



AGENDA

SAN RAFAEL CITY COUNCIL – TUESDAY, SEPTEMBER 8, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 817-3692-0337#

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Executive Order N-29-20, the City of San Rafael will no longer offer an in-person meeting location for the public to attend. This meeting will be streamed through YouTube Live at www.youtube.com/cityofsanrafael. Comments submitted via YouTube Live must be submitted according to the directions located on the YouTube video description. The City is not responsible for any interrupted service. To ensure the City Council receives your comments, submit written comments to the City Clerk prior to the meeting. For more information regarding real-time public comments, please visit our Live Commenting Pilot page at <https://www.cityofsanrafael.org/live-commenting-pilot/>.

Want to listen to the meeting and comment in real-time over the phone? Call the telephone number listed on this agenda and dial the Meeting ID when prompted. Feel free to contact the City Clerk's office at 415-485-3066 or by email to lindsay.lara@cityofsanrafael.org if you have any questions.

Any member of the public who needs accommodations should contact the City Clerk (email lindsay.lara@cityofsanrafael.org or phone at 415-485-3066) who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

OPEN SESSION - (669) 900-9128 – ID: 853-5365-8122 - 6:45 PM

1. Mayor Phillips to announce Closed Session items.

CLOSED SESSION - (669) 900-9128 – ID: 853-5365-8122 - 6:45 PM

2. Closed Session:
 - a. Conference with Legal Counsel—Existing Litigation
Government Code Section 54956.9(d)(1)
Name of Case: State of California ex rel. OnTheGo Wireless, LLC v. Cellco Partnership d/b/a Verizon Wireless, et al., Sacramento County Superior Court Case No. 34-2012-00127517

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 817-3692-0337#

CITY MANAGER'S REPORT:

3. City Manager's Report:

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

The public is welcome to address the City Council at this time on matters not on the agenda that are

within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, August 17, 2020 (CC)

Recommended Action – Approve minutes as submitted

b. **Communications Site License Agreement with Marin Emergency Radio Authority (MERA) for Telecommunications Facilities Near 70 Skyview Terrace**

Resolution Approving and Authorizing the City Manager to Execute a Communications Site License Agreement with Marin Emergency Radio Authority (MERA) for Installation of Telecommunications Facilities Near 70 Skyview Terrace (CM)

Recommended Action – Adopt Resolution

c. **Agreement to Participate in Emergency Medical Service/Ambulance Transport Service Cost Recovery Program**

Resolution Authorizing the City Manager to Execute an Agreement to Allow the San Rafael Fire Department to Participate In An Intergovernmental Transfer with the California Department of Health Care Services (DHCS) In Order to Increase the Department's Reimbursement for Emergency Medical Service Ambulance Transport Services for the Service Periods of July 1, 2019 Through June 30, 2020 and July 1, 2020 Through December 31, 2020 (FD)

Recommended Action – Adopt Resolution

d. **Office of Traffic Safety Grant Acceptance**

Resolution Approving Use of State of California Office of Traffic Safety Grant Funds in the Amount of \$117,500 for the "Selective Traffic Enforcement Program" ("STEP") Grant from October 1, 2020 Through September 30, 2021, and Authorizing the City Manager to Execute a Grant Agreement and Any Other Documents Related to the Grant (PD)

Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS

5. Other Agenda Items:

a. **Measures to Facilitate Housing Development & Streamline Approvals**

Informational Report on Potential Amendments to the San Rafael Municipal Code to Facilitate Development and Streamline Approvals (CD)

Recommended Action – Accept report

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

6. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing Lindsay.lara@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request.



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, AUGUST 17, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 835-5946-7965#

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Executive Order N-29-20, the City of San Rafael will no longer offer an in-person meeting location for the public to attend. This meeting will be streamed through YouTube Live at www.youtube.com/cityofsanrafael. Comments submitted via YouTube Live must be submitted according to the directions located on the YouTube video description. The City is not responsible for any interrupted service. To ensure the City Council receives your comments, submit written comments to the City Clerk prior to the meeting. For more information regarding real-time public comments, please visit our Live Commenting Pilot page at <https://www.cityofsanrafael.org/live-commenting-pilot/>.

Want to listen to the meeting and comment in real-time over the phone? Call the telephone number listed on this agenda and dial the Meeting ID when prompted. Feel free to contact the City Clerk's office at 415-485-3066 or by email to lindsay.lara@cityofsanrafael.org if you have any questions.

Any member of the public who needs accommodations should contact the City Clerk (email lindsay.lara@cityofsanrafael.org or phone at 415-485-3066) who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

Present: Mayor Phillips
Vice Mayor Colin
Councilmember Bushey
Councilmember Gamblin
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Rob Epstein
City Clerk Lindsay Lara

OPEN SESSION

1. None.

CLOSED SESSION

2. Closed Session: - None

Mayor Phillips called the meeting to order at 7:02 p.m. and announced that due to the possibility of a rolling power blackout, agenda item 5.a would be heard first. He invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz provided updates on:

- Rolling blackouts and power outages
- COVID-19
- Federal Assistance and the City budget
- \$20,000 Grant from Transportation Authority of Marin to assist with the use of street parking
- Ongoing work with the County and Marin County Office of Education on the use of our public buildings to support distance learning

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

Mayor Phillips invited public comment; however, there was none

CONSENT CALENDAR:

Mayor Phillips invited public comment on the Consent Calendar; however, there was none

Councilmember Colin moved and Councilmember Bushey seconded to approve Consent Calendar Items

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: Councilmembers: None

ABSENT: Councilmembers: None

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, August 3, 2020 (CC)

Approved minutes as submitted

b. **Consent to Concurrent Representation**

Resolution Approving and Authorizing the Mayor to Execute a Consent to Concurrent Representation of the City of San Rafael and the Marin Wildfire Protection Authority by the Epstein + Holtzaple Law Firm (CA)

Resolution 14848 - Resolution Approving and Authorizing the Mayor to Execute a Consent to Concurrent Representation of the City of San Rafael and the Marin Wildfire Protection Authority by the Epstein + Holtzaple Law Firm

c. **San Rafael High School Pedestrian Crosswalk**

Resolutions Related to the Third Street Pedestrian Crosswalk Improvements Project, City Project No. 11354 (PW):

i. Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Third Street Pedestrian Crosswalk Improvements Project with Sposeto Engineering, Inc., in the Amount of \$389,939 and

Authorizing Contingency Funds in the Amount of \$60,061 for a Total Appropriated Amount of \$450,000

Resolution 14849 - Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Third Street Pedestrian Crosswalk Improvements Project with Sposeto Engineering, Inc., in the Amount of \$389,939 and Authorizing Contingency Funds in the Amount of \$60,061 for a Total Appropriated Amount of \$450,000

ii. Resolution Approving and Authorizing the City Manager to Execute a Memorandum of Understanding with San Rafael City Schools Regarding Cooperation on Construction of the Third Street Pedestrian Crosswalk Improvements

Resolution 14850 - Resolution Approving and Authorizing the City Manager to Execute a Memorandum of Understanding with San Rafael City Schools Regarding Cooperation on Construction of the Third Street Pedestrian Crosswalk Improvements

OTHER AGENDA ITEMS

5. Other Agenda Items:

a. **Police Use of Force Policy**

Proposed Revisions to the City of San Rafael Police Department's Use of Force Policy (PD)

Jim Schutz, City Manager introduced Police Chief Diana Bishop, Police Lieutenant Roy Leon and Task Force Facilitator Lorenzo Jones who presented the staff report

Staff responded to comments and questions from Councilmembers

Mayor Phillips invited public comment. City Clerk Lindsay Lara explained the process for community participation through the telephone and on YouTube.

