which may alter the types of referrals Operator requests from Rapid Rehousing Program partners and the County of Santa Clara.

#### **A. Operator Screening**

- a. Once the eligibility packet has been received, the Operator will evaluate the prospective resident for acceptance into the BHC Program. To make this determination, a complete eligibility packet must be available for review. A complete eligibility packet includes:
  - i. RRH Eligibility Form
  - ii. Background Check

- iii. Voucher/case manager check to determine if prospective resident can pay the required rent
- iv. BHC Application

## **B. Interview Orientation to Bridge Housing Community & Issuance of Community Guidelines**

- a. Once the initial screening has been completed and the prospective resident is determined eligible for BHC residency, the Operator Resident Advocate will conduct an interview with the prospective resident and their assigned Case Manager. The interview will include procedures in determining eligibility based on the complete eligibility packet. Vital documents such as valid photo identification will be requested from the Rental Subsidy Administrator to document eligibility. During the interview, the Operator Resident Advocate will clarify any information provided by the applicant household and answer questions regarding admission procedures.
- b. Once the interview is complete and the prospective resident agrees to abide by the community guidelines, they will sign the community agreement and schedule a resident orientation (this may take place immediately after the interview is complete). The resident orientation will include:
  - i. Written orientation materials including general information about the BHC Program, resident services offered, community resources, emergency procedures and neighborhood services and amenities;
  - ii. Tour of the site and viewing of different vacant unit types (if made ready and available) for unit selection;
  - iii. A thorough review of the Community Guidelines, Regulations and the provisions of the Community Agreement and addendums; and
  - iv. A thorough review of the move-in preparation procedures.

### **Intake for Returning Residents**

- A former resident is eligible to re-enter the BHC program, unless they exited the program due to:
  - Non-compliance or rules/program elements
  - Acts/threats of violence
  - Confiscation of drugs, firearms, or weapons
  - Excessive disruptive behavior
  - Destruction of BHC property
  - All re-entries must have prior approval from On-site manager

- Returning residents of the BHC program must complete step 3 of the enrollment process for reassessment and reentry into the BHC program.

### **Resident Recertification**

When a resident has been enrolled in the BHC program for one year, the Operator will work with the Case Manager and Rapid Rehousing Administrator to recertify the resident, using the City of San José Rapid Rehousing Housing Eligibility Form. The form should be submitted within a month after the one-year mark.

### **Homeless Outreach**

The Operator will be required to provide homeless outreach services within the immediate area of each BHC. The purpose of outreach to the homeless persons residing around the BHC site is to ensure that they are assessed via the VI-SPDAT, which is the tool used to refer potential residents to housing opportunities throughout Santa Clara County including BHC through the Rapid Rehousing Program. Outreach by the Operator will be conducted in three ways:

- A. Daily BHC Perimeter Monitoring**– The Operator will monitor the immediate perimeter of the BHC daily to ensure that site is free of unpermitted encampments, loitering and abandoned items. Should these situations arise, the Operator will deploy outreach and work with the City of San José’s Homelessness Response Team to respond.
- B. Proactive Outreach** – The Operator will conduct proactive outreach for a minimum of two times per week, within a 300-foot radius of the BHC. The Operator will establish a reasonable boundary to conduct regular proactive outreach to assess those living around the BHC site for shelter and services. The Operator will deploy outreach and work with the City of San José’s Homelessness Response Team to respond.
- C. Reported Encampments** – During regular office hours, the Operator will maintain a BHC phone line for prospective residents, neighborhood residents, vendors and any other potential stakeholders seeking information about the BHC. If during business hours the Operator receives information about a reported encampment in the immediate area of the BHC, the Operator will work with the City of San José’s Homelessness Response Team to respond.

## **Required Supportive Services**

Residents of the City of San José's BHC will be referred from the community queue after meeting the initial eligibility requirements of Rapid Rehousing. Once accepted into the program, the assigned Case Manager assesses the resident to determine their service needs. BHC coordinated services will be designed to augment and bolster services provided by their assigned Case Manager. The primary goal of the Operator Resident Advocates is to work with each resident to design a personalized Housing Plan. Each Housing Plan will identify the resident's specific service needs and a path to securing permanent housing. To achieve the goals identified in each Housing Plan, the Operator will either administer or coordinate services such as legal services, credit counseling, career counseling, or housing placement assistance.

While securing permanent housing is the primary goal of the residents of BHC, it is equally as important to provide appropriate on-site services and linkages to appropriate services that support self-sufficiency (i.e. financial workshops, resume building, nutrition, and conflict resolution) to residents.

### **Drop-In Support Services for On-site Residents**

Drop-in supportive services are provided during regular operating hours for only residents living on-site, provided by the Operator's Resident Advocates. Support services include information and linkages to health resources, employment opportunities, financial budget education, application assistance for external services and resources, guidance in accessing local community services. The drop-in support services are designed to supplement case management service provided by Case Managers already be assigned to residents through other service providers

### **Case Management Support**

While each resident will have a case manager already assigned, the Operator will provide additional support to augment the case management provided through the coordinated assessment. Operator Resident Advocates will assess the resident's needs, then in partnership with the resident and their case manager, they will ensure that a comprehensive service and housing plan is developed in coordination with the residents assigned case manager. Operator Resident Advocate will utilize the agency's individualized case management model to guide their work with the resident.

The model goal for case management of clients is to engage client in the process of setting goals, developing a housing plan to transition to permanent housing; and prepare each client to retain and sustain housing



### **Workshops and Learning Opportunities**

Workshops and Learning opportunities will be offered on-site either facilitated by the Operator, or provided by partner agencies or volunteers. Residents will have the opportunity to engage in various workshops and trainings supporting their housing and service plans. Workshops will focus on addressing areas that residents can apply to day-to-day life, resulting in long-term self-sufficiency. The determination of the workshop schedule will be finalized based on the needs of the residents and may include:

- Pet Health- City of San José Animal Care & Services Office
- Employment- Work2future, SJPL Works, Resume building, and job search techniques
- Financial literacy
- Nutrition
- Conflict resolution- Communication workshops
- Faith-based community services
- Environmental Cleanliness- City of San José Anti-litter, Anti-graffiti, and Illegal dumping

An Operator Resident Advocate will be responsible for the coordination of these services and will provide regular calendar of events to residents and partners. The on-site Manager will prepare for the on-site workshops and:

- Have the assigned resident setup and cleanup the meeting space
- Remind residents to attend
- Welcome the facilitator
- Provide a sign-in sheet

Tools for success will also be provided to each resident including: a map with nearby transportation options, public spaces, and service providers.

### **The Plan for Transitioning to Permanent Housing**

Upon the start of BHC service engagement, the Operator Resident Advocate will conduct an initial needs assessment developing an individual self-sufficiency plan for each resident. This plan will incorporate each resident's case managers plan for permanent housing. This plan will identify the challenges the resident faces, as well as their goals around housing stability, self-sufficiency, and wellness. The Operator Resident Advocate will help the residents develop a timeline around their goals and identify services and resources that will help accomplish goals. The Operator Resident Advocate will assist the residents in conducting regular evaluations and updates of the housing plan.

The Operator Resident Advocate will work on-site and will be accessible to residents during weekday business hours. They will coordinate closely, with the Case Managers, Community agencies and on-site property management to ensure the needs of all residents are addressed. In addition to overall program management and coordination, staff will provide case management, employment assistance, housing search assistance, information and referrals, and community support during crisis.

**Resident & Program Goals:**

1. Assist residents in preparing for residing in a permanent housing setting.
2. Obtain and maintain income to secure permanent housing.
3. Increase resident's access to appropriate permanent housing.
4. Increase resident's ability to utilize community-based services to address barriers to housing.
5. Increase resident's awareness of their strengths and ability to access tools for success.

## **Community Guidelines**

Each BHC site may operate differently based on several factors including site governance, target population, and site amenities. The Operator will develop and implement site specific rules as an appendix to the overarching Operations and Services Plan. While sites may have site specific rules, all BHC's will include common site rules that apply to all City of San José BHC's.

### **Common Site Rules**

1. Residents will respect others regardless of ethnicity, religion, gender, sexual orientation, physical and mental disabilities.
2. No firearm, ammunition, or any other weapons allowed in the BHC property.
3. No violent behavior.
4. No harassing or threatening behavior toward other residents or their visitors. Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile environment for any resident, visitor, or site staff. Examples include racial slurs; ethnic jokes; posting of offensive statements or posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.
5. Respect common areas rules.
6. No illegal drugs, alcohol, or marijuana in common areas or open areas within the BHC.
7. Smoking will only be permitted in designated areas.
8. No open flames will be permitted in Cabins or common buildings.
9. No illegal activities on the premises.

### **Site Specific Rules**

The Operator will develop and implement site specific rules that shall include:

1. Good neighbor policy
2. Noise
  - a. Quiet hours
3. Pet Policy
  - a. Number of pets
  - b. Types of pets
  - c. Pet behavior
  - d. Pet owner responsibilities
- e. Designated pet areas
4. Drug and alcohol policy
5. Loitering
6. Storage
  - a. Accumulation
  - b. ESC storage
  - c. Accessory storage
7. Vehicle and Parking

## **Rules Violations**

When a rule violation occurs, Operator will document the rule violation by filling out an Incident Report. The offenders case manager will receive a copy of the Incident Report. The Operator is responsible for verifying that the level of intervention is appropriate. Once the intervention is determined, staff will provide written notice of the incident to offender and their case manager; and discuss the intervention with the rule breaker and case manager. The alleged offender has two options:

1. Accept the Incident Report with the proposed level of intervention.
2. Request an appeal.

### **Rule Violations Levels of Intervention:**

- Level 1 – Verbal Warning
- Level 2 – Written Warning and/or Behavioral contract
- Level 3 – Notice of Residency Termination

Minor rule violations will be tracked for a 3-month rolling period.

Any resident who violates the rules multiple times throughout the 3-month rolling period, will be asked to exit the program. An offenders case manager will be notified each time he or she breaks a rule.

More severe rule violations may require action at a heightened level of intervention even though the rule violation may be a first offense. The Operator will deal with these rule violations on a case-by-case basis unless defined in this manual. Any rule violations that may impact the public safety of BHC residents and staff on-site, should be reported to the appropriate City of San José staff and affected-resident case manager.

In cases where resident is asked to exit the program, where resident is not an imminent threat to others, the resident will be given a reasonable amount of time to plan for their safety.

## **Visitor Policy**

Visitors will not be allowed to visit during the first month of program implementation; this will be done to ensure that residents and staff become accustomed to BHC Community Guidelines. After one month has passed, the following information will be applicable.

Due to the small size of the premises, BHC residents are permitted one (1) visitor at a time. All visitors are required to sign in at the BHC main service office and be accompanied by a resident. Visitors will be issued temporary passes during their visit. Any visitor found on property without a pass will be asked to leave. Program residents are responsible for their visitors and must ensure

that they are following property and program rules. Visitors may not bring pets, drugs, weapons, or alcohol into the property. No persons under the age of 18 are permitted on the BHC site.

All visitors must exit BHC property by 10pm every day. Visitors must not loiter in or around the BHC property or neighboring businesses or properties. See Loitering Policy. Site operator reserves the right to ban specific individuals from the property for a specified period, or permanently, if resident or their visitor violate the Visitor Policy or House Rules. A photo gallery of individuals who have been banned from the BHC site will be kept near the front gate, and anyone providing security needs to be familiar with it.

### **Shopping Carts**

Shopping carts are not allowed on, around, or near the BHC site. If shopping carts are found, resident will be assigned to take it back to the identified business or schedule shopping cart to be picked up.

### **Loitering Policy**

Loitering on BHC property is not allowed. Residents and their visitors shall not loiter outside of the BHC site. Residents are responsible for individuals that visit them at BHC. Loitering on any private property, including local businesses, around the BHC site is also prohibited. Although the Operator cannot enforce loitering rules from other businesses, Operator will support those businesses with behavioral concerns involving any village resident and, if not addressed, continued concerns brought to the attention of Operator may impact that resident's participation.

### **Noise Policy**

Residents will keep the volume of any radio, TV, stereo or musical instrument sufficiently reduced at all times so as not to disturb others and shall refrain from excessive loud talking or singing. During quiet hours (10 p.m. to 8:00 a.m.) resident will not visit other cabins unless invited by another resident to do so.

### **Vehicle Policy**

There will be a limited amount of parking spaces available at each BHC site. Parking spaces are available on a first-come-first service basis. In the case that all parking spaces are occupied, residents will be required to park their vehicle on the street.

Residents with a valid driver's license may have up to one vehicle parked in the BHC parking lot. Program residents must complete the Parking Use Agreement (to be developed) available in the BHC staff office. The vehicle must be registered, in working condition, and must not present a blight issue (e.g. kept free of garbage or other nuisances). Individuals are not to use the vehicle

to sleep in while on property. Vehicles must not block gates. No recreational vehicles, motor homes, or other residential/ camping vehicles will be allowed.

If residents do not follow these guidelines, staff will work with City of San José Vehicle Abatement program to have the vehicles towed at the owner's expense. Resident will be held responsible for not complying with Vehicle policy, as they will have understood this when they signed community agreement. Operator must comply with City of San José Municipal Code 11.56.020, which only applies to vehicle parked or left standing upon a street or highway; or Chapter 11.104 which applies to abandoned/ inoperable vehicles on private property.

### **Storage Policy**

- **Interior Storage-** Living units have limited storage capabilities. Belongings stored inside of the cabin should be kept organized and tidy to ensure cleanliness and avoid creating inadvertent hazardous situations.
- Residents exhibiting signs of hoarding will be referred to their case manager and given a chance to correct behavior/ comply with BHC storage policy. An incident report form will be filled out by Home First staff, and a copy shall be provided to resident and their case manager. Residents are encouraged to be responsible for the safety of their belongings.
- **Exterior Storage-** Residents will be allowed to store personal belongings at a community storage. Operator will manage storage Access. Checking items into and out of the storage is limited to once a week. Residents needing to access their belongings will inform Operator. When returning a resident's items to them from the storage container, staff will have resident sign that they have received all of their belongings. The exact amount of space for storage per resident will vary by site. Operator has discretion to decide what appropriate storage amount per resident will be.

### **Pet Policy**

- All pets must be tagged with ID as required by local regulations.
- No pets may be acquired after admittance into BHC.
- All pets must be spayed and neutered prior to moving on site.
- All animals must be kept on a leash and be under supervisor at all times.
- Dogs may roam free if in the dog run area only.
- The owner is responsible for proper health and care of their pet, must pick up all solid waste for their pet and keep their pet from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the HF staff ejecting the pet from the premises.

- Residents must provide the proper care for their pets including food, exercise and veterinary care. Should the resident need support in providing veterinary care of food HF staff may help find the needed resources.
- All pet food shall be kept in the unit in a plastic bin or pest proof packaging.
- If the pet is destructive they must be crated in the unit at all times while the resident is away. If needed a crate will be provided by front office staff.

### **Drug and Alcohol Policy**

The BHC program does not require absolute sobriety for program admittance but there are strict rules of behavior in the BHC community. If behavior violates the community guidelines, this could result in denial of services. The length of the denial will depend on the behavior. Residents are not allowed to have illegal drugs, manufacture drugs, or have drug paraphernalia on BHC property. Alcohol and marijuana are not allowed in common/community/shared spaces.

## **Incident Management and Reporting**

The Operator in coordination with the City of San José , will develop incident management and reporting protocols for the BHC. The Incident management and reporting protocol will be included as an appendix to the overarching Operations and Services Plan.

### **Accidents & Injuries**

If there is an accident and/ or injury on-site requiring an ambulance, the following will occur:

- Operator will respond by:
- Contacting 911
- Gather all necessary information from residents.
- Complete an incident report

If the resident refuses to obtain medical care, staff will include this information in the incident report. The incident report will be emailed to the resident's case manager and to appropriate City of San José Housing Department staff.

If there is an incident and/or injury that does not require an ambulance, the following will occur:

- Complete an incident report
- The incident report will be emailed to the resident's case manager and to appropriate City of San José Housing Department staff.

### **Violence, Threats, or Aggressive Behavior**

If any person on-site exhibits violence, threats or aggressive behavior, the following procedure will occur:

- The Operator will investigate all reports of violence, threats, or aggressive behavior.
- If violence, threats, or aggressive behavior has occurred, the resident will be required to leave the program immediately.
- Staff will make a report to the San José Police Department if illegal activity has occurred.
- Staff will complete an incident report and submit to their Supervisor or project manager, the resident's case manager, and the designated City of San José staff within 3 hours.

### **Theft or Vandalism of BHC Property**

If theft or vandalism is not witnessed by staff, it will be investigated by Operator and:

- If theft or vandalism of property can be reasonably proven, the resident will be asked to leave the program immediately
- At the sole discretion of the Operator, staff may make a report to appropriate law enforcement agency.



- If a report is made, the Project Manager or their designee will complete an Incident Report within 1 business day and submit copies of documents to the appropriate City of San José staff.
- Theft, vandalism of property belonging to residents, staff or volunteers:
  - The resident, staff, or volunteer will be encouraged to make a report to the appropriate law enforcement agency.
  - If theft or vandalism is proven by law enforcement agency or staff reasonably prove who was to blame, the resident will be asked to leave the program immediately.

### **Firearms and Weapons**

Firearms and other dangerous weapons are not permitted anywhere in or near the Bridge Housing Community. Blade or knives over 4 inches are considered weapons. Operator will use discretion to identify items as a weapon. At the sole discretion of the Operator, residents found with firearms or other weapons may be asked to leave the program. Residents allowed to stay, will need to find storage for these items off-site or staff will dispose of them.

## **Appeal Procedures**

The BHC Appeals Procedure is in place to ensure that a clear process is in place to terminate a resident's BHC residency for non-compliance. Each BHC has clear program expectations that all residents must be adhered to. During the BHC orientation, each incoming resident will be provided the program rules and expectations to review. Residents will be required to sign an acknowledgment that they have received, reviewed, and understand the expectations of BHC residency.

### **Appeals**

The BHC Program defines a resident appeal as: ***a written dispute or concern about initial determinations, related to termination of residency.***

### **Process**

If a resident has received a Notice of Residency Termination (NRT) from the BHC Coordinator in accordance with the BHC Termination for Non-Compliance Process (i.e. prior written notification of non-compliance), the client has a right to dispute that decision by requesting an Appeal Review Meeting (ARM) with the Operator Resident Advocate and the Director of Services within seven calendar days of receiving the NRT to make their case reinstatement. The resident may request their case manager to attend the ARM. If the client isn't satisfied with the final decision after the ARM, the resident has a right to appeal the decision.

*Process Note: The Appeals Process shouldn't be confused with the Grievance Procedure – as the Grievance Procedure is related to concerns about service quality, programmatic deficiencies, or disciplinary challenges, not a residency termination.*

### **Appeals Process Steps**

**Step #1:** If the resident has attended the ARM and has not been reinstated and wishes to continue pursuing an appeal, the resident must submit a letter to the City of San José, within seven calendar days of the ARM, stating why they disagree with the residency termination decision and attach any supporting documentation. The letter should also include a preferred contact phone number and email for follow-up purposes.

**Step #2:** the letter/information must be mailed, faxed, delivered, or emailed to the City of San Jose Homelessness Response Team (HRT) for review. HTR contact information will be included with the NRT.

**Step #3:** a representative from the HRT will review the case and make a final determination within five calendar days of receiving the appeal letter.

**Step #4:** the HRT representative will send an official letter with the final decision to the residents and case management agency.

Process Note: the residents case manager may also submit evidence, including prior written notification to the client of compliance issues, and other supporting documentation that supports their decision. If the Residency Termination for Non-Compliance process wasn't followed, the client may be reinstated.

### **BHC Termination for Non-Compliance – Process and Expectations**

The City of San José BHC's have clear community guidelines and expectations that must be followed to maintain residency. Failure to follow the BHC requirements may result in residency termination. As noted above, during the BHC orientation, each incoming resident will be provided the community guidelines, and expectations to review. Residents will be required to sign an acknowledgment that they have received, reviewed, and understand the expectations of BHC residency.

#### **Examples of violations that may result in residency termination Include:**

- Late or nonpayment of rent
- Continuous Non-Compliance of BHC program rules after reaching level 3 intervention
- Illegal activity
- Continuous violence, threats, or aggressive behavior
- Theft, vandalism of BHC property, other residents, staff, or volunteers
- Absence from BHC program for a period longer than 96 hours without communication and/or prior approval from Operator

#### **Non-compliance**

If a resident is found to be out of compliance with the requirements of the BHC the following steps will be taken before a resident is issues a NRT:

**Step #1:** The resident will be notified in writing, that they are currently out of compliance. The notice will state the reason(s) they are out of compliance (i.e. late rent payments, rules violations, etc.). The notice will also provide guidance on how to achieve program compliance and results of non-compliance (residency termination). The client will have a one-time 14 calendar day opportunity, with Case Management support, to become compliant with the program expectations.

*Process Note 1: The client must be asked to sign/acknowledge the written notification, describing the compliance issue. If the client refuses to sign, the BHC Coordinator will document the refusal and still move forward with the one-time 14 calendar day opportunity.*

*Process Note II: if the Operator Resident Advocate believes the resident has demonstrated program compliance after the 14 calendar days – then the resident will be moved to an “in-compliance” status. If the client, at some point, reverts to a “non-compliance” status – that resident will be exited from the program (30-calendar day notice).*

**Step #2:** If after 14 calendar days, the client remains out of compliance, the Resident Advocate will review the non-compliance status with the Director of Services to determine if a seven-day extension will likely result in the resident achieving compliance. If the Property manager and Director of Services determine that it is unlikely that the resident will achieve compliance with an extension, a NRT will be issued to the resident.

## **Property Management and Maintenance**

Each BHC includes 40 individual Emergency Sleeping Cabins (ESC) for program residents. In addition to the sleeping cabins, each BHC offers community space that will include shower facilities, a common kitchen, laundry facilities, storage, meeting rooms, staff offices, and designated smoking areas. Further, the grounds include a parking lot, trash enclosure, a temporary dog run (if spacing permits), community garden space, and other socializing options. Emergency Sleeping Cabins are equipped with minimal amenities (bed, personal storage, electricity) and therefore access to the centralized community options are expected to be highly utilized.

### **Rent**

Consistent with rapid rehousing program requirements, residents will be required to pay monthly rent. Residents will be required to pay nominal rent for the first six months of residency equal to 10% of the resident's income or \$20 if not employed. For employed residents, rent will increase by 10% every 6 months of residency with a cap of 30%, consistent with the Department of Housing and Urban Development HUD requirements for subsidized housing for low-income persons and compliance with requirements under AB 2176.

### **Operation and Maintenance Reserve**

The Operator will open and maintain an Operations and Reserve Account (O&R Account) for each BHC. The Operator will collect monthly rent from residents and deposit into the O&R Account. The Operator will track all deposits and expenditures from the account and provide the City of San Jose with monthly statements along with monthly invoices for contracted operations and services. The Operator will use funding from this account for all BHC maintenance. If there are insufficient funds for required maintenance in the O&R Account, the operator will submit for reimbursement to the City's Housing Department in accordance with its agreement.

### **Hours of Operation**

The BHC site is a 24-hour operation. Residents are free to come and go as they deem necessary. However, all residents are required to abide by community guidelines and policies. Additionally, access to site amenities such as laundry, showers, and kitchen maybe restricted to separate operating hours and may vary by site. A detailed visitor's policy can be found in the *Community Guidelines* section.

### **Site Amenities & Community Spaces**

Common areas are for the use of all BHC residents. Residents shall respect the right of others to share and use these areas and shall clean up after themselves. Residents may not remove any furnishings or other items placed in common areas. Operator reserves the right to restrict

common area usage as necessary to ensure the quiet and peaceful enjoyment of all residents. Guests are permitted in common areas only if accompanied by program resident they are visiting during permitted visiting hours.

### **Kitchen Space**

Residents will have the ability to prepare and cook simple meals in the kitchen area. Keeping in mind that program residents may have varying work schedules, this community space will be accessible 24 hours a day.

### **Community Restrooms**

The toilets, sinks, and showers shall be used only for purposes for which they were designed. Residents are responsible for cleaning up after using shared shower and toilet facilities. Water should be used in reasonable quantities to promote water conservation and reduce waste

### **Community Working Space/ Tools**

Residents will have access to a community working space, which will provide access to computers, wi-fi access and a job board. To print any employment, housing, or health related documents, residents will need to ask Operator for permission to use the staff printer.

### **Garbage Schedule**

Operator will be responsible for establishing a contract and schedule with appropriate Garbage company. Trash and refuse receptacles (**not confirmed**) will be provided to every resident when they move in. Residents agree to use such containers, not allow an accumulation of trash, and to keep the sleeping cabin clean and orderly. Residents will be expected to empty cabin garbage into on-site dumpster. A garbage schedule will be provided to residents during orientation within the BHC welcome packet (to be developed).

### **Designated Smoking Areas**

Residents will only be allowed to smoke in designated smoking areas marked by “Smoking Allowed” signage.

### **Mail**

- All current BHC residents will be allowed to use the BHC address to receive mail. Any mail received not belonging to a current BHC resident will be returned to the post office.
- All mail will be delivered to the front office and kept in a file drawer alphabetically in a locked room.
- Residents may pick up their mail at any time from front office staff.

- No large items that would not fit comfortably in the units will be accepted for delivery by HF Staff.

### **Site Management & Maintenance**

To successfully manage the BHC property, the BHC operator will carry out services internally when appropriate, obtain service contracts with vendors as necessary, and coordinate services with partner agencies and volunteer groups to supplement core facility amenities. All maintenance related activities will fall under the City's contracted BHC Operator. The BHC Operator will develop and implement a Property Management Plan (PMP) as an appendix to the overarching Operations and Services Plan. The PMP will provide procedures and schedules for property oversight including:

- Maintenance Staffing Plan
- Cabin inspection schedules
- Emergency repair procedures
- Maintenance schedules
- Contracted repairs and services
- Resident repair requests
- Preventative maintenance
- Major repairs
- Managing outside and resident volunteers
- Janitorial
- Pest and vector control

### **Maintenance Staffing Plan**

Operator is responsible for the contracting and monitoring of utility services, and will manage the sites electric, water, and garbage vendors. Operator will assign a maintenance specialist for the maintenance of the site. Maintenance staff will ensure the necessary maintenance tasks that residents can perform are completed in a timely and thorough manner. Additional contracted services may include landscaping and pest control vendors if there are no residents who have this background. Any specialized work such as plumbing or electrical work may need to be done by the Maintenance Specialist or a contractor outside of the Specialist's job scope.

### **Maintenance Tasks For Residents**

It is always preferable that residents take responsibility for as many maintenance tasks as possible. Providing residents w/ maintenance tasks will help residents with self-esteem development and contribution to program success.

Tasks will be decided during weekly internal meetings and provided via hard copy to residents at the biweekly meetings. The Operator will provide incentives to any resident who signs up for extra duties. Possible incentives may include: reference/ recommendation letter for any resident searching for permanent housing or gift cards from partner agencies.

On-site and off-site maintenance tasks may include: litter pickup, sweeping, cleaning the common spaces, and cleaning windows, litter pickup, sweeping, and reporting illegally dumped items. Maintenance tasks are subject to change upon approval from appropriate City of San José staff and Operator

### **Requesting Maintenance**

When requesting maintenance for an ESC or any of the community spaces, residents must notify the Operator and inform them about the problem. Routine maintenance requests will be addressed during normal business hours within 72 hours. Emergency maintenance requests will be addressed within 24 hours or as soon as possible.