Speakers: Damien Oyobio, Lucia Martel-Dow, Jonathan Frieman

Councilmembers provided comments

Mayor Phillips returned to public comment

Speaker: George Pegelow, Co-Founder of Marin County Youth Court

There being no further comment, Mayor Phillips closed the public comment period

Councilmember Colin moved and Councilmember Gamblin seconded to accept the report and direct the Chief of Police to implement the recommended changes to the Police Department's Use of Force Policy

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Accepted report and directed the Chief of Police to implement the recommended changes to the Police Department's Use of Force Policy

b. **Agreement Granting to Centertown II, LLC an Option to Lease 855 C Street**
Resolution Approving and Authorizing the City Manager to Execute An Agreement Granting to Centertown II, LLC an Option to Lease the Real Property Located at 855 C Street in the City of San Rafael (CD)

Ethan Guy, Principal Analyst presented the Staff Report

Mayor Phillips invited public comment

Speaker: Sarah White, Director of Development, BRIDGE Housing

Councilmember McCullough moved and Councilmember Gamblin seconded to adopt the resolution

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Resolution 14851 - Resolution Approving and Authorizing the City Manager to Execute An Agreement Granting to Centertown II, LLC an Option to Lease the Real Property Located at 855 C Street in the City of San Rafael

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:
(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

6. Councilmember Reports:

Mayor Phillips reported on:

- filing the Sales Tax Ballot Measure Argument today
- School Resource Officers

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 8:25 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2020

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Iman Kayani

City Manager Approval: 

TOPIC: COMMUNICATIONS SITE LICENSE AGREEMENT WITH MARIN EMERGENCY RADIO AUTHORITY (MERA) FOR TELECOMMUNICATIONS FACILITIES NEAR 70 SKYVIEW TERRACE

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT WITH MARIN EMERGENCY RADIO AUTHORITY (MERA) FOR INSTALLATION OF TELECOMMUNICATIONS FACILITIES NEAR 70 SKYVIEW TERRACE

RECOMMENDATION: Adopt Resolution approving a communications site license agreement.

BACKGROUND: On February 28, 1998, the City of San Rafael ("City") entered into a [Joint Powers Agreement \(JPA\)](#) with the County of Marin ("County") and MERA. The purpose of this JPA is to plan, finance, implement, manage, own, and operate a multijurisdictional and countywide public safety, public service, and emergency radio system throughout the County. MERA provides wireless communication for public safety emergency services throughout the County.

ANALYSIS: Both the County and the City own land located near 70 Skyview Terrace, San Rafael, California, also identified as Assessor's Parcel No. 165-220-03. The County, the City, and MERA desire to enter into an agreement ("Agreement") that would provide the land for locating communications equipment that will become a part of the MERA system.

Changes in frequency allocations by the Federal Communications Commission mandate that MERA upgrade the current countywide radio system, shifting the systems radio frequencies from the UHF T-band to the 700 Mhz band. The 700 MHz band gives better broadcast characteristics and covers larger geographic areas.

Concurrently, MERA will use this opportunity to increase radio user capacity, improve radio coverage, and modernize the aging radio system. This upgrade will utilize existing radio communications facilities to the fullest extent possible, but it will also require the development of certain new tower sites where additional radio equipment can be installed.

The term of the proposed agreement is ten years.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

FISCAL IMPACT: No compensation from this license agreement is proposed, due to the City's participation in the MERA JPA.

RECOMMENDED ACTION: Adopt the Resolution.

ATTACHMENT:

1. Proposed License Agreement
2. Exhibit A of Proposed Agreement
3. Exhibit B of Proposed Agreement
4. Resolution approving License Agreement

COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement (“Agreement”) is entered into the _____ day of _____, 2020 by and among the County of Marin, a political subdivision of the State of California (the “County”), the City of San Rafael, a municipal corporation, (the “City”, and together with the County, the “Licensor”), and the Marin Emergency Radio Authority (“MERA” or “Licensee”).

WHEREAS, MERA is a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, and pursuant to the Joint Powers Agreement, dated February 28, 1998 by and among the members (the “JPA”); and,

WHEREAS, MERA’s purpose is to plan, finance, implement, manage, own and operate a multi-jurisdictional and County-wide public safety and emergency radio system (the “System”); and

WHEREAS, the County and the City are parties to the JPA and members of MERA; and,

WHEREAS, the County and City are the record owners of that certain real property located near 70 Skyview Terrace, San Rafael, California, also identified as Assessor’s Parcel No. 165-220-03, and more particularly described in Exhibit “A” hereto (“the Property”); and

WHEREAS, the County, the City and MERA desire to enter into this Agreement to provide, in part, space for locating communications equipment that will become a part of the System and be located on the Property as further described herein.

NOW, THEREFORE the parties hereto agree, in consideration of the mutual covenants and obligations, to the terms and conditions hereinafter set forth as follows:

1. Licensed Property.

The Licensor hereby licenses to Licensee and Licensee hereby licenses from the Licensor, space on that portion of the Property depicted in Exhibit “B” (the “License Space”), together with the rights described hereinafter in paragraph 6. The parties hereto acknowledge that other licenses, leases or easements for communication and other purposes may currently exist on the Property.

2. Use.

A. The Licensor grants to MERA, subject to the rights and privileges of current tenants and other grantees, the right and privilege to use the License Space for the System, including the transmission and reception of radio communication signals on various frequencies, and the construction, maintenance, and operation of the MERA Facilities defined below.

B. Licensor agrees not to grant or permit to be granted, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property (or adjacent property owned, controlled or managed by Licensor), if such use

materially and adversely affects or interferes with the MERA Facilities or the rights of MERA under this Agreement.

C. Licensor shall not use, nor shall Licensor permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property (or any adjacent property owned, controlled or managed by Licensor), if such use adversely affects or interferes with the MERA Facilities or the rights of MERA under this Agreement.