### **Sleeping Cabin**

Sleeping cabins are equipped with a bed and mattress, trash receptacle, light fixture, smoke detector, electricity for small appliances (e.g. laptop computer), and 1 key to access the unit. Each unit will have a smoke detector. Fire extinguishers will be available on-site. Neither smoking nor cooking in the sleeping cabin is permitted as both present fire hazards. All trash should be disposed of in the designated dumpsters on a regular basis. Residents are encouraged to be responsible for the safety of their belongings.

### **Cabin Items**

Before the program is open for enrollment the Operator will confirm what items have been provided per unit. Inventory per cabin will be updated when items are acquired and provided to residents. Each resident will review their cabin inventory log when they move into the unit.

Residents will understand that items will only be provided once. Any items that are damaged or defective will be tracked through the cabin inventory list. Resident will be provided with one set of keys. No copies are to be made of unit key. Residents should not share their keys with other program residents or copy the key. After reviewing and signing the cabin inventory list, each resident will receive a copy of the inventory list they signed, and the Operator will keep the original.

### **Sleeping Cabin Assignment**



After a resident has completed the program orientation and signed community agreement, staff will allow the residents to choose a unit if multiple units are available for selection. If only one unit is available for selection, resident will be assigned that unit.

### **Cabin Etiquette**

All program residents are responsible for maintaining their home in a clean, sanitary, and uncluttered condition with unrestricted ingress to and egress from all windows and doors in the premise. Doors shall be able to open fully and shall not be blocked. If premise requires maintenance or repair, resident is required to submit a Maintenance Request to the BHC staff office.

### **Cabin Decoration**

- No hammering any décor into the unit structure.
- No painting allowed (unless pre-approved by the Operator)

### **Cabin inspection schedules**

The Operator will conduct regular inspections on a quarterly basis. The Operator reserves the right to inspect units on an as-needed basis in addition to the routine inspections. Inspections will ensure safety, house rules compliance, fire safety and pest control. Additionally, inspections will allow Operator to identify potential maintenance needs or health and safety hazards. Outside of threats to life-safety of the occupant or other residents in the BHC, the Operator will provide 24-hour notice to residents of impending inspections.

### **Cabin Inspection Process**

- Staff will inspect unit and fill out inspection sheet. The following items will be assessed for compliance during inspections:
  - Cleanliness of mattress for pest control (bed bugs)
  - Windows free of cracks
  - Screen in-tact on windows
  - Unit free of garbage & perishables
  - Insulation and radiant barrier in-tact and attached
  - Smoke detectors attached and working
  - Storage containers being utilized appropriately
  - No changes to unit structures
  - No personal belongings outside the unit with the exception of 1 bicycle and 1 bag of recyclables.
- Findings/ observations should be documented on inspection sheet

- After the inspection is over, Operator will provide a copy of the inspection sheet to the appropriate resident.

Units that fail inspections will be placed on a monthly inspection schedule until they are brought up to compliance. Once the unit has been in compliance for two straight inspections, the cabin will return to being inspected quarterly. Failure to comply with sleeping cabin inspections could lead to denial of program services. Residents refusing to allow staff to enter their unit will be asked to leave program immediately.

If drug paraphernalia or other prohibited items are seen or found in a unit, the item(s) will be confiscated, disposed of, and reported to the appropriate law enforcement agency, and resident may be asked to leave immediately.

### **Smoke Detectors**

In addition to routine cabin inspections, the Operator will perform monthly smoke detector checks to ensure all smoke detectors are intact and fully functional.

### **Cabin Heating**

No personal electric or battery-operated heating devices will be utilized in units. Instructions for managing extreme temperatures and signs of exposure will be posted in each unit and the BHC Office.

### **Cabin Electricity**

Power is available inside the unit and community spaces. If a resident is found to be tampering with any electrical outlets, poles, breakers, or any other electricity, it will be considered a rule violation.

### **Cabin Garbage**

Trash receptacles will be provided to every resident when they move in. Residents agree to use such containers, not allow an accumulation of trash or recyclables, and to keep the sleeping cabin clean and orderly. Residents will be expected to empty sleeping cabin garbage into on-site dumpster. Items that are thrown into the dumpster are not to be removed by residents for any reason.

- Each resident is limited to one garbage bag of recyclables at any given time.
- Recyclables must be redeemed weekly.
- Recyclables will be kept outside of unit
- No other recyclables or collected items are allowed, below are some examples:

- Batteries
- Bicycle parts

Operator has sole discretion on-site if recyclable collection becomes a nuisance, attract unwanted pests or damage City property.

### **Cabin Food Storage**

Food is allowed in limited quantities inside of the units. Food must not be left out in the open. All food waste must be disposed of daily in the dumpsters provided on site. Perishable food shall not be stored in the units.

1. All residents will be provided limited space in the shared kitchen for items that need to be refrigerated or items that require dry storage. Each resident will be provided with a rodent and insect resistant container with their name on it for dry storage use.
2. Perishable food purchased by residents with their own resources may be stored in the shared refrigerator and should be labeled with their name and date.
3. Residents are responsible for disposing of the food that has gone bad on a weekly basis. Should perished items remain in the fridge, the Operator will dispose of them.

All food that enters the village as a donation must be stored in the community food pantry in an appropriate sealed container. Donated food must be signed out and only a single serving should be taken at a time.

### **Pest Control**

Regular pest control services will be contracted through a professional vendor to provide both external and internal treatment and maintenance. Additionally, vendors will be contracted to accommodate individual unit treatment when necessary, e.g. bedbug treatment

### **Weekly Internal Operations Meeting**

For the first six months of the program, City of San José staff will be invited to participate in weekly site operations meetings typically reserved for Operator only. During each meeting staff will review the following:

- Challenges and success with residents, including participation of volunteering and services offered on-site;
- Troubleshooting staff concerns or questions regarding operations of BHC program;
- Coordination of action items moving forward;
- Staff check-in

### **Resident to Resident Meetings**

Feeling as an integral part of a community is a goal the BHC program encourages, and to achieve this, residents will be invited to attend the on-site Resident-to-Resident meeting. During the meeting residents will:

- Review program rules and guidelines
- Review weekly schedule and upcoming activities
- Review of any scheduled mandatory activities
- Address areas of concern
- Review assigned tasks

Attendance at the Resident-to-Resident meeting is voluntary. Operator will provide a copy of the meeting updates and announcements to every resident.

## **Required Staffing and Security**

A security kiosk will be present at all BHC entrances to monitor ingress and egress. The security kiosk will be monitored by BHC staff or resident volunteers 24 hours, 7 days a week. Only residents, BHC staff, and members of the Oversight and Support Committee may enter the site unaccompanied. A photo gallery of exited people who have been excluded from the site will be kept near the front gate, and anyone providing security needs to be familiar with it.

Additionally, the Operator will provide at least one on-site Operator Resident Advocate to staff the front desk of the administrative building during business hours.

Staffing the Front Desk includes the following duties:

- Answer phone calls
- Register visitors
- Document any disruption to normal operations in the Front Desk Log
- Inner perimeter checks
- For further details on this duty, see the “Front Desk Duties and Information” sheet posted at the Front Desk.

### **STAFFING**

Each BHC will have different staffing requirements based on the targeted population, number of residents, and service model. The BHC Operator will provide an individualized staffing plan for each BHC. In addition to the staffing plan, the operator will develop security post in partnership with the contracted security company and the City of San José, to ensure clear role and responsibility of the security officer.

## **Complaints**

The grievance procedures are in place to ensure that the rights of residents, visitors, and BHC staff are protected. The City of San José and its partners are committed to a fair and just relationship with its residents. All clients shall have the opportunity to address any conditions he or she believes to be unfair. Any client dissatisfied with the application of program regulations, services by the staff, or refusal from the program may file a grievance.

*Process Note: The grievance procedures should not be confused with the BHC Termination for Non-Compliance process. The Grievance Procedure is related to concerns about service quality, programmatic deficiencies, or disciplinary challenges, not a residency termination.*

### **POLICY**

- Clients have the right to file a grievance, without being discriminated against by the BHC staff or volunteers.
- Clients should feel safe to file a grievance, without fear of being denied program services.
- All grievances relating to program rules, service by program staff, or dismissal from should be filed within 24 hours (or one business day), so that the process can begin as quickly as possible for the Veteran.
- The written grievance will constitute the definition of a formal complaint/grievance. If a client would like to file a grievance, there will be readily available grievance forms for them to fill out at the front desk of the BHC on-site offices, or available from program staff.

### **PROCEDURE**

- When a resident has a grievance, they should first speak to their assigned case manager to try and solve the issue.
- All grievances relating to program regulations or refusal must be filed within 48 hours.
- If the client and case manager are unable to solve the issue, the grievance should be put in writing and presented to the Resident Advocate.
- The Resident Advocate will schedule a meeting with the case manager/staff (if applicable) and the client to hear the case within seven (7) working days. The resident is encouraged to bring advocates to the meeting, to support them in this process.

- If an informal resolution is not achieved by the above, or if the resident does not feel comfortable discussing the matter first, the resident shall put the grievance in writing and present it to the Director of Services overseeing the BHC program.
- If the resident is not satisfied with the resolution at this level, they may appeal in writing, to the Oversight and Support Committee.
- The appeal meeting will occur within five (5) working days of the first meeting.
- The resident will be provided with a formal written decision in writing.
- The Oversight and Support Committee decision will be final, if it reaches that level.

## Security Plan

The BHC Operator will contract with a private security company to assist in monitoring the site. A minimum of one security officer will remain on duty, 24 hours per day, 7 days per week for the first year of operation. Security Post Orders are to be developed in partnership with the contracted security company and the City of San José , to ensure clear role and responsibility of the security officer. Responsibilities will include, but are not limited to: monitoring the grounds, responding to staff requests for assistance regarding program resident or visitor behavioral issues, curb loitering issues on or around the property, collaborating with law enforcement as necessary, directing visitors to BHC service office, etc.

Any incidents that require assistance from any Law Enforcement Agency will warrant that the Operator inform immediately the appropriate staff from the City of San José. Incidents will be documented by the Operator and copies of the police report will be provided to appropriate City of San José staff. If the incident involves a BHC resident, the individual's case manager will be informed, and BHC Operator will schedule an internal meeting to discuss a further plan of action. The internal meeting will require the involved residents case manager, appropriate City of San José Housing Dept. staff, & the BHC Operator.

The BHC Operator will work with the contracted security agency to develop a detailed security manual for the San José BHC's. The security manuals will include:

- Incident protocols
- Security staffing requirements
- Patrol boundaries
- Schedules
- Coordination and communication protocols
- De-escalation protocols
- Reporting requirements
- Coordination with local Law Enforcement

After the first year of operation, Security needs will be re-evaluated by the BHC Operator and City staff.



## **Fire and Emergency Procedures**

### **Emergency Protocol**

Hard wired smoke detectors are required in all Emergency Sleeping Cabins (ESC) and will be maintained on a regular basis. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon designated evacuation route (see Fire Safety and Evacuation Map posted at administration and office and provided to each resident within the BHC Welcome Packet). Upon signing Community Agreement, residents accept to assist others and provide medical aid in an emergency.

The operator will be responsible for coordinating the following:

- Oversight fire drills and food storage policy
- Monthly testing of all smoke and CO2 detectors during monthly unit inspections
- Monthly testing of all extension cords and power strips with an approved circuit tester
- Maintenance of systems and equipment installed to prevent or control fires.
- Maintenance and control of fuel hazard sources.

### **Fire Fighting and Fire Protection Measures**

- No recreational fires will be permitted within the BHC site.
- No open flames are permitted within the housing units.
- ABC fire extinguishers will be accessible throughout the BHC site (see Fire Safety and Evacuation Map for locations)
- Smoke detectors and carbon monoxide alarms will be installed in units and common buildings, and will be inspected to insure they are functional and replaced if they are not functional.
- A map of the BHC site will be maintained and provided to the San José Fire Department.

### **Emergency Vehicle Ingress and Egress**

The BHC's have been designed to include emergency vehicle ingress and egress. The BHC Operator will ensure that all fire vehicle access routes are regularly maintained and kept free of debris and other items that might prevent emergency vehicle access.

### **Participation of fire drills by using the following procedure**

- Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
- Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency.
- After the evacuation, take a head count at the designated meeting place(s) to account for everyone's participation and safe evacuation.

- At the following, Neighbor-to Neighbor meeting, staff will let residents know how long it took to evacuate the property and steps everyone can take to become more efficient.

### **Evacuation Drills**

In order to educate residents in the preparation for emergency situations, evacuation drills will be scheduled at least once every quarter.

- The project manager or their designee will schedule the drill and inform all program staff.
- The on-site manager or designee will sound the air horn at a predetermined time.
- Residents, visitors and on-site staff will evacuate the facility with their animals to the designated location.
- On-site staff will ensure all residents have evacuated the premises by taking a head count/ attendance after an evacuation.
  - Residents will identify any names and last known locations of anyone not accounted for and provide them to the official in charge.
- Once all residents have evacuated, the on-site manager or their designee will give the on-site staff the “all clear” notification, allowing all to return to the property.
- A designated staff will time the drill.
- At the following, Neighbor-to Neighbor meeting, staff will let residents know how long it took to evacuate the property and steps everyone can take to become more efficient.

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## **Neighborhood Relations**

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### **BHC Advisory Group**

The BHC Operator, in conjunction with the City of San José , will form a BHC Advisory Group (BAG). The BAG will be made up of Community members, members of the Oversight and Support Committee, local business owners, partner agencies, designated City of San José staff, and government representatives. The BAG will meet quarterly to review the BHC operations and provide input and feedback from an external perspective with the intention of informing program practices that take consideration of the impact made on the surrounding community.