D. If MERA determines that interference exists and is within Licensor's control or caused by Licensor's employees, tenants, licensees, invitees or agents, MERA shall provide notice to Licensor of such interference. After receipt of such notice, if the cause of the interference is within Licensor's direct control, Licensor shall, within twenty-four (24) hours, take all reasonable efforts to cause such interference to cease. If the cause of the interference is within the control of a third-party, such as Licensor's tenants, licensees, invitees or agents, Licensor shall diligently work to identify the source of the interference. In any event, Licensor shall not take longer than seventy-two (72) hours to identify the source of the interference and notify the third party of its obligation to immediately cease said interference. In the event any such interference does not cease within the applicable remediation period, the parties acknowledge that the public may suffer irreparable injury, and therefore, MERA shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference.

3. MERA Facilities. MERA may install, operate and maintain within the License Space, at its sole cost and expense, one 35-foot tall monopole tower supporting two microwave antennas with associated cables, one backup generator with propane fuel tank, and one prefabricated equipment shelter containing various equipment racks with associated cables. Collectively, these components comprise the "MERA Facilities." The equipment described in this Agreement may change from time to time due to a variety of factors. MERA may make changes to MERA Facilities with prior written consent from the County Department of Public Work's Director or designee, which consent shall not be unreasonably withheld. MERA shall comply with all applicable codes, regulations and laws regarding any installation, modification, or operation of the MERA Facilities. Notwithstanding any provision in this Agreement to the contrary, in the event MERA's operations within the License Space interfere with County's emergency communications, County shall notify MERA of such interference and MERA shall take all reasonable steps necessary to correct and eliminate the interferences as soon as practicable. If there is a loss of electrical service at the License Space due to an emergency or other circumstance beyond the control of MERA, MERA may, at its expense, install and maintain a temporary transportable power generator and related transportable fuel storage tank at the License Space or on the Property adjacent to the License Space for a period not to exceed thirty (30) days or the period necessary for the utility company requires to restore electric service to the License Space, whichever is greater and such temporary transportable power generator shall be installed in a manner acceptable to Licensor in its sole discretion and in a manner that does not compromise security at the Property.

4. Term.

A. Commencement Date and Term. Subject to the "Condition Precedent Regarding Environmental Law Compliance" set forth below, this Agreement shall be effective upon full execution (the "Effective Date"). The term of this Agreement shall

commence on the first day of the first month following MERA's notice to the Licensor that MERA has obtained all permits and approvals necessary for MERA to be legally entitled to construct a facility for providing a public safety and emergency radio system (the "Commencement Date") and continue for a period of ten (10) years, except in the case that such permits and approvals are not obtained within three(3) years from the date of approval of this Agreement then this Agreement shall automatically terminate and be deemed null and void. MERA shall be permitted to occupy the License Space and commence construction of the MERA Facilities upon receipt of all such permits and approvals. As of the Effective Date, MERA shall have the right to enter the License Space for the purpose of making appropriate engineering inspections, other reasonable necessary tests.

B. Extension of Agreement. MERA shall have the option to extend the term hereof for two (2) additional ten (10) year periods, subject to all of the provisions of this Agreement and Licensor's written consent, provided MERA is not in default hereunder at the time it seeks to exercise the right to extend. MERA shall notify Licensor in writing of its intention to exercise extension rights at least ninety (90) days prior to expiration of the term.

C. Condition Precedent Regarding Environmental Law Compliance. MERA represents, and Licensor acknowledges, that MERA must comply with the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000, et seq. in connection with the Project and Communications Facility. It is understood by the parties that MERA's compliance with CEQA is a condition precedent to the effectiveness of this Agreement. Therefore, notwithstanding anything to the contrary in this Agreement, unless and until MERA approves the Project and certifies the related environmental impact report, MERA shall not be obligated under this Agreement in any manner provided, however, MERA acknowledges and agrees once it commences construction of any portion of the MERA Facilities, MERA shall be deemed to have approved the Project and certified the related environmental impact report for all purposes of this clause C.

5. License Fee Payments.

Based upon (i) MERA's status as a joint powers authority dedicated to the furtherance and enhancement of the public safety communications system in Marin County, (ii) the Licensor's status as members of the JPA, and (iii) use of the Communications Facility for those same public safety purposes, the Licensor has agreed to waive the license fees (normally required for any License Space) under this Agreement. If at any time any of the above statements is no longer true then Licensor shall have the right to implement a market rate License Fee for the License Space occupied by MERA, and such fee will be payable in the next fiscal year.

6. Right to Enter.

A. MERA is hereby given a right to enter the Property, subject to the limitations, restrictions, covenants, conditions, leases, licenses and easements of record, for ingress and egress to the License Space over, upon, and across the Licensor owned property required for the erection, installation, maintenance, replacement and removal of the MERA Facilities and related equipment and other necessary appurtenances used in connection with the MERA Facilities.

B. MERA shall have the right to enter the Property for the purpose of making necessary inspections and engineering surveys, and other tests reasonably necessary to determine the suitability of the License Space for MERA's equipment and facilities and for the purposes of preparing for the installation of the MERA equipment and facilities. MERA shall repair any damage to the Property caused by any tests performed and shall return the Property to the condition that existed prior to any tests.

C. MERA shall have access at all times to the Property for construction, installation, maintenance and repair of the MERA Facilities and related equipment. MERA shall cooperate with, and adhere to, the Licensor's access, safety, and security rules designed to promote the safety, security and integrity of the Property wherein the License Space is located; however, the Licensor agrees not to unreasonably restrict entry to the License Space by authorized MERA employees, agents, contractors and sub-contractors.

D. In the event of an emergency that requires the Licensor to conduct emergency repair work within, at, or near the License Space or MERA's antennas, the Licensor agrees to notify MERA immediately and engage MERA personnel in support of the emergency effort.

7. Utilities at MERA's Cost.

MERA shall be solely responsible for and pay within 30 days of receipt of an invoice MERA's pro rata share, (if not separately metered), or actual amount (if separately metered) of all charges for gas, electricity, telephone service, or any other utility used or consumed by MERA on the License Space and shall pay invoices provided by Licensor on a quarterly basis. Licensor may elect to waive utility charges at its discretion in acknowledgement of the mutual public safety benefits through its partnership and participation as a MERA member.

8. Holding Over.

Should MERA, with the Licensor's written consent, continue to utilize the License Space or any portion thereof after the expiration of the ten (10) year term and without exercising any available extension option, MERA shall continue to do so on a month-to-month basis subject to all terms and conditions of this Agreement.

9. Notice.

All notices or demands are deemed to be given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid United States mail, and addressed to the respective parties as follows;

LICENSOR:
COUNTY OF MARIN
Department of Public Works, Real Estate
3501 Civic Center Drive, Room 304
San Rafael, CA 94901

and

CITY OF SAN RAFAEL
City Manager
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

LICENSEE:

Marin Emergency Radio Authority
300 Tamalpais Drive
Corte Madera, CA 94925

Attention: Executive Officer

The address to which any notice or demand may be given to either party may be changed by written notice.

10. Indemnification.

A. With respect to the Property and except for the sole negligence or willful misconduct of the Licensor or its agents, employees or contractors, MERA shall indemnify, hold harmless, and defend the Licensor from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys' fees, which may arise out of the licensed use of the Property by MERA, or MERA's officers, contractors, licensees, agents, employees, guests, invitees, or visitors in or about the License Space. The Licensor shall not be liable for any loss or damage to persons or property sustained by MERA or other persons, which may be caused by theft, or by any act or neglect of any other Licensee, tenant or occupant of the Property, or by any Third Parties. The indemnity obligations hereunder survive the termination of this Agreement.

B. With respect to the Property and except for the sole negligence or willful misconduct of MERA or its agents, employees or contractors, the Licensor shall indemnify, hold harmless, and defend MERA from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys' fees, which may arise out of the Licensor's gross negligence or willful misconduct with respect to the Licensor's access, use or occupancy of the Property. MERA shall not be liable for any loss or damage to persons or property sustained by the Licensor or other persons, which may be caused by theft, or by any act or neglect by any other licensee, tenant or occupant of the Property, or by any Third Parties. The indemnity obligations hereunder survive the termination of this Agreement.

11. Taxes.

In the event MERA's presence as a licensee subjects the Property or Licensor to a tax or assessment event, property tax, personal tax, or otherwise, MERA shall pay all taxes and assessments levied upon or by reason of MERA's interest in the License Space herein licensed. All payments of taxes or assessments or both shall be prorated for the initial year and for the year in which the Agreement terminates.

12. MERA's Right to Terminate.

MERA shall have the right to terminate this Agreement at any time, upon the occurrence of any of the following events:

- A. Upon providing the Licensor twelve (12) months advance written notice;
- B. Upon revocation, expiration or termination of necessary approvals of any agency, board, court or other governmental authority or third party for the construction and/or operation of the facilities or access thereto or if MERA reasonably determines the cost of obtaining such approval is unfeasible;
- C. If MERA reasonably determines that the License Space is not appropriate under MERA's design or engineering specifications for its operation or that of the public safety and emergency radio system to which the facility belongs; or
- D. Failure by Licensor to comply with any material term, covenant or condition of this Agreement, if such failure is not cured to the satisfaction of MERA within thirty (30) days after written notice thereof to Licensor.

13. Licensor's Right to Terminate.

Licensor shall have the right to terminate this Agreement at any time upon the occurrence of any of the following:

- A. Failure by MERA to comply with any material term, covenant or condition of this Agreement, if such failure is not cured to the satisfaction of Licensor within thirty (30) days after written notice thereof to MERA;
- B. Upon providing MERA twelve (12) months advance written notice.

14. Insurance, Subrogation.

- A. During the term of this Agreement, MERA shall, at its expense, obtain and keep in force comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence. The Licensor shall be named as an additional insured on the general liability policy.
- B. During the term of this Agreement, MERA shall, at its expense, obtain and keep in force property insurance providing coverage at least as broad as the current ISO Special Form ("all-risks") policy in an amount not less than the full insurable replacement cost of all of MERA's alterations, additions, improvements, trade fixtures and other personal property within the Property. Such property insurance must include be written on "replacement cost coverage, no co-insurance" provisions.
- C. Should the policy in this Agreement be cancelled or non-renewed, it is MERA's duty to notify the Licensor immediately upon receipt of the notice of cancellation or non-renewal.

MERA intends that, except to the extent caused by Licensor's gross negligence or willful misconduct and not covered by the property insurance MERA is required to carry pursuant to the terms of this Agreement, its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and MERA hereby agrees to

look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such loss is the result of a risk insurable under policies of property damage insurance. Notwithstanding anything to the contrary in this Agreement, MERA hereby waives all rights and claims against Licensor for such losses, and waive all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. MERA agrees that its insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder.

15. Fixtures.

The Licensor agrees that no part of the fixtures or equipment constructed, erected or placed by MERA on the License Space shall be considered as being fixed to or a part of the Licensor's real property, it being the specific intention of the Licensor to agree that the MERA Facilities shall be and remain the property of MERA. Prior to the expiration or termination of this Agreement, MERA shall remove, at its sole expense, from the License Space any and all fixtures of every kind constructed, installed and erected thereon except for those fixtures that the Licensor agrees in writing to keep at Licensor's sole consent.

16. Assignment.

MERA shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer or encumber all or any part of its interest in this Agreement without the Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MERA shall have the right to assign this Agreement, or license the License Space to any governmental entity that controls, is controlled by, or is under common control with MERA, or to any governmental entity resulting from merger or consolidation with MERA, provided that such assignee assumes in full all of MERA's obligations under the Agreement and County and City are each a full member of such assigned governmental entity.

17. Hazardous Materials.

MERA understands that the Licensor has undertaken no internal investigation of its files, examination of its employees, or testing of the License Space with respect to whether or not the License Space has been used for the generation, storage, treatment or disposal of hazardous materials (as defined in "16 A through 16 E" below), and, with this qualification, the Licensor represents that it has no present knowledge that the License Space has been so used in connection with hazardous materials.

MERA shall not use, store, or bring onto the Property or License Space any hazardous materials except in accordance with all federal, state, and local laws and regulations. In the event of leakage or spillage from any of MERA's equipment under the control or custody of MERA or any contractor or agent for MERA, MERA shall at its own expense promptly clean the Licensor's Property and License Space to the reasonable satisfaction of the Licensor, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state, or local environmental regulations incurred by the Licensor or MERA as a direct consequence of MERA's use of the Property or the License Space shall be borne by

MERA, including any fines and judgments levied against the Licensor. MERA agrees that in the event that MERA uses, stores, or brings onto the Property or License Space any hazardous materials and such act(s) result(s) in damage or injury to the Property or License Space, or to Licensor, Licensor's employees, agents, or contractors, MERA shall, at its own expense, indemnify, defend, and hold Licensor or any of Licensor's employees, agents, or contractors harmless as a result of the damage or injury, including, without limitation to, promptly cleaning Licensor's Property to the reasonable satisfaction of Licensor, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state, or local environmental regulations incurred as the result of the above-mentioned acts by the MERA shall be borne by MERA, including any fines and judgments levied against either party.

Should MERA bring in any transportable or permanent fuel storage equipment, MERA shall register such equipment as required by the appropriate agencies with such oversight. MERA shall register such equipment to ensure that is differentiated from any Licensor equipment registered with the appropriate agencies.

The Licensor agrees that in the event the Licensor uses, stores, or brings onto the Property or License Space, any hazardous materials and such act(s) result(s) in damage or injury to MERA, or any of MERA's employees, agents, or contractors, the Licensor shall, at its own expense, indemnify and hold MERA or any of MERA's employees, agents, or contractors harmless as a result of the damage or injury, including, without limitation to, promptly cleaning MERA's License Space to the reasonable satisfaction of MERA, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred as the result of the above-mentioned acts by the Licensor shall be borne by the Licensor, including any fines and judgments levied against either party.