### **Good Neighbor Policy**

The BHC residents and all project partners are committed to being good neighbors to the surrounding community. Management, in coordination with the Oversight and Support Committee, shall regularly meet with the BHC BAG to address questions and concerns that may arise around safety and security of the BHC community and/or the nearby neighborhood. These meetings shall also foster engagement opportunities and programs that will improve the relationship between of residents and members of the surrounding neighborhood.

## **Miscellaneous**

### **Donations to the Program**

Operator will accept all donations and express their thanks to donors. Staff will provide all donors with a donation form for tax purposes. Donors will be responsible for assigning a value to donations. Staff will indicate that they are only allowed to accept:

- Blankets
- Sleeping bags
- Towels
- Hygiene kits or hygiene supplies (shampoo, conditioner, toothpaste, soap, etc.)
- Laundry detergent
- Pet food
- Limited food items depending on storage availability

No household items or clothing will be accepted at this site but can be redirected to the Operator's preferred drop-off location.

### **Meal Donations**

Operator will keep a meal calendar and coordinate meal service with any outside organization.

The meal calendar will be posted on a weekly basis in the Kitchen so that residents so that residents can plan out what meals they will be responsible for.

The Operator will not be responsible for meals that are not provided by community volunteers but will be able to share provide Starbucks salads, sandwiches, protein boxes and other snacks through the Second Harvest food share program.

### **Media**

Members of the media are not allowed on-site unless prior approval is obtained from City of San José & the Operator. To protect the confidentiality of residents, interviews will not be conducted by members of the media without prior notice and approval. If anyone from the media enters the BHC site, on-site staff will escort them off the property and inform them that prior approval is necessary. The operator will provide the contact information for the appropriate City of San José staff.

## Attachment B

### Outreach Summary

Outreach	When and Where	Council District	Registered Attendance	Purpose
Town Hall Meeting	February 22, 2018 Leininger Community Center	7	37	1) Housing and homeless overview 2) BHC Overview 3) Community questions and Concerns
	February 26, 2018 Environmental Innovation Center	3	284	
BHC Community workshop	July 11, 2018 Environmental Innovation Center	3	46	1) Engage the Surrounding Community 2) Solicit input on proposed BHC site design, operations and services plan 3) Solicit input on future community engagement
	July 14, 2018 Vietnamese Community Center	7	21	
	July 17, 2018 Environmental Innovation Center	3	26	
	July 26, 2018 Vietnamese Community Center	7	22	

#### **Town Hall Meeting**

Two town hall meetings were hosted in District 3 and District 7. The purpose of the meetings was for participants to learn about Bridge Housing Community (BHC) as temporary housing for homeless residents and key operational issues which may be important to neighborhoods where the sites will be located. Participants were provided with a power point presentation that included an overview of homelessness, the citywide strategy to address the homelessness, BHC site selection, and an overview of the proposed program operation and supportive services. Over 300 individuals attended the meetings and more than 200 comment cards were received from both meetings.

#### **Key Meeting Takeaways**

- Who has authority over proposed BHC sites and their response to public safety related incidents
- What impact will the BHC have on the number of homeless in the district
- What is the plan for Program Operations
- What are the Program Performance Measures?
- What impact will BHC program have on the surrounding community
- What is the security plan for BHC and surrounding community?
- What is the BHC program screening/eligibility criteria
- What is the BHC residents exit plan
- What are the locations of BHC site - community preference for industrial area

#### **BHC Community Workshops**

Staff hosted four community workshops in the Summer of 2018, completing community outreach on the highest ranked sites located in District 3 and District 7. The workshops were another step in the community outreach and engagement process with the goal of creating a more integrated BHC. The purpose of the workshops was to provide opportunities for the neighbors, homeless residents, faith based organizations, schools, and local businesses to participate in the development process and to gain a better

## Attachment B

### Outreach Summary

understanding of these unique communities. Translation services were available in Vietnamese, Spanish, Mandarin, and Cantonese; only Spanish was utilized for the July 14 workshop.

Workshops were conducted in small group settings of no more than 50 people who have expressed an interest in participating in ongoing BHC discussions. Following a power point presentation from staff, participants were encouraged to discuss the following questions:

- What is your interest in BHC?
- What are your thoughts on the site plan layout as well as the design of the buildings proposed for the development?
- How can the operations and services provided at the BHC help ensure successful integration into the surrounding community?
- How can we partner with the community to create a positive relationship between the Bridge Housing Communities & the broader community? How can the BHC Advisory Group assist in this process?

A list of key takeaways has been provided below for different aspects of the BHC project:

#### **Key Takeaways**

- Site Development
  - Site perimeter fence and lighting
  - Availability of community spaces (e.g. bathrooms, cooking space, work space, and mailboxes)
  - Soundproofing the sleeping cabins
- Operations & Services
  - Accountability of Operator
  - Onsite security and cameras
  - Site population preference for non-chronically homeless
  - Site rules & establishment of community agreement
  - Self-governance and responsibilities for residents
  - Ensuring a variety of supportive services for residents (e.g. case management, meals, transportation, educational workshops)
  - Emergency protocols
- Advisory Group
  - Social engagement by hosting beautification events and monthly social events
  - Involvement of diverse community stakeholders
  - Program updates/ progress report to the public
  - Structured community meetings with many stakeholders (i.e. business representatives, employers, residents, neighbors, etc.)

# Attachment C

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS**

2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833  
P.O. Box 1407, Sacramento, CA 95812-1407  
(916) 445-9471 / FAX (916) 263-3383  
From TDD Phones 1-800-735-2929  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



November 21, 2018

James Stagi, Acting Division Manager  
City of San Jose Department of Housing  
200 East Santa Clara Street, 12<sup>th</sup> Floor  
San Jose, CA 95113

Dear James Stagi:

**RE: City of San Jose Draft Ordinance: An Ordinance of the City of San José Adopting Reasonable Local Standards for the Design, Site Development and Operation of Emergency Bridge Housing Communities and Their Structures and Facilities In Lieu of Existing State and Local Standards and For Emergency Bridge Housing**

The Department of Housing and Community Development (Department) is hereby submitting its findings on the above-referenced draft ordinance resubmitted by the City of San Jose (City) on November 16, 2018. The Department's submittal is in compliance with the reporting requirements specified in Government Code section 8698.3, subdivision (b)(1), enacted by AB 2176 (Chapter 691, Statutes of 2016).

The Department has reviewed the City's draft ordinance to ensure that it will address minimum health and safety standards for emergency bridge housing. In accordance with Government Code section 8698.3, subdivision (b)(1), there is no requirement for the Department to formally approve the draft ordinance.

Following is a summary of the Department's findings:

1. The City has consulted with the Department during development of this ordinance and has incorporated many of the Department's recommendations into the version submitted for final review.
2. The provisions set forth in this ordinance will become part of the Cities Municipal Code and be applicable to temporary emergency bridge housing communities and associated structures and facilities. This would include temporary housing in new or existing structures on City-owned or City-leased property.

3. The City ordinance provides many of the applicable minimum public health and safety standards as set forth in the 2016 California Building Code, Appendix N, to ensure minimum health and safety standards are met. However, there are several sections which may be ambiguous and may need clarification for purposes of consistent interpretation and enforcement. These sections are summarized below.

- **Section 5.09.215 Emergency Housing (definition).** This definition provides examples of types of emergency housing. Although the definition states "...but is not limited to," the Department recommends including references to various types of emergency housing which may potentially be used in the City, e.g., tents.
- **Section 5.09.420 Standards for Other Emergency Housing Items (A) Existing Buildings for Emergency Housing and (B) Existing Buildings During Shelter Crisis.** The Department recommends clarification between application of Subsection (A) versus (B). Does Subsection (B) apply primarily to emergency bridge housing; and Subsection (A) apply to other types of emergency housing? Note that the definition of "emergency housing" also includes "emergency bridge housing communities."

Both sections appear to apply during a declaration of emergency. A change of occupancy in Subsection (A) requires compliance with the California Building Standards Code in effect at the time of change in occupancy, except to the extent Subsection (B) applies. A change of occupancy in Subsection (B) requires compliance with minimum fire and safety requirements as determined by the Authority Having Jurisdiction (AHJ) and conditions in Section 5.09.430 which, in turn, allows for further modification by the AHJ. This creates a loophole, and the result is that there are no specific requirements for changes of occupancy that do not comply with the California Building Standards Code.

It is also unclear what the intent is for setting different standards for existing buildings for emergency housing (Subsection (A)) and existing buildings during shelter crisis (Subsection (B)). Section 5.09.100 (second set; purpose and scope) specifies the purpose and scope of this ordinance, and clarifies that this ordinance is applicable to emergency bridge housing established pursuant to a City declaration of a shelter crisis. In addition, Section 5.09.100 specifies that emergency bridge housing communities may only be occupied during a shelter crisis declared by the City. Therefore, adopting different requirements for emergency housing and shelter crisis seems misleading.



- **Section 5.09.420 Standards for Other Emergency Housing Items (C) Emergency Transportable Units.** The intent of this section is unclear. The Department recommends modifications to the text as follows:

Emergency transportable units shall be permitted to be used as emergency housing, emergency housing facilities and for emergency bridge housing communities. Any alteration of to units under the Department of Housing and Community Development authority, impacting the original approval of such units, shall be approved by the Department of Housing and Community Development, ~~except where copies of the alteration plans have been submitted to the Department of Housing and Community Development for review, and when such alteration and use is determined by the Building Official and City Fire Marshal to be compliant with applicable fire and life safety provisions set forth in this Ordinance.~~

- **Section 5.09.430 Local Standards for Other Emergency Housing Items (C) Egress, (D) Emergency escape and rescue, (E) Smoke alarms, and (F) Carbon monoxide alarms.** These items specify technical provisions; however, still include a phrase "...unless modified as determined by the Authority Having Jurisdiction." Due to this phrase, it is difficult for the Department to determine if the ordinance will consistency maintain minimum standards for health and safety. The Department recommends removing this phrase and specify the applicable codes – the California Building Standards Code or specific local provisions.


AB 2176 authorized the City, in lieu of compliance with state and local building, housing, health, habitability, or safety standards and laws, to adopt by ordinance, reasonable local standards for the design, site development, and operation of emergency bridge housing communities and the structures and facilities therein. Formally, the City is adopting an ordinance with local standards, but at the same time allows the AHJ (the City) to change the standards at any time for any reason. Referring to the AHJ for minimum health and safety throughout this ordinance defeats the purpose of this ordinance.

The Department recommends that the ordinance sections noted above be considered for future amendment to provide clarity for purposes of interpretation or enforcement.

The Department's Division of Housing Policy Development (HPD) is also available to provide additional assistance on emergency housing not directly related to evaluation of minimum health and safety standards. Please contact HPD at (916) 263-2911 to discuss additional considerations such as Housing First efforts, service coordination, and site planning best practices.

If you have any questions, please contact Mitchel Baker at (916) 263-3221 or [Mitchel.Baker@hcd.ca.gov](mailto:Mitchel.Baker@hcd.ca.gov).

Sincerely,

 FOR RICHARD  
WEINERT

Richard Weinert  
Deputy Director

Enclosure

cc: Gabriella Banks, Analyst, City of San Jose Department of Housing

**Attachment D – Cost Detail**

**Draft**

<b>Emergency Sleeping Cabins</b>	<b>Per Cabin</b>	<b>40 units</b>
<b>Materials</b>		
<b>Framing</b>		
<i>Floors</i>		
6 3/4"x 6" Glulam		
4x6 p.t. beams and skids		
2x6 p.t. joists		
LUS26 Z-max joist hangers		
HUC46 z-max beam hangers		
3/4" Tongue and groove OSB		
Copper green paint		
<i>Walls</i>		
2x4 doug fir		
2x4 doug fir		
2x4 doug fir		
16d gun sinker nails (.131)		
8d sinker		
16d loose nails		
6" SDS Screws		
LTP4 clips		
<i>Roof</i>		
2x8 doug fir		
1/2" Roofing OSB		
1/2" Roofing AC ply		
1/2" PSCL roofing clips		
A35 clips		
<i>Exterior Deck (if necessary)</i>		
2x6 p.t. joists		
2x6 redwood, common		
<b>Total Framing</b>	<b>\$1,692</b>	<b>\$67,693</b>
<b>Finish Carpentry</b>		
FRP panel, white, textured		
FRP molding, white, end cap		
FRP molding, white, inside corner		
FRP molding, white, divider molding		
Window stool 4 1/2", MDF		
2 1/2" colonial casing, MDF		
1 1/2" x 1 1/2" corner trim		
3/4" Sanded plywood (AC or better)		
1x4 pine		
1/4" sanded plywood		

**Attachment D – Cost Detail**

**Draft**

<b>Emergency Sleeping Cabins</b>	<b>Per Cabin</b>	<b>40 units</b>
<b>Materials</b>		
White plastic door track assembly 72" (Knape and Vogt or eq)		
1x16 MDF, primed		
1x4 MDF, primed		
1/4" round white trim		
<b>Total Finish Carpentry</b>	<b>\$539</b>	<b>21,578</b>
<b>Insulation</b>		
R19, 16' wide		
R19, 24' wide		
Perforated black plastic (Vigoro polypropylene deer fabric or eq)		
R13, 24" wide		
Great stuff foam		
T50 staples		
<b>Total Insulation</b>	<b>\$320</b>	<b>\$12,781</b>
<b>Roofing</b>		
30 lb felt paper		
1 1/2" x 1/2" white metal grip edge		
Asphalt roofing starter roll		
3-tab (25-year) shingles, slate gray		
Lateral eave vent (Coravent InVent or eq)		
1 1/2" coil roof nails		
3/4" roofing nails, loose		
T50 staples		
<b>Total Roofing</b>	<b>\$355</b>	<b>\$14,206</b>
<b>Siding</b>		
T111 option		
5/8" T111 Sheet, 8" grooves		
Housewrap (Tyvek/weathermate)		
housewrap tape		
T50 staples		
10d common nails, galv, collated		
8d sinker nails, loose		
2x10 pre-primed spruce or eq		
2x10 pre-primed spruce or eq		
2x4 pre-primed spruce or eq		
1x4 pre-primed spruce		
1/2" ac plywood for soffits		
16d galv box nails		