As used in this section, hazardous materials shall mean:

- A. "Hazardous substances" and "pollutants and contaminants" as defined in CERCLA, 42 USC Sections 9601 (14) and (33) and regulations issued pursuant thereto, or their successors;
- B. "Extremely hazardous substances, hazardous chemicals" and "toxic chemicals" as defined in the Emergency Planning and Community Right to Know Act, 42 USC Sections 11002 (a), 11021(e), and 11023 (c), and regulations issued pursuant thereto, or their successors;
- C. "Hazardous chemicals" within the meaning of OSHA's Hazard Communication Rules, 29 CFR Section 1910.1200, or their successors;
- D. Any such materials regulated under state or local environmental laws and regulations similar to the foregoing federal authorities listed in A-C above, or their successors; and
- E. Any materials not covered by, or exempted from, the sources listed in subparagraphs A-D above or their successors that may nevertheless pose a threat to the Licensor's function as a public agency or to human health or

welfare or to the environment including, without limitation to, petroleum, including crude oil or any fraction thereof, and radon.

18. Interference.

The Licensor's use of the Property as a public facility shall take priority and precedence over any other operations on the Property including the License Space; provided, however, that the parties hereby acknowledge the MERA Facilities are essential to the operation of a multi-jurisdictional and County-wide public safety and emergency radio system, and that in the event MERA determines that interference is materially and adversely affecting the operation of MERA Facilities, the Licensor shall correct and eliminate such interference, as set forth in Paragraph 2 above.

19. Damage or Destruction.

If during the term hereof, MERA's fixtures or equipment are damaged or destroyed from any cause whatsoever, other than Licensor's gross negligence or willful misconduct (and subject to the waiver of subrogation set forth in Section 14 above), MERA may elect, at its sole cost and expense, repair, restore or rebuild the same in accordance with its condition prior to such damage or destruction or in accordance with any plans and specifications first approved in writing by the Licensor after receiving all necessary third party approvals. In the event MERA determines it is commercially infeasible to repair, replace or rebuild its fixtures or equipment within the Communications Facility, it may elect to terminate this Agreement upon providing the Licensor thirty (30) days advance written notice of its intention to do so.

In the event MERA elects to repair such damage or destruction of its fixtures or equipment, MERA shall take all reasonable steps to obtain necessary permits and approvals within a reasonable time. Work shall commence within thirty (30) days after all permits and approvals are obtained and shall be completed with due diligence. Any and all insurance proceeds collected for such damage or destruction to MERA's fixtures and equipment shall be applied to the costs of such repairs and if such insurance proceeds are insufficient for such purposes, MERA shall make up the deficiency out of its funds.

The failure or refusal of MERA to make repairs or provide notice of its intention to terminate this Agreement as provided for herein shall constitute a default under the covenants and conditions of this Agreement and the Licensor may at its option terminate this Agreement.

In the event of any damage or destruction to the License Space from any cause other than the Licensor's gross negligence or willful misconduct, that prevents MERA from operating its fixtures and equipment whether such equipment is operable or not, MERA shall not be entitled to compensation, damages or rebate in rent for loss of use of the MERA Facilities.

20. Merger.

This Agreement contains all the agreements of the parties hereto and no prior agreements or understandings shall be effective or binding for any purpose.

21. Amendment or Modification.

This Agreement may be amended or modified only by the mutual written consent of both parties hereto.

22. Time is of the Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

23. Mediation.

Any dispute or claim in law or equity between the Licensor and MERA arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the Superior Court of California, County of Marin, for assignment by the Presiding Judge for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

24. Condemnation.

If a condemning authority other than the County or City takes all of the Licensor's property or a portion sufficient to render the License Space unsuitable for MERA's use, MERA shall terminate the License as of the date when possession is delivered to the condemning authority. In any condemnation proceeding MERA shall be entitled to make a claim against the condemning authority for just compensation so long as such claim does not reduce the award available to the County or City, as applicable. Sale of all or a portion of the License Space to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

25. Construction.

Neither initial nor subsequent construction shall commence on the site until the County approves the construction plans and specifications. Construction shall be defined as any work that visibly changes the License Space, excepting changes to equipment contained within MERA rack systems.

The construction process shall be as follows:

MERA shall submit five (5) sets of plans and construction specifications to the County for permitting by County, as required by law, and City of San Rafael Fire Department.

- The County will review and provide revision "markup" when required within thirty (30) business days of submittal of the plans.

- MERA shall resubmit five (5) sets of the revised plans and specifications to the County. If acceptable, the County will mark two sets as approved and return them to the MERA within fifteen (15) business days of re-submittal.
- MERA shall notify the County five (5) business days prior to commencing any construction to the site.
- All construction will be subject to reasonable inspection by the County and City of San Rafael Fire Department.

26. Ordinances and Statutes.

MERA shall comply with the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the said Property, and shall faithfully observe in the use of the Property all federal, state, and local statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction or the admission of MERA in any action or proceeding against MERA whether Licensor is a party thereto or not, that MERA has violated any such ordinance or statute in the use of the Property, shall be conclusive of that fact as between Licensor and MERA.

As part of the requirements of the above paragraph, MERA agrees to abide by Marin County Codes, Chapter 23.19 (Integrated Pest Management Policy).

If there is a conflict with another code or law then the more restrictive language will control.

27. Applicable Law.

This Agreement which is governed by the laws of the State of California applies to and binds the successors, and assigns of the parties.

28. Radio Frequency Emission Best Practices.

A. Licensor shall provide the following radio frequency emission best management practices on the Property:

(i) Post a NOTICE, CAUTION, or WARNING sign, as needed to advise persons when they are entering an area on the Property in which the radio frequency emissions exceed safety standards established by the Federal Communications Commission (FCC).

(ii) Post radio frequency guideline signage, which complies with FCC guidelines, at each access point to the Property.

(iii) Control access to the Property in a manner that prevents access by the general public.

(iv) Inspect the Property to ensure compliance with FCC radio frequency emission safety standards after the addition or modification of any equipment on

the Property or any other change to the radio frequency environment on the Property.

B. MERA shall ensure that in the Property, any person accessing an area in which the radio frequency emissions exceed levels considered safe for the general public, as established by the FCC: (i) wears a personal radio frequency exposure monitor; and (ii) has completed radio frequency safety awareness training, which includes knowledge of the use of personal protective equipment.

29. Joint and Several Obligations.

If at any time during the term of this Agreement the Property is owned, in whole or in part, by a Licensor comprised of more than one entity, all obligations of such Licensor under this Agreement shall be joint and several, and the Default of any such entity shall be the Default of all such entities.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSOR:

COUNTY OF MARIN

APPROVED AS TO FORM:

President, Board of Supervisors

Deputy County Counsel

Date: _____

ATTEST:

Deputy Clerk

CITY OF SAN RAFAEL

APPROVED AS TO FORM:

Mayor

City Attorney

Date: _____

ATTEST:

City Clerk

LICENSEE:

MARIN EMERGENCY RADIO AUTHORITY

APPROVED AS TO FORM:

Maureen Cassingham, Executive Officer

Trisha Ortiz, MERA Counsel

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

This Exhibit "A" is attached to and made a part of that certain Communications Site License Agreement by and between the County of Marin, as Licensor, and the Marin Emergency Radio Authority, as Licensee.