**Attachment D – Cost Detail**

**Draft**

<b>Emergency Sleeping Cabins</b>	<b>Per Cabin</b>	<b>40 units</b>
<b>Materials</b>		
8d galv box nails		
6" SASM (Fortiflash or eq)		
Corrugated/Hardipanel Option		
Housewrap (Tyvek/weathermate)		
housewrap tape		
T50 staples		
<b>Total Siding</b>	<b>\$1,492</b>	<b>\$59,692</b>
<b>Doors</b>		
Exterior doors lockset (knob and deadbolt) - chrome or brushed nickel		
Exterior Door - 36"x80", right-and outswing (confirm with layout)		
Shims		
3" deck Screws		
<b>Total Doors</b>	<b>\$134</b>	<b>\$5,377</b>
<b>Windows</b>		
32"x60" Fiberglass, double-pane, low-E single-hung window, tempered		
31.5"x24.75" Fiberglass, double-pane, low-E single-hung window, tempered		
Shims		
Window caulking (Silicon)		
6" SASM (fortiflash or eq)		
<b>Total Windows</b>	<b>\$463</b>	<b>\$18,521</b>
<b>Drywall</b>		
1/2" lightweight drywall		
1 5/8" Drywall screws		
Drywall nails		
All-purpose joint compound		
Cornerbead		
Fiberglass mesh tape		
Texture pre-mix		
100 grit sand paper		
5 gal bucket		
<b>Total Drywall</b>	<b>\$341</b>	<b>\$13,633</b>
<b>Flooring</b>		
3/8" underlayment (Vinyl option)		
Resilient Floor adhesive		
8d finish nails		

**Attachment D – Cost Detail**

**Draft**

<b>Emergency Sleeping Cabins</b>	<b>Per Cabin</b>	<b>40 units</b>
<b>Materials</b>		
Floor patch/Levelling compound		
Vinyl (Slab beige or eq)		
Cove Base		
Henry's adhesive		
<b>Total Flooring</b>	<b>\$293</b>	<b>\$11,732</b>
<b>Paint</b>		
Exterior Satin Paint (Field Color 1)		
Exterior Satin Paint (Field Color 2)		
Exterior Semi-gloss (Trim + Door Color)		
Interior Satin paint and primer		
4" roller handle		
9" roller handle		
4" roller covers		
9" roller covers		
2" brushes		
9" roller tray		
4" roller screen/tray		
Painter's rags		
Plastic drop cloths		
Small paint cups		
5 gallon washout bucket		
Pump Armor		
Alex White Latex Caulk (40 year or eq)		
<b>Total Paint</b>	<b>\$335</b>	<b>\$13,391</b>
<b>HVAC</b>		
Resistance baseboard heater (Option; split unit + \$1473)		
<b>Total HVAC</b>	<b>\$150</b>	<b>\$6,000</b>
<b>Electrical</b>		
Rough		
14/2 NM cable		
14/3 NM cable		
Single-gang new work plastic box		
Double-gang new work plastic box		
NM cable staples		
Wire Nuts assorted sizes		
Finish		
Exterior LED Sconce		
Interior LED Sconce		
15 Amp afci/gfci receptable		

Attachment D – Cost Detail

Draft

<b>Emergency Sleeping Cabins</b>	<b>Per Cabin</b>	<b>40 units</b>
<b>Materials</b>		
15 Amp switch		
CO/Smoke Detector		
Switch plate (double-gang switch/blank)		
Receptable cover plate (single)		
Exterior Breaker box, 6"x8"		
<b>Total Electrical</b>	<b>\$206</b>	<b>\$8,254</b>
<b>Cabin (Materials)</b>	<b>\$6,320</b>	<b>\$252,858</b>
<b>Misc. Hardware</b>	<b>\$179</b>	<b>\$7,142</b>
<b>Total</b>	<b>\$6,500</b>	<b>\$300,000</b>

**Attachment D – Cost Detail**

**Draft**

<b>Site Development Costs</b>	
<b>Description</b>	<b>Cost</b>
<b>Grading</b>	
Move In, Site Prep, Establish Construction Water	
Unclassified Excavation, 12" in DG Areas Only	
Rough Grade Site Finish, Slope Towards Parking Area (South Property Line)	
Construction Water During Grading	
Street Cleaning During Grading	
<b>Total Grading</b>	<b>\$64,100</b>
<b>Erosion Control</b>	
Erosion Control, NPDES, Sand Bags, Silt Fence, Etc.	
Construction Entrance	
Erosion Control, Maintenance	
<b>Total Erosion Control</b>	<b>\$15,800</b>
<b>Sanitary Sewer</b>	
<b>OFF-SITE - Sanitary Sewer Line</b>	
6" PVC Mainline Including Bedding & Backfill	
Join Existing Sewer Manhole	
Sewer Manhole Including 1 Raise	
Video, Clean and Air Test Mainline & Laterals	
Sawcut, Remove, Dispose & Replace Existing AC, W=8.0'	
Traffic Control	
Flushing Inlet	
<b>Total Sanitary Sewer Line</b>	<b>\$175,000</b>
<b>Domestic Water</b>	
2" Sch 80 PVC Water Lines 6" Deep	
Hot Tap Existing Water in Maybury Road Including Saddle Tap, Water Control, Complete	
2" Water Meter & Backflow Preventer	
Hose Bib Including Support Stake, Gravel Sump Drain	
Sawcut, Remove, Dispose & Replace Existing AC, W=6.0'	
Traffic Control	
<b>Total Domestic Water</b>	<b>\$40,000</b>
<b>Ground Improvements</b>	
3" Granitecrete or Stabilized DG / 3" Class 2 Base	
Redwood Header at DG Paving	
2" Thick Mulch Including Placement	
2" x 4" Pressure Treated Douglas Fir Header with Synthetic Staking	
18" Wide X 6" Deep Zero Inch Curb	
Railroad Tie Curb Stops Includes Bolt Installation to Secure	
Subgrade Preparation and Fine Grade for Base Material	



**Attachment D – Cost Detail**

**Draft**

<b>Site Development Costs</b>	
<b>Description</b>	<b>Cost</b>
Subgrade Preparation and Fine Grade for DG with Base	
Clean Street	
<b>Total Ground Improvements</b>	<b>\$113,000</b>
<b>ON-SITE - A.C. Pavement - Approx. 7,210 Sq. Ft.</b>	
7" Recycled Class II AB - Approx. 310 Tons	
3" AC Course, in Lifts - Approx. 136 Tons	
B3 Curb, 6"	
8.4 Inches AB	
Wheel Stop	
Parking Striping	
<b>Total A.C. Pavement</b>	<b>\$113,833</b>
<b>Fencing</b>	
Permanent 6.0' High Perimeter Wood Fence with Additional 2.0' High Lattice Top	
6' ht Wood Fencing	
4' ht Wood Fencing at Dog Area	
Chain Link Swing Gate at 8' ht Fence - 20' wide	
Chain Link Sliding Gate at 6' ht Fence - 20' wide	
Chain Link Swing Gate - 12' wide	
Pedestrian Swing Gate at 6' ht Fence - Wood	
Pedestrian Swing Gate at 4' ht Fence - Wood	
<b>Total Fencing</b>	<b>\$63,710</b>
<b>Dry Utilities</b>	
PG&E Upgrade Existing Power to our Project	
Installation of Electric Meter & Meter Pedestal	
Installation of Phone and internet Line to Manager's Trailer Only	
600 amp, 277/480v 3 phase temporary power service (Power Plus)	
Monthly rental of power poles and electrical wiring system (Power Plus)	
<b>Total Dry Utilities</b>	<b>\$341,417</b>
<b>Landscape</b>	
24" Box Trees in Wooded Box Containers, no Irrigation	
15 Gallon Trees in Galvanized Steel Containers, no Irrigation	
Galvanized Steel Vegetable Containers, Including Soil & Amenities, no irrigation	
1 Gallon Shrubs/Groundcover	
Soil in Planters	
3" Depth Mulch (planting)	
<b>Total Landscape</b>	<b>\$25,240</b>
<b>Site Amenities &amp; Miscellaneous</b>	
Picnic Tables	

**Attachment D – Cost Detail**

**Draft**

<b>Site Development Costs</b>	
<b>Description</b>	<b>Cost</b>
Trash Cans	
Doggy Potty Station	
Parking Signage	
Project Information Sign	
<b>Total Site Amenities &amp; Miscellaneous</b>	<b>\$12,900</b>
<b>Domestic Fire Hydrant</b>	<b>\$25,000</b>
<b>Total</b>	<b>\$990,000</b>

**Attachment D – Cost Detail**

**Draft**

<b>Community Facility Buildings</b>	<b>Cost</b>
<b>Trailers</b>	
Trailers 24x60 Double Wide	
Trailers 12x60 Single Wide	
Trailer TI construction (Admininstration) for (1) Double Wide	
Trailer TI construction (Restrooms & Showers) for (1) Single Wide	
Tie downs for the Traliers	
Awning	
Wood Decking with Ramps + Railings	
<b>Total Trailers</b>	<b>\$193,790</b>
<b>Security Guard Cabin</b>	<b>\$7,800</b>
<b>Total Facility Buildings</b>	<b>\$201,000</b>
<b>Consultants</b>	
Structural Engineer	
Jett Architects	
Lea & Braze Civil Engineer	
Rockridge Geotechnical	
Millennium Design Dry Utilities	
<b>Total Consultants</b>	<b>\$98,410</b>
<b>Sub-Total</b>	<b>\$300,000</b>

<b>General Conditions, Overhead, &amp; Contingency</b>	
<b>Total General Conditions</b>	<b>\$280,000</b>
<b>Habitat Overhead Fee (18%)</b>	<b>\$320,000</b>
<b>Contingency</b>	<b>\$430,000</b>

## DRAFT

### Conditions/Provisions for Bridge Housing Communities required for CEQA Compliance

#### Air Quality

##### Construction Emissions:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Bay Area Air Quality Management District's phone number shall also be visible to ensure compliance with applicable regulations.

#### Biological Resources

##### Nesting Birds:

- Construction shall be scheduled to avoid the nesting season (February 1 to August 31). If it is not feasible to schedule construction between September 1 and January 31, pre-construction nesting bird surveys shall be completed prior to tree removal or construction activities in order to avoid impacts to nesting birds. Surveys shall be completed by a qualified biologist no more than 14 days before demolition or construction activities begin. During this survey, the biologist or ornithologist shall inspect all trees and other nesting habitats in and immediately adjacent to the construction areas for nests.
- If an active nest is found in an area that would be disturbed by construction, the ornithologist shall designate an adequate buffer zone to be established around the nest, in consultation with

the CDFW. The buffer would ensure that nests shall not be disturbed during project construction. The no-disturbance buffer shall remain in place until the biologist determines the nest is no longer active or the nesting season ends. If construction ceases for two days or more and then resumes again during the nesting season, an additional survey would be necessary to avoid impacts on active bird nests that may be present.

- The applicant shall submit a report indicating the results of the survey and any designated buffer zones to the Director of Planning, Building and Code Enforcement prior to construction.

**Tree Preservation:**

- The trees removed by the proposed project would be replaced according to the City’s required replacement ratios, as provided in Table Error! No text of specified style in document.-1 below.

<b>Table Error! No text of specified style in document.-1: Tree Replacement Ratios</b>				
<b>Circumference of Tree to be Removed<sup>1</sup></b>	<b>Type of Tree to be Removed<sup>2</sup></b>			<b>Minimum Size of Each Replacement Tree</b>
	<b>Native</b>	<b>Non-Native</b>	<b>Orchard</b>	
38 inches or more <sup>3</sup>	5:1	4:1	3:1	15-gallon
19 to 38 inches	3:1	2:1	None	15-gallon
Less than 19 inches	1:1	1:1	None	15-gallon

<sup>1</sup> As measured 4.5 feet above ground level  
<sup>2</sup> X:X = tree replacement to tree loss ratio  
 A 38-inch tree equals 12.1 inches in diameter.  
 One 24-inch box tree= two 15-gallon trees

In the event the project site does not have sufficient area to accommodate the require tree mitigation, one or more of the following measures would be implemented:

- Replacement tree plantings may be accommodated at an alternative site(s). An alternative site may include local parks or schools, or an adjacent property where such plantings may be utilized for screening purposes. A donation may be made to Our City Forest or similar organization for in-lieu off-site tree planting in the community. Such donations would be equal to the cost of the required replacement trees, including associated installation costs for off-site tree planting in the local community.

**Compliance with the Santa Clara Valley Habitat Conservation Plan:**

- The project is subject to applicable Santa Clara Valley Habitat Plan (SCVHP) conditions and fees (including the nitrogen deposition fee) which are payable to the City of San José. The project applicant shall pay all required SCVHP fees prior to construction. The project

applicant shall submit a SCVHP Coverage Screening Form or Nitrogen Deposition Only Application Form (if no land cover fees apply) to the Supervising Environmental Planner of the Department of Planning, Building and Code Enforcement for review and shall complete all subsequent forms, reports, and/or studies as specified in the SCVHP.

## **Cultural Resources**

### **Prehistoric and Historic Resources:**

- In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, the project applicant shall ensure that all activity within a 50-foot radius of the find is stopped, the Supervising Environmental Planner and Historic Preservation Officer of the City of San José Department of Planning, Building and Code Enforcement is notified, and a qualified archaeologist examines the find. Project personnel shall not collect or move any resources.
- The archaeologist shall 1) evaluate the find(s) to determine if they meet the definition of a historical or archaeological resource; and (2) make appropriate recommendations regarding the disposition of such finds prior to issuance of any occupancy permits. If the finds do not meet the definition of a historical or archaeological resource pursuant to established guidelines, no further study or protection is necessary prior to project implementation. If the find(s) does meet the definition of a historical or archaeological resource, then project activities shall avoid the find. Project personnel shall not collect or move any cultural material. Fill soils that may be used for construction purposes shall not contain archaeological materials.
- If construction activities cannot avoid the historical or archaeological resource, adverse effects to such resources shall be mitigated in accordance with the recommendations of the archaeologist. Recommendations shall include, but are not limited to, collection, recordation, and analysis of any significant cultural materials. Data recovery methods may include, but are not limited to, backhoe trenching, shovel test units, hand augering, and hand-excavation. Data recovery shall include excavation and exposure of features, field documentation, and recordation. A report of findings documenting any data recovery shall be submitted to the Supervising Environmental Planner and Historic Preservation Officer of the City of San José Department of Planning, Building and Code Enforcement and the Northwest Information Center at Sonoma State University prior to issuance of occupancy permits.

### **Human Remains:**

- If any human remains are found during any field investigations, grading, or other construction activities, all provisions of California Health and Safety Code Sections 7054 and 7050.5 and Public Resources Code Sections 5097.9 through 5097.99, as amended per Assembly Bill 2641, shall be followed. In the event of the discovery of human remains during construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains. The project applicant shall immediately notify the Supervising Environmental Planner of the City of San José Department of Planning, Building, and Code Enforcement and the qualified archaeologist, who will then notify the

Santa Clara County Coroner. The Coroner will make a determination as to whether the remains are Native American.

- If the remains are believed to be Native American, the Coroner will contact the NAHC within 24 hours. The NAHC will then designate a Most Likely Descendant (MLD). The MLD will inspect the remains and make a recommendation on the treatment of the remains and associated artifacts.
- If one of the following conditions occurs, the landowner or his authorized representative shall work with the Coroner to reinter the Native American human remains and associated grave goods with appropriate dignity in a location not subject to further subsurface disturbance:
  - The NAHC is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the NAHC.
  - The MLD identified fails to make a recommendation; or
  - The landowner or his authorized representative rejects the recommendation of the MLD, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

## **Geology & Soils**

### **Soil Erosion/Loss of Topsoil:**

- All excavation and grading work shall be scheduled in dry weather months or construction sites shall be weatherized.
- Stockpiles and excavated soils shall be covered with secured tarps or plastic sheeting.
- Ditches shall be installed, if necessary, to divert runoff around excavations and graded areas.

## **Hydrology and Water Quality**

### **Construction Impacts:**

- Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains.
- Earthmoving or other dust-producing activities shall be suspended during periods of high winds.
- All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary.
- Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered.
- All trucks hauling soil, sand, and other loose materials shall be covered.
- All paved access roads, parking areas, staging areas, and residential streets adjacent to the construction sites shall be swept daily with water sweepers.
- Vegetation in disturbed areas shall be replanted as quickly as possible.

- All unpaved entrances to the site shall be filled with rock to remove mud from tires prior to entering City streets.

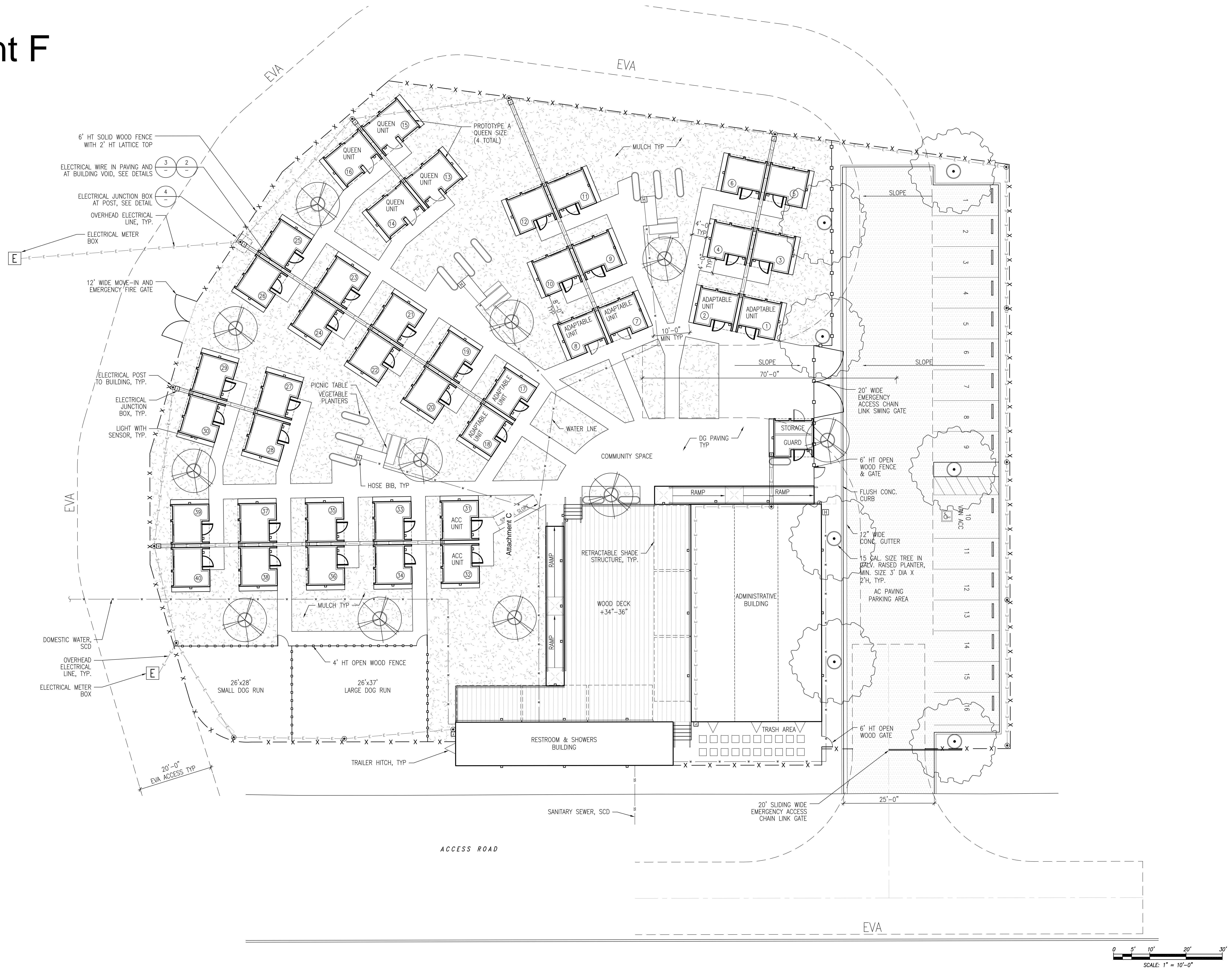
**Post-Construction Impacts:**

- The project would design and construct (Low-impact development) LID stormwater treatment control measures to treat runoff from impervious surfaces.

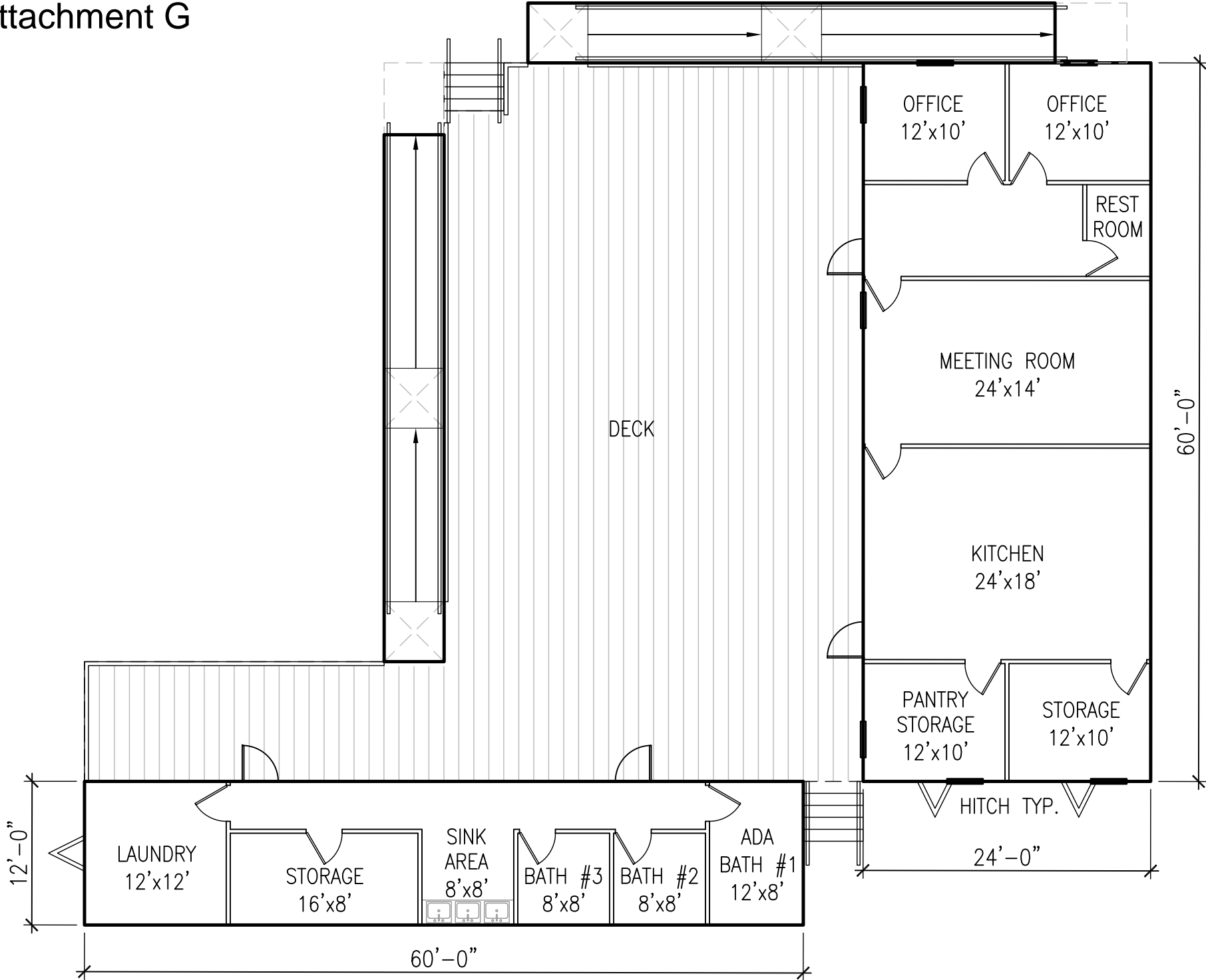
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# Attachment F



# Attachment G



## Comparison to Other Jurisdictions

City	Seattle (Whittier)		Oakland (Northgate)		San José	
Emergency Cabin Costs						
Sleeping Cabin Type	Custom Built		Modified Tough Shed		Custom Built	
	Description	Cost Per Cabins	Description	Cost Per Cabins	Description	Cost Per Cabins
Base Cabin	Building Shell* Insulation Two small windows Standards entry door	Contracted \$5,000 - \$7,000  (material only) \$2500	Building Shell Insulation Two small windows	\$6,351	Building Shell Insulation Three windows – secondary Exit ** Standards entry door	\$5,048
Upgrades included in base	Resilient Flooring Privacy lock Thin Plywood interior walls	Included	Standards entry door Low voltage lighting Phone charging receptacle Smoke detectors (battery)	Included	Interior light* Hard wired smoke detector* Electrical Heater* 5% of units of cabins are ADA* Privacy lock*	Included
Upgrades <u>not</u> included in base	Exterior light Interior plug Front porch decking	<u>Not Included</u> Additional Cost Unknown	Fire extinguishers Solar powered outdoor light	\$300	Finished Interior walls Shelving Resilient Flooring Drywall (ceiling & floor) Resilient wall materials finished Front porch decking	\$1,300
	<b>Cabin Total</b>	<b>\$5,000- \$7,000</b>		<b>\$6,351</b>		<b>\$6,348</b>

\* Shell includes – exterior finished floor, walls, and roof

\*\*Required under AB2176

Attachment H

City	Seattle (Whittier)	Oakland (Northgate)	San José			
<b>Site Amenities and Infrastructure Capital Costs</b>						
Site Amenities	Check in Area (8x12) Case Management Area (8x12) Bikes & Outdoor Storage 16x16 Commons Tent Kitchen Hygiene Facilities (35'x23')	\$260,000 Upgrades to Existing Building	3 portable toilets Mobile Shower 1 day per week 2 Hand wash stations Community tent Storage container (No sewer or water)	N/A Cost Included in Broader City Contracts	Shower/Laundry Modular (12x60) <ul style="list-style-type: none"> <li>➤ 3 full baths w/shower*</li> <li>➤ Laundry</li> <li>➤ Inside community storage</li> </ul> Admin/Common Building (24x60) <ul style="list-style-type: none"> <li>➤ Common Kitchen</li> <li>➤ Case Management rooms</li> <li>➤ Office</li> <li>➤ Common meeting space</li> </ul> Security Cabin Trash removal Community Deck -ADA	\$300,000
Site Infrastructure	<b>Site with existing commercial building and utilities</b>  Utility connections <ul style="list-style-type: none"> <li>➤ Power</li> <li>➤ Water</li> <li>➤ Sewer</li> </ul> Site Preparation <ul style="list-style-type: none"> <li>➤ Gravel</li> <li>➤ landscape</li> </ul>	\$237,000	<b>Existing Caltrans Park and Ride</b>  No water to cabins or common areas 100% existing paving Min. power to cabin offices (two) Some existing perimeter fencing	\$139,120	Site Grading Site Preparation <ul style="list-style-type: none"> <li>➤ Landscape</li> <li>➤ Solid paths (ADA)</li> <li>➤ Drainage containment</li> </ul> Electrical Power to site Sewer installation to site Water installation to site Communication utility Perimeter fencing Paved On-site parking Dog Runs Paved On-site parking Dog Runs	\$990,000
<b>Total</b>		<b>\$497,000</b>		<b>\$139,120</b>	<b>\$1,290,000</b>	