The Property is all that real property situated in City of San Rafael, County of Marin, State of California and is more particularly described as follows:

Assessor's Parcel No: 165-220-03

BEGINNING AT THE MOST SOUTHERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO TRANS WESTERN TITLE COMPANY, A CALIFORNIA CORPORATION, RECORDED JANUARY 31, 1964 IN BOOK 1775 OF OFFICIAL RECORDS, AT PAGE 442; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID TRANS WESTERN TITLE PARCEL, NORTH 01° 15' 00" EAST 290.00 FEET, NORTH 25° 58' 00" EAST 235.00 FEET, NORTH 10° 26' 00" EAST 163.00 FEET AND NORTH 02° 25' 00" WEST 37.085 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ONE, AS DESCRIBED IN THE DEED TO JACK H. BENNETT, RECORDED MARCH 14, 1967 IN BOOK 2114 OF OFFICIAL RECORDS, AT PAGE 392; THENCE ALONG THE GENERAL WESTERN LINE OF PARCELS ONE AND TWO, AS DESCRIBED IN SAID DEED TO JACK. H BENNETT, THE FOLLOWING EIGHT (8) COURSES: NORTH 02° 25' 00" WEST 290.915 FEET; THENCE NORTH 34° 09' 00" WEST 367.00 FEET; THENCE NORTH 39° 35' 00" EAST 353.00 FEET; THENCE NORTH 00° 18' 00" EAST 194.00 FEET; THENCE NORTH 35° 51' 00" WEST 620.00 FEET; THENCE NORTH 49° 55' 00" EAST 505.00 FEET; THENCE NORTH 08° 45' 00" WEST 392.00 FEET AND NORTH 74° 34' 00" WEST 140.50 FEET TO THE NORTHEASTERN CORNER OF LOT 221, AS SHOWN UPON THE MAP ENTITLED, "SAN RAFAEL PARK UNIT FOUR", FILED FOR RECORD MARCH 8, 1967 IN VOLUME 13 OF MAPS, AT PAGE 90, MARIN COUNTY RECORDS; THENCE ALONG THE GENERAL EASTERN AND SOUTHERN LINES OF SAID SAN RAFAEL PARK UNIT FOUR, THE FOLLOWING EIGHT (8) COURSES; SOUTH 12° 06' 10" EAST 204.54 FEET; THENCE SOUTH 09° 20' 18" WEST 228.02 FEET; THENCE SOUTH 44° 48' 44" WEST 215.67 FEET; THENCE SOUTH 74° 52' 55" WEST 128.44 FEET; THENCE SOUTH 85° 34' 47" WEST 304.91 FEET; THENCE SOUTH 64° 07' 39" WEST 258.96 FEET; THENCE SOUTH 10° 57' 16" EAST 104.61 FEET AND SOUTH 86° 59' 55" WEST 168.30 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE DIXIE SCHOOL DISTRICT, RECORDED SEPTEMBER 22, 1966 IN BOOK 2080 OF OFFICIAL RECORDS, AT PAGE 397; THENCE ALONG THE SOUTHEASTERN LINE OF SAID DIXIE SCHOOL DISTRICT PARCEL, SOUTH 49° 21' 00" WEST 532.625 FEET TO THE MOST EASTERN CORNER OF LOT 117, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "SAN RAFAEL PARK UNIT TWO", FILED FOR RECORD AUGUST 17, 1965 IN VOLUME 13 OF MAPS AT PAGE 26; THENCE ALONG THE SOUTHEASTERN LINE OF SAID SAN RAFAEL PARK UNIT TWO, SOUTH 47° 44' 26" WEST 170.99 FEET TO THE MOST EASTERN CORNER OF LOT 120, AS SHOWN THEREON SAID CORNER BEING FURTHER DESCRIBED AS AN ANGLE POINT IN THE NORTHERN LINE OF THE LANDS SHOWN UPON THE MAP ENTITLED, "SAN

RAFAEL PARK UNIT THREE", FILED FOR RECORD APRIL 20, 1966 IN VOLUME 13 OF MAPS, AT PAGE 65; THENCE ALONG THE GENERAL NORTHERN AND EASTERN LINE OF SAID SAN RAFAEL PARK UNIT THREE, THE FOLLOWING FIVE (5) COURSES SOUTH 71° 28' 00" EAST 193.00 FEET, THENCE SOUTH 18° 45' 00" EAST 385.50 FEET, THENCE SOUTH 53° 31' 00" WEST 241.51 FEET, THENCE SOUTH 13° 01' 00" WEST 263.00 FEET AND SOUTH 00° 09' 00" EAST 281.84 FEET TO A POINT IN THAT CERTAIN BOUNDARY AGREED UPON AND DESCRIBED IN AN AGREEMENT ESTABLISHING BOUNDARY, EXECUTED BY AND BETWEEN MANUEL FAGUNDES, MANUEL T. FREITAS, AND OTHERS, RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; THENCE ALONG SAID BOUNDARY LINE, SOUTH 63° 16' 30" EAST 1534.48 FEET, MORE OR LESS, TO AN ANGLE POINT THEREIN THAT BEARS SOUTH 39° 03' 00" WEST FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 39° 03' 00" EAST 135.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT, RECORDED MAY 26, 1955 IN BOOK 944 OF OFFICIAL RECORDS, AT PAGE 589, AS FOLLOWS:

COMMENCING AT A POINT IN THE LANDS OF MANUEL J. FAGUNDES, ET AL, WHICH POINT BEARS SOUTH 63° 24' EAST 1745.55 FEET, NORTH 71° 25' 30" EAST 165.16 FEET AND NORTH 47° 42' EAST 112.36 FEET FROM THE INTERSECTION OF THE TWO CALLS, NORTH 63° 16' 30" WEST 3248.12 FEET AND SOUTH 26° 31' WEST 402.45 FEET, SET FORTH IN THE AGREEMENT BETWEEN MANUEL FAGUNDES, AND MANUEL T. FREITAS, ET AL, RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; RUNNING THENCE NORTH 47° 28' WEST 55.69 FEET; THENCE NORTH 42° 32' EAST 220 FEET; THENCE SOUTH 47° 28' EAST 197 FEET; THENCE SOUTH 42° 32' WEST 220 FEET; THENCE NORTH 47° 28' WEST 141.31 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN THE DEED FROM PACIFIC CASCADE LAND COMPANY, INC., TO THE MARIN MUNICIPAL WATER DISTRICT, A PUBLIC CORPORATION, RECORDED SEPTEMBER 29, 1967 IN BOOK 2161 OF OFFICIAL RECORDS, AT PAGE 247, MARIN COUNTY RECORDS.