Attachment H

City	Seattle (Whittier)	Oakland (Northgate)	San José			
<b>Operations and Services</b>						
Operation Expenses	Client Services <ul style="list-style-type: none"> <li>➤ Meal coordination</li> <li>➤ Education/training</li> <li>➤ Essentials</li> </ul> Utility costs Supplies Pest control Repairs/Maintenance Insurance	\$218,400	One-time tech costs Communications Insurance Client Transportation; split w/ Castro site Flex funds	\$517,000	Initial set-up Client Services <ul style="list-style-type: none"> <li>➤ Meal coordination</li> <li>➤ Education/training</li> <li>➤ Essentials</li> </ul> Utility costs Supplies Pest control Repairs/Maintenance Insurance Professional security Equipment/Appliances	\$690,000
Operations and Services Staffing Expensed	Case Manager Supp. Svc. Manager Village Organizers (6 shifts) Special Project Manager HMIS Coordinator Site coordinator Program Manager Benefits	\$516,000	Housing Navigator Director of Programs Outreach Director Site Manager Assistant Site Manager Maintenance Benefits	\$327,000	Property Coordinator Maintenance Resident Advocate (7 FTE - 24/7) Program Coordinator Case Manager (year 1)	\$610,000
<b>Total</b>		<b>\$734,400</b>		<b>\$844,000</b>		<b>\$1,300,000</b>

**Draft**  
**Bridge Housing Communities**  
**Development and Construction Scope of Work**

Habitat for Humanity shall provide all design, planning, required permits, coordination, labor and material for the development and construction of two Pilot Bridge Housing Communities (BHC) in accordance with the City of San José's BHC Ordinance requirements. Development will consist of 40 Emergency Sleeping Cabins (ESC) at two community buildings to support the needs of the residents, parking, and other amenities as needed as per the City of San José approved plan. Habitat for Humanity shall provide appropriate personnel and coordinate with City of San José staff throughout the development process. Habitat for Humanity shall also provide all labor, materials, equipment, qualified supervision, tools, transportation, marketing, volunteer labor, and coordination for the development and construction of two BHCs on behalf of the City of San José.

**Emergency Sleeping Cabin Construction**

- (80) Emergency Sleeping Cabins

Contractor shall provide all consultants, design, reports and plans for the development of two project sites. In accordance with all sections of this this contract, including this Exhibit A (scope of work), and as shown on the contract drawings and in the contract specifications submitted herewith for the following site:

**Site Development and Construction**

Two sites to include:

- a) Valley Transportation Authority (VTA) staging site located at Mabury Road identified as Assessor Parcel Number 254-01-034; and
- b) Caltrans site located at the South West Quadrant of State Highways 101 and 680 adjacent to Felipe Avenue.

(See Scope Below)

Contractor shall provide all consultants, design, reports and plans for the marketing/ volunteer engagement for two project sites. In accordance with all sections of this contract, including this Exhibit A (scope of work), and as shown on the contract drawings and in the contract specifications submitted herewith:

**Community Space and Amenities**

Contractor shall provide all consultants, design, reports and plans for the development of two community facility buildings with amenities to accommodate the needs of the residents. In accordance with all sections of this this contract, including this Exhibit A (scope of work), and as shown on the contract drawings and in the contract specifications submitted herewith for the following site:

- Building 1 will include one bathroom, one shower, and laundry facilities

- Building 2 will include a common kitchen, one bathroom, a private meeting space, offices for operations, and a common meeting space
- All buildings will be ADA compliant

**Marketing/Volunteer Engagement**

- (1) Site

All in strict accordance with all referenced codes, specifications, County of Santa Clara and City of San José requirements.

**Site Development**

**Section I– Mobilization & Site Preparation**

- 1.0 Removal of trees in grading area
- 2.0 Survey the grading area
- 3.0 Moving equipment to the site
- 4.0 Preparing gravel site entry
- 5.0 Marking limit of work area

**Section II– Rough Grading**

- 1.0 Rough grade the Site
- 2.0 Rough grade the access road & parking area

**Section III– Sewer Extension**

- 1.0 Survey the path and limits of extension
- 2.0 Survey manholes and structures
- 3.0 Traffic control
- 4.0 Trench for all sewer and manholes
- 5.0 Install the new sewer main and manholes
- 6.0 Test and inspect the sewer
- 7.0 Install sewer service to the building location from sewer main
- 8.0 Backfill trenches and repave area as needed

**Section IV– Water Service**

- 1.0 Survey the path and limits of service
- 2.0 Trench for water service
- 3.0 Install the service
- 4.0 Test and inspect the line
- 5.0 Backfill trenches and repave area as needed
- 6.0 Install meter and backflow device

**Section V– Gravel Base**

- 1.0 Trench the curb and gutter area
- 2.0 Install gravel on the site
- 3.0 Install gravel in parking area
- 4.0 Install gravel in curb area

**Section VI– Install Concrete**

- 1.0 Install curb and gutters
- 2.0 Install concrete walks and stoops

**Section VII– Power Poles and Wood Headers for Electric Services and Site area**

- 1.0 Install all the poles
- 2.0 Install all electric service trenches
- 3.0 Install all header board for walkways and mulch area
- 4.0 Install all overhead electric line and panels
- 5.0 Install all wood fences

**Section VIII– PG&E Services**

- 1.0 Install PG&E services

**Section IX– Deliver and install all BHC Cabins and Admin Trailers**

- 1.0 Mark all location for cabins
- 2.0 Deliver and install all cabins and stake the cabins to the ground
- 3.0 Deliver and install the Admin and Bathroom trailers
- 4.0 Build and install the deck, stair, and ramp to the trailers
- 5.0 Complete TI and reconstruction of the trailers based on plans

**Section X– DG Area**

- 1.0 Install all DG area
- 2.0 Fine grade the DG throughout the site
- 3.0 Fine grade the parking gravel and inspect for paving

**Section XI– Paving**

- 1.0 Install all paving in the parking area

**Section XII – Electric Services, Planting, Water Lines, Miscellaneous.**

- 1.0 Install All electric services to cabins
- 4.0 Install all water lines within DG area
- 5.0 Deliver and install all plant pots and plants
- 6.0 Deliver and install all mulches in the area



- 7.0 Install metal gates in parking area
- 8.0 Install site light fixtures on trailers and security cabin
- 9.0 Install stripes in parking and owners/operator's signs
- 10.0 Connect power, water, and sewer to the trailers

All in strict accordance with all referenced codes, specifications, County of Santa Clara and City of San José requirements.

**A. General Provisions:**

- 1. Habitat for Humanity warrants that it is duly organized and in good standing under the laws of the State of California, and qualified, licensed and authorized to do business as Habitat for Humanity in the State of California.
- 2. Habitat for Humanity warrants that it has thoroughly reviewed the Contract documents as they relate, directly and indirectly, to its work, has visited the subject job site, and fully understands the scope and character of the work to be performed.
- 3. Habitat for Humanity further warrants that in entering into this Agreement it has not been influenced by any statement or promise of the City of San José or its representatives other than those contained in the Contract Documents, and is entering into this Agreement strictly on the basis of its understanding of the Contract Documents and the job site conditions.
- 4. Habitat for Humanity agrees to staff the job with a full-time Construction Manager and shall order and deliver all materials as necessary to maintain the City's Schedule as mutually agreed upon, either in a preconstruction meeting or in writing, by both parties before work begins. Habitat for Humanity understands and agrees it shall be solely responsible for all materials and equipment, which will be delivered and stored onsite. In the event said materials and equipment are in any way damaged, lost, or stolen, Habitat for Humanity shall replace them at its sole expense.
- 5. Habitat for Humanity's Job Superintendent shall coordinate all inspections and testing. The Sub-Contractors foreman shall be present for all testing and inspections.
- 6. Habitat for Humanity agrees to attend weekly scheduling and coordination meetings and will provide a weekly schedule to the City of San José. Habitat for Humanity will also provide a daily report providing quantities of work completed the previous day and a daily workforce and equipment report.
- 7. Habitat for Humanity shall provide evidence of weekly tailgate safety meetings to the City of San José while working onsite if requested.

**B. Trade Specific Provisions for Prototype Construction**

- 1. Habitat for Humanity will provide all trade related labor, material, equipment, and competent full-time supervision incidental thereto as necessary to complete the installation of all required

and necessary construction: labor, lumber, and trusses, lap siding and its underlayment on the subject prototypes, in strict compliance with the Subcontract Documents and all codes and requirements of all government agencies having authority thereof. Habitat for Humanity guarantees all labor, equipment, and material will be available to commence and complete work as scheduled by the City of San José.

2. Habitat for Humanity agrees the contract price includes, but is not limited to, all labor, construction materials, and equipment on a time and materials basis.
3. Habitat for Humanity has included an allowance for contingency if needed during the course of construction due to unforeseen requirements. This allowance can only be used if approved and directed by the City of San José and will be billed by Habitat for Humanity as a separate line item on the Habitat for Humanity's Schedule of Values.
4. Habitat for Humanity agrees to provide layout on plans for all concrete embedded hardware. Habitat for Humanity shall have its Construction Manager visit the site to assure proper placements of embeds. Anchor bolt nuts and washers to be supplied by Habitat for Humanity.
5. Habitat for Humanity agrees treated sill plates will be used as required (hem fir will not be allowed for plate material). Habitat for Humanity agrees to furnish and install caulking, as required, under all perimeter sill plates.
6. Habitat for Humanity agrees to terminate all mudsills and pressure treated plate material and to splice all top plate material per the requirements of all governing codes and agencies.
7. Habitat for Humanity agrees to shim and level all plate lines before installation of joists. Habitat for Humanity agrees to straight-edge and level all joists before floor sheathing. All floor joists not meeting this requirement shall be reworked at no additional cost to the City of San José.
8. Habitat for Humanity agrees all fascia will be mitered at the joints and nailed securely. Fascia joints shall only occur where they can be securely fastened to framing members. Additionally, joints of all shear panels, floor sheathing, etc., shall occur at studs or shall be solidly blocked.
9. Habitat for Humanity agrees to provide framing per plan for, and coordinate mechanical and electrical with regard to cutting, head outs, platforms, chases, furr-downs, soffits, etc., to avoid conflict and damage to work.
10. Habitat for Humanity agrees to furnish and install all fire blocks and backing required by other trades including, but not limited to, drywall, sheet metal, roofing, HVAC, electrical, cabinets, siding, handrails, finish hardware, stairways, and HVAC equipment.
11. Habitat for Humanity agrees to install protective barriers under all Emergency Sleeping Cabins with specified structural sheathing.

12. Habitat for Humanity shall furnish and install all required framing hardware and wood-to-wood fastening devices (nails, shots, pins, discs, etc.). All nails and bolts for exterior use shall be galvanized.
13. Habitat for Humanity agrees that all framing shall be constructed with all joints true, tight, and well nailed or bolted as required. All horizontal members shall have solid bearing without being shimmed. Interior and exterior corners shall be properly framed to receive finish work.
14. Habitat for Humanity agrees all rough carpentry will be in accordance with current codes for CBC, CPC, CMC, NEC, NFPA, CalGreen, City of San José, and the County of Santa Clara, reflected on approved Construction Documents.
15. Habitat for Humanity agrees to provide and install lap siding as per plans and specifications including trim for lap siding and shall install or provide all openings, let-ins, sealants, and be responsible to assure that all lap siding connections to doors, windows, openings, roof edging and bottom drip edging are watertight as per intent of plans.
16. Habitat for Humanity agrees that all lumber provided will be grade stamped by the mill and that it will meet or exceed the requirements specified in the plans and specifications. Sub-contractors for Habitat for Humanity will ensure that these materials will meet all requirements of the plans and specifications of the City of San José, County of Santa Clara, the CBC and the Structural Engineer.
17. Habitat for Humanity agrees to provide all hoisting (forklift, crane, Petti bone, etc.) for its materials and will coordinate with other trades to provide hoisting as long as it does not interrupt production schedule.
18. The City of San José agrees to provide electronic PDF format shop drawings and calculations to Habitat for Humanity for review and approval by the Structural Engineer and the City of San José prior to fabrication of the trusses. The City of San José shall provide drawings and calculations when requested by Habitat for Humanity.
19. Habitat for Humanity will assume complete responsibility for the proper location and elevation of the work included in this Contract. In the event that Habitat for Humanity establishes that there is a discrepancy between the plans, Habitat for Humanity is to obtain a written determination on which plan will take precedence or how the situation is to be handled from the City of San José. In the event that Habitat for Humanity proceeds without first obtaining said written determination, Habitat for Humanity shall remove and reinstall its work at this location and bear all expenses for labor, materials and equipment to perform any necessary corrective work.
20. Habitat for Humanity agrees that quality of work is subject to the City of San José's approval at all times. Prior to acceptance of Habitat for Humanity's installation by the City of San José, Habitat for Humanity will complete all punch lists related to rough carpentry labor, lumber and trusses to the satisfaction of the City of San José and at no additional cost to City of San José.