AND FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST SOUTHERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO TRANS WESTERN TITLE COMPANY, A CALIFORNIA CORPORATION, RECORDED JANUARY 31, 1964 IN BOOK 1775 OF OFFICIAL RECORDS, AT PAGE 442; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID TRANS WESTERN TITLE PARCEL, NORTH 01° 15' 00" EAST 290.00 FEET, NORTH 25° 58' 00" EAST 235.00 FEET, NORTH 10° 26' 00" EAST 163.00 FEET AND NORTH 02° 25' 00" WEST 37.085 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ONE, AS DESCRIBED IN THE DEED TO JACK H. BENNETT, RECORDED MARCH 14, 1967 IN BOOK 2114 OF OFFICIAL RECORDS, AT PAGE 392; THENCE ALONG THE GENERAL WESTERN LINE OF SAID PARCEL ONE NORTH 2° 25' 00" WEST 290.915 FEET, AND NORTH 34° 09' 00" WEST 367.00 FEET; THENCE LEAVING SAID WESTERN LINE NORTH 85° 52' 37" WEST 140.00 FEET; THENCE SOUTH 4° 07' 23" WEST 1296 FEET MORE OR LESS

TO A POINT IN THE BOUNDARY DESCRIBED IN AN AGREEMENT RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; THENCE ALONG SAID BOUNDARY SOUTH 63° 16' 30" EAST 256 FEET MORE OR LESS TO AN ANGLE POINT THEREIN WHICH BEARS SOUTH 39° 03' 00" WEST FROM THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY LINE NORTH 39° 03' 00" EAST 135.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXHIBIT B
DEPICTION OF LEASE SPACE**

This Exhibit "B" is attached to and made a part of that certain Communications Site License Agreement by and between the Licensor, and the Licensee.

SEE ATTACHED DIAGRAMS CONSISTING OF ONE (1) PAGE

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

This Exhibit "A" is attached to and made a part of that certain Communications Site License Agreement by and between the County of Marin, as Licensor, and the Marin Emergency Radio Authority, as Licensee.

The Property is all that real property situated in City of San Rafael, County of Marin, State of California and is more particularly described as follows:

Assessor's Parcel No: 165-220-03

BEGINNING AT THE MOST SOUTHERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO TRANS WESTERN TITLE COMPANY, A CALIFORNIA CORPORATION, RECORDED JANUARY 31, 1964 IN BOOK 1775 OF OFFICIAL RECORDS, AT PAGE 442; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID TRANS WESTERN TITLE PARCEL, NORTH 01° 15' 00" EAST 290.00 FEET, NORTH 25° 58' 00" EAST 235.00 FEET, NORTH 10° 26' 00" EAST 163.00 FEET AND NORTH 02° 25' 00" WEST 37.085 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ONE, AS DESCRIBED IN THE DEED TO JACK H. BENNETT, RECORDED MARCH 14, 1967 IN BOOK 2114 OF OFFICIAL RECORDS, AT PAGE 392; THENCE ALONG THE GENERAL WESTERN LINE OF PARCELS ONE AND TWO, AS DESCRIBED IN SAID DEED TO JACK. H BENNETT, THE FOLLOWING EIGHT (8) COURSES: NORTH 02° 25' 00" WEST 290.915 FEET; THENCE NORTH 34° 09' 00" WEST 367.00 FEET; THENCE NORTH 39° 35' 00" EAST 353.00 FEET; THENCE NORTH 00° 18' 00" EAST 194.00 FEET; THENCE NORTH 35° 51' 00" WEST 620.00 FEET; THENCE NORTH 49° 55' 00" EAST 505.00 FEET; THENCE NORTH 08° 45' 00" WEST 392.00 FEET AND NORTH 74° 34' 00" WEST 140.50 FEET TO THE NORTHEASTERN CORNER OF LOT 221, AS SHOWN UPON THE MAP ENTITLED, "SAN RAFAEL PARK UNIT FOUR", FILED FOR RECORD MARCH 8, 1967 IN VOLUME 13 OF MAPS, AT PAGE 90, MARIN COUNTY RECORDS; THENCE ALONG THE GENERAL EASTERN AND SOUTHERN LINES OF SAID SAN RAFAEL PARK UNIT FOUR, THE FOLLOWING EIGHT (8) COURSES; SOUTH 12° 06' 10" EAST 204.54 FEET; THENCE SOUTH 09° 20' 18" WEST 228.02 FEET; THENCE SOUTH 44° 48' 44" WEST 215.67 FEET; THENCE SOUTH 74° 52' 55" WEST 128.44 FEET; THENCE SOUTH 85° 34' 47" WEST 304.91 FEET; THENCE SOUTH 64° 07' 39" WEST 258.96 FEET; THENCE SOUTH 10° 57' 16" EAST 104.61 FEET AND SOUTH 86° 59' 55" WEST 168.30 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE DIXIE SCHOOL DISTRICT, RECORDED SEPTEMBER 22, 1966 IN BOOK 2080 OF OFFICIAL RECORDS, AT PAGE 397; THENCE ALONG THE SOUTHEASTERN LINE OF SAID DIXIE SCHOOL DISTRICT PARCEL, SOUTH 49° 21' 00" WEST 532.625 FEET TO THE MOST EASTERN CORNER OF LOT 117, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "SAN RAFAEL PARK UNIT TWO", FILED FOR RECORD AUGUST 17, 1965 IN VOLUME 13 OF MAPS AT PAGE 26; THENCE ALONG THE SOUTHEASTERN LINE OF SAID SAN RAFAEL PARK UNIT TWO, SOUTH 47° 44' 26" WEST 170.99 FEET TO THE MOST EASTERN CORNER OF LOT 120, AS SHOWN THEREON SAID CORNER BEING FURTHER DESCRIBED AS AN ANGLE POINT IN THE NORTHERN LINE OF THE LANDS SHOWN UPON THE MAP ENTITLED, "SAN

RAFAEL PARK UNIT THREE", FILED FOR RECORD APRIL 20, 1966 IN VOLUME 13 OF MAPS, AT PAGE 65; THENCE ALONG THE GENERAL NORTHERN AND EASTERN LINE OF SAID SAN RAFAEL PARK UNIT THREE, THE FOLLOWING FIVE (5) COURSES SOUTH 71° 28' 00" EAST 193.00 FEET, THENCE SOUTH 18° 45' 00" EAST 385.50 FEET, THENCE SOUTH 53° 31' 00" WEST 241.51 FEET, THENCE SOUTH 13° 01' 00" WEST 263.00 FEET AND SOUTH 00° 09' 00" EAST 281.84 FEET TO A POINT IN THAT CERTAIN BOUNDARY AGREED UPON AND DESCRIBED IN AN AGREEMENT ESTABLISHING BOUNDARY, EXECUTED BY AND BETWEEN MANUEL FAGUNDES, MANUEL T. FREITAS, AND OTHERS, RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; THENCE ALONG SAID BOUNDARY LINE, SOUTH 63° 16' 30" EAST 1534.48 FEET, MORE OR LESS, TO AN ANGLE POINT THEREIN THAT BEARS SOUTH 39° 03' 00" WEST FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 39° 03' 00" EAST 135.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT, RECORDED MAY 26, 1955 IN BOOK 944 OF OFFICIAL RECORDS, AT PAGE 589, AS FOLLOWS:

COMMENCING AT A POINT IN THE LANDS OF MANUEL J. FAGUNDES, ET AL, WHICH POINT BEARS SOUTH 63° 24' EAST 1745.55 FEET, NORTH 71° 25' 30" EAST 165.16 FEET AND NORTH 47° 42' EAST 112.36 FEET FROM THE INTERSECTION OF THE TWO CALLS, NORTH 63° 16' 30" WEST 3248.12 FEET AND SOUTH 26° 31' WEST 402.45 FEET, SET FORTH IN THE AGREEMENT BETWEEN MANUEL FAGUNDES, AND MANUEL T. FREITAS, ET AL, RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; RUNNING THENCE NORTH 47° 28' WEST 55.69 FEET; THENCE NORTH 42° 32' EAST 220 FEET; THENCE SOUTH 47° 28' EAST 197 FEET; THENCE SOUTH 42° 32' WEST 220 FEET; THENCE NORTH 47° 28' WEST 141.31 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN THE DEED FROM PACIFIC CASCADE LAND COMPANY, INC., TO THE MARIN MUNICIPAL WATER DISTRICT, A PUBLIC CORPORATION, RECORDED SEPTEMBER 29, 1967 IN BOOK 2161 OF OFFICIAL RECORDS, AT PAGE 247, MARIN COUNTY RECORDS.

AND FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST SOUTHERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO TRANS WESTERN TITLE COMPANY, A CALIFORNIA CORPORATION, RECORDED JANUARY 31, 1964 IN BOOK 1775 OF OFFICIAL RECORDS, AT PAGE 442; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID TRANS WESTERN TITLE PARCEL, NORTH 01° 15' 00" EAST 290.00 FEET, NORTH 25° 58' 00" EAST 235.00 FEET, NORTH 10° 26' 00" EAST 163.00 FEET AND NORTH 02° 25' 00" WEST 37.085 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ONE, AS DESCRIBED IN THE DEED TO JACK H. BENNETT, RECORDED MARCH 14, 1967 IN BOOK 2114 OF OFFICIAL RECORDS, AT PAGE 392; THENCE ALONG THE GENERAL WESTERN LINE OF SAID PARCEL ONE NORTH 2° 25' 00" WEST 290.915 FEET, AND NORTH 34° 09' 00" WEST 367.00 FEET; THENCE LEAVING SAID WESTERN LINE NORTH 85° 52' 37" WEST 140.00 FEET; THENCE SOUTH 4° 07' 23" WEST 1296 FEET MORE OR LESS

TO A POINT IN THE BOUNDARY DESCRIBED IN AN AGREEMENT RECORDED MARCH 1, 1951 IN BOOK 681 OF OFFICIAL RECORDS AT PAGE 76; THENCE ALONG SAID BOUNDARY SOUTH 63° 16' 30" EAST 256 FEET MORE OR LESS TO AN ANGLE POINT THEREIN WHICH BEARS SOUTH 39° 03' 00" WEST FROM THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY LINE NORTH 39° 03' 00" EAST 135.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITE: SKYVIEW TERRACE

LESSOR: City of San Rafael

Site Address: Near 70 Skyview Terrace
San Rafael, CA 94903

APN: 165-220-03

I. Overview

The Marin Emergency Radio Authority (MERA) is a joint exercise of powers authority established February 28, 1998. MERA's purpose is to plan, finance, implement, manage, own, and operate a multijurisdictional and countywide public safety, public service, and emergency radio system.

Changes in frequency allocations by the Federal Communications Commission mandate that MERA upgrade the currently installed countywide radio system, shifting the system's radio frequencies from the UHF T-band to the 700 MHz band of frequencies. At the same time, MERA will use this opportunity to increase radio user capacity, improve radio coverage, and modernize the aging system.

This upgrade will utilize existing radio communications facilities to the fullest extent possible, but it will also require the development of certain new tower sites where additional radio equipment can be installed.

II. Site Development

MERA proposes to construct as its sole cost and expense a state-of-the-art communications compound on the leased property. This communications site will include:

- Land clearing and site grading
- Crushed rock ground base
- Earthen berms
- One (1) 6-ft. chain link fence
- One (1) 15-ft. x 10-ft. equipment shelter
- One (1) 35-ft. monopole tower
- One (1) cable bridge
- One (1) 50 kVA emergency generator
- One (1) 499-gallon propane fuel tank
- Underground electrical service from utility point of connection

III. Equipment to Be Added

On Tower:

- Two (2) 3 ft. microwave dishes
- Associated ground connections and cabling

Inside Shelter:

- One (1) combined microwave radio and DC power supply rack
- Associated ground connections and cabling

IV. Tentative Implementation Schedule

- | | |
|----------------------------|----------------------------|
| Site development | July 2020 to February 2021 |
| New equipment installation | February 2021 |

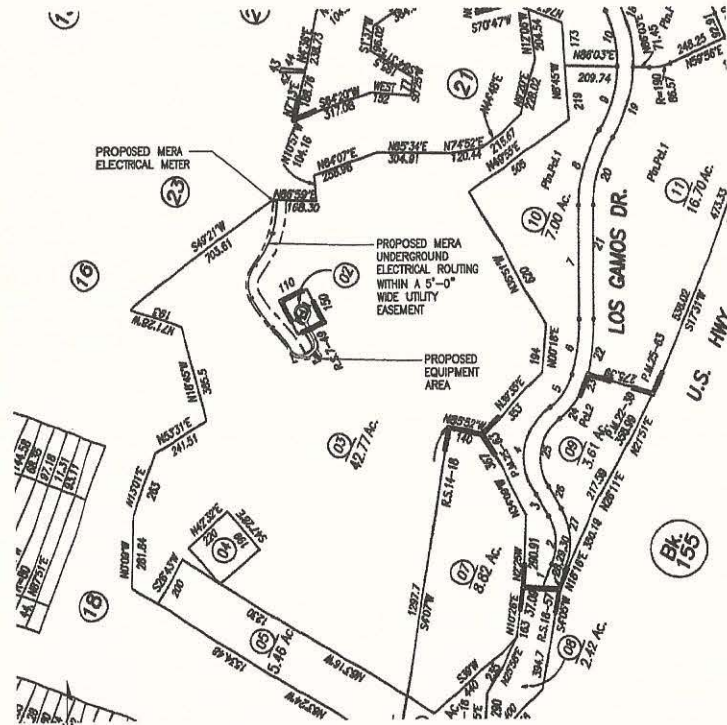