21. Habitat for Humanity agrees to provide a full-time Construction Manager on site at all times and sufficient material and workmen to complete all construction for this Project. Habitat for Humanity agrees to provide an onsite Construction Manager to ensure quality of installation, guarantee that installation is in compliance with all terms of the Contract Documents, coordinate with volunteers, guarantee that punch list items are completed in a timely fashion and maintain the production schedule, and that the full-time Construction Manager will have excellent English language skills. Competent to comprehend and implement construction detailing, knowledge of building codes, and able to provide work schedules, and control its work in conformance with the Schedule. Habitat for Humanity will replace, on demand by the City of San José, for cause, if such Construction Manager's skills are not acceptable to the City of San José.
22. Habitat for Humanity will ensure that all installations are in compliance with local governing codes, specifications and ordinances of the City of San José, and the County of Santa Clara. Habitat for Humanity guarantees all installation will be performed in a good workmanship-like manner.
23. Habitat for Humanity agrees to provide a Construction Manager to walk all inspections with all Building Inspectors, Consultants, and Engineers and to coordinate all inspections with City of San José.
24. Habitat for Humanity agrees that any additional work, Change Orders, Change of Designs or deviation from approved plans and specifications must be obtained in writing from the City of San José prior to commencing work.
25. Habitat for Humanity agrees that this is a "Time and Materials" contract.
26. Habitat for Humanity agrees to provide all warranty and specifications for all material installed in this Agreement.
27. Habitat for Humanity agrees to provide all notifications required to all governing and public agencies in order to commence work.

### **Site Design**

1. Habitat for Humanity agrees to hire the following consultants: Civil Engineer, Dry Utilities Engineer, Soils Engineer, and Landscape Architect.
2. Habitat for Humanity agrees to work with consultants to deliver the site development plans for (2) two complete sites with (40) forty Emergency Sleeping Cabins, all supporting buildings, wet and dry utilities, grading, driveways, landscaping and irrigation and walkways.
3. Habitat for Humanity agrees that plans will be submitted to the City of San José for final approval and will meet all requirements and specifications of the City of San José, County of Santa Clara, the City Public Works and Planning Department.

### **Marketing/Volunteer Engagement**

1. Habitat for Humanity agrees to supply all labor for marketing to promoting the partnership between the City of San José and Habitat for Humanity for the construction and project site development.
2. Habitat for Humanity agrees to supply all labor to manage the Volunteer Engagement necessary to maintain the volunteer labor needs of the construction.

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**EXHIBIT A**

**Draft**

**SCOPE OF SERVICES**

**HomeFirst Services Santa Clara**

1.01 Project.

GRANTEE shall implement the Bridge Housing Community (BHC) Pilot Program (“Project”). The primary purpose of the Project is to provide interim housing opportunities to unhoused adults in a safe, private, and secure environment. Through an array of onsite supportive services, community engagement, and direct contributions to the BHC, residents are empowered to build stability and self-sufficiency while bridging from homelessness to permanent housing.

GRANTEE will utilize a six-month expansion phase to ensure that the appropriate staff and infrastructure is in place for the operation of the Bridge Housing Community. GRANTEE will also ensure during this time that sites and cabins are ready for residence on June 1, 2019.

1.02 Project Area.

The Project Area is the incorporated area of the City of San José.

1.03 Location of Project.

Unless otherwise indicated, the Grant Services specified below will be offered at the following location:

<b>Site Name</b>
1. Valley Transportation Authority (VTA) staging site located at Mabury Road identified as Assessor Parcel Number 254-01-034;
2. Caltrans site located at the South West Quadrant of State Highways 101 and 680 adjacent to Felipe Avenue.

1.04 Eligibility.

The BHC is an interim housing program. Eligible participants will be those enrolled in a Rapid Rehousing Program operating in San José and funded by the City of San José or the County of Santa Clara.

1.05 Description of Services.

The Operator will be responsible for the day-to-day operations and property maintenance as well as programs and services administered at each site. To successfully manage the BHC property, the BHC Operator will carry out services internally when appropriate, obtain service contracts with vendors as necessary, and coordinate services with partner agencies and volunteer groups to supplement

## Attachment J

core facility amenities. To successfully administer services, the Operator will provide appropriate on-site services and linkages to appropriate services that support self-sufficiency (i.e. financial workshops, resume building, nutrition, and conflict resolution) to residents, with the goal being to secure permanent housing for the residents of BHC.

GRANTEE will follow the “City of San José Bridge Housing Communities Operations and Services Overview” included in Attachment H.

### 1.06 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY’s WebGrants system, the number of UNDUPLICATED PARTICIPANTS, (as defined in Section 1.01 of **EXHIBIT B** to this AGREEMENT), and results of outcome measures.

Outcome Measure Reports. At the end of each quarter, GRANTEE shall submit a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract,
- (b) a detailed description of how the measurement methodology was implemented and how information was collected, and
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

Methodology shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

### 1.07 Reporting Schedule.

All required reports shall be submitted to the Housing Department, via the CITY’s WebGrants system, no later than ten (10) calendar days after the end of the fourth quarter.

### 1.08 Cost Reimbursement.

GRANTEE will be reimbursed on a monthly basis for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be made on a form and in the manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled “PAYMENTS TO GRANTEE”.

### 1.09 Additional Provisions.

None.

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**EXHIBIT B**

**Proposed**

**Performance Measures/Numeric Goals FY 2018-19**

Performance Measure FY 2018-19: Operator will begin developing and phasing in aspects of the BHC program in FY 2018-19. In FY 2018-19, Operator will ensure BHC site and cabins are ready for residence on June 1, 2019. Performance measures relating to readiness of launch and site cleanliness are included in this exhibit.

1.01 Unduplicated Participants.

**Proposed total number of Unduplicated Participants to be served by this Project only.** For purposes of this AGREEMENT, “UNDUPLICATED PARTICIPANTS” shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include total household income, gender of head of household, race, ethnicity, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>City Funds</b>	N/A	N/A	N/A	20	20
<b>Total Project</b>	N/A	N/A	N/A	20	20

1.02 Services.

Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants:

**Activity 1: Number of completed and signed client eligibility forms.**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>City Funds</b>	N/A	N/A	N/A	20	20
<b>Total Project</b>	N/A	N/A	N/A	20	20

1.03 Outcome Measure Statement and Measurement Methodology.

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.



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**Optional: Performance Measures/Numeric Goals for FY 2019-20**

Performance Measure FY 2019-20: Operator will open BHC residence for move in by the beginning of Q1 FY 2019-20. Performance measures related to the operations and services of the BHC are included in this exhibit.

1.01 Unduplicated Participants.

**Proposed total number of Unduplicated Participants to be served by this Project only.** For purposes of this AGREEMENT, “UNDUPLICATED PARTICIPANTS” shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include total household income, gender of head of household, race, ethnicity, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>City Funds</b>	44	28	28	28	128
<b>Total Project</b>	44	28	28	28	128

1.02 Services.

Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants:

**Activity 1: *Number of Resident Advocate sessions***

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>City Funds</b>	420	96	96	108	720
<b>Total Project</b>	420	96	96	108	720

**Activity 2: *Number of housing search sessions***

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>City Funds</b>	420	96	96	108	720
<b>Total Project</b>	420	96	96	108	720

**Attachment J**

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

<b>Outcome Measure #2</b>	60% of BHC participants will secure permanent housing destinations within 90 days of entry.			
<b>Measurement Methodology</b>	HMIS Methodology: Add participant universe for RRH services during the current reporting period. Of the universe, add up those in BHC who exited to permanent housing destinations within 60 days of enrollment. Divide the total from step 2 by the total from step 1.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	N/A	60%	N/A	60%

<b>Outcome Measure #2</b>	90% of BHC participants will secure permanent housing destinations			
<b>Measurement Methodology</b>	HMIS Methodology: Add participant universe for RRH services during the current reporting period. Of the universe, add up those in BHC who exited to permanent housing destinations within 60 days of enrollment. Divide the total from step 2 by the total from step 1.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	N/A	90%	N/A	90%

<b>Outcome Measure #4</b>	90% of Participants residing at the BHC for 30 days or more will report being satisfied with their services			
<b>Measurement Methodology</b>	Add the total number of clients who are residing at the BHC least 30 days and divide the total by the number of clients who have reported being satisfied with their services.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	N/A	90%	N/A	90%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

Attachment K –Project Schedule

<b>Pre-Development</b>	
<b>Description</b>	<b>Date</b>
Present BHC Recommendations to City Council	12/18/2018
Finalize and Execute Development	1/18/2019
Finalize and Execute Agreement with VTA	1/18/2019
<b>Development</b>	
Mobilize for production and site work.	1/21/2019
Start production of Cabins (first 40)	1/28/2019
Start Site work, site #1	1/28/2019
Finalize and Execute Agreement with Caltrans	3/22/2019
Start Site work, site #2	3/28/2019
First 40 cabins complete,	4/26/2019
Start production of cabins (second 40)	4/26/2019
Site work complete site #1	5/31/2019
Site #1 Opening Celebration	6/1/2019
Site work complete site #2	7/26/19
Community, Site #2 ready to open	8/9/2019
<b>Operation Ramp-up</b>	
Finalize and execute Operation Agreements	2/1/2019
Begin staffing process for BHC	2/15/2019
Begin Procurement of BHC furniture, supplies, and equipment	3/1/2019
Begin coordination with Rapid Rehousing Program agencies to solicit interested Program Participants	3/1/2019
Begin occupancy of Site #1	6/1/2019
<b>Post Development</b>	
Staff will provide an informational report back to City Council one (1) year after first site opening	

## Attachment L

### Follow-up to December 12, 2017 City Council Questions and Directives

On December 12, 2017, the Housing Department brought forward several strategies for developing Bridge Housing Communities (BHC) under AB 2176. At that meeting, the City Council approved recommendations from the Housing Department and further directed staff to proceed with various key actions in the site selection and development of BHC. In addition, the City Council directed staff to respond to the following requests:

1. ***Council Direction (Mayor Liccardo)*** - *Continue prior direction to pursue safe parking and work with City Council Offices to identify potential sites to establish a pilot safe parking program.*

Follow-up – On October 16, 2018, the City Council approved the Housing Department’s recommendations to fund a pilot safe parking program at a San José owned facility. On November 27, 2018, the City Council approved staff’s recommendations for two additional safe parking pilot sites on City Property. The Planning Department will be bringing forward recommendations to adopt a new safe parking ordinance in early 2019.

2. ***Council Direction (Mayor Liccardo)*** - *Continue to pursue funding from the County and State for BHC. Additionally, work with the Mayor's Office of Strategic Partnerships to identify private, philanthropic funding. Return to City Council during the spring budget process with a funding plan for approval.*

Follow-up – Staff has pursued private funding to support BH and several potential donors have expressed interest, but have not committed funding to date. Staff anticipates that donors will be more motivated once BHC is approved. Additionally, in June 2018, Governor Jerry Brown signed Senate Bill 850 (SB850) establishing the Homeless Emergency Aid Program (HEAP), a \$500 million one-time block grant program. HEAP is designed to provide direct assistance to cities, counties, and Continuums of Care to address the homeless crisis throughout California. It is structured to provide immediate, one-time, flexible funding. The City of San José’s allocation is \$11.4 million of which \$2.2 million will be allocated to BHC. The cost of BHC was only recently determined. This impeded staff from returning to the City Council last spring with funding recommendations.

3. ***Council Direction (Council Member Diep)*** - *Reflect upon what staff does not presently know about housing the homeless, and articulate how a BHC pilot program will fill those gaps in knowledge (e.g. What hypothesis are we testing? What do we hope to learn?)*

Follow-up - The BHC pilot is testing two key concepts: 1) Will this form of interim housing program result in a high percentage of residents exiting to permanent housing; and 2) can unconventional housing such as BHC be developed faster and more cost effectively than other types of short term housing. Staff also seeks to create developments that are also readily mobile and easily adaptable to alternative sites. We hope to learn what features work well with this type of housing to inform future development and funding recommendations.

4. ***Council Direction (Council Member Diep)*** - *Identify clear goals for the BHC pilot program and determine guidelines to judge the failure or success of the pilot program.*

Follow-up – A key goal of San José’s BHC pilot is to provide cost effective interim housing for the homeless that leads to a high percentage of residents exiting to permanent housing. Success would be constituted as a high percentage of residents exiting to permanent housing. The secondary goal is to reduce the length of time it takes BHC residents to become permanently housed after residing in a BHC.

Examples:

Goal #1: 90% of residents will transition into permanent housing.

Goal #2: 60% of residents will transition into permanent housing in 90 days or less.

5. ***Council Direction (Council Member Diep) - Determine what the City of San José would have to do legally to operate a BHC without the benefit of AB 2176 in the event the pilot succeeds.***

Follow-up – If BHC proves to be successful, it is likely that the State Legislator will extend AB 2176. The State Department of Housing and Community Development has initiated changes to the 2016 California Building Code as well as the California Residential Code that regulate the construction of emergency housing. The State will be adopting these provisions later in 2019. If AB 2176 is not extended, the City of San José could choose to adopt these provisions, as the BHC building standards are easily adaptable. Once the building standards are addressed, the City of San José could choose to evaluate and modify its current zoning requirements to allow BHC or the City of San José could operate under a continued shelter crisis on city-owned or leased property.

6. ***Council Direction (Council Member Diep) Abandon the BHC pilot program if unexpected delays do not allow the City of San José enough time to implement the pilot program for at least one year or some other meaningful timeline suggested by staff and approved by the City Council.***

Follow-up – If the City Council approves the Housing Departments recommendations, BHC will operate for approximately 2.5 years under the current term of AB 2176 which sunsets in January 1, 2022.

7. ***Council Direction (Council Member Nguyen) When returning to the City Council by summer 2018, also include a working plan to achieve and ensure these goals: Safety, Health, and Cleanliness for the surrounding neighborhoods.***

Follow-up – The current Operations and Services plan incorporates provisions that address these goals. These include proactive homeless outreach targeted in the BHC pilot areas. Additionally, the BHC site development is designed to enhance oversight and maintenance of the BHC.

8. ***Council Direction (Council Member Jimenez) Direct staff to determine if housing a targeted population in the BHC pilot site would violate Fair Housing laws. Specifically consider using the Kenton Women’s Village in Oregon as a model for the pilot site.***

Follow-up – The City Attorney’s Office will respond separately.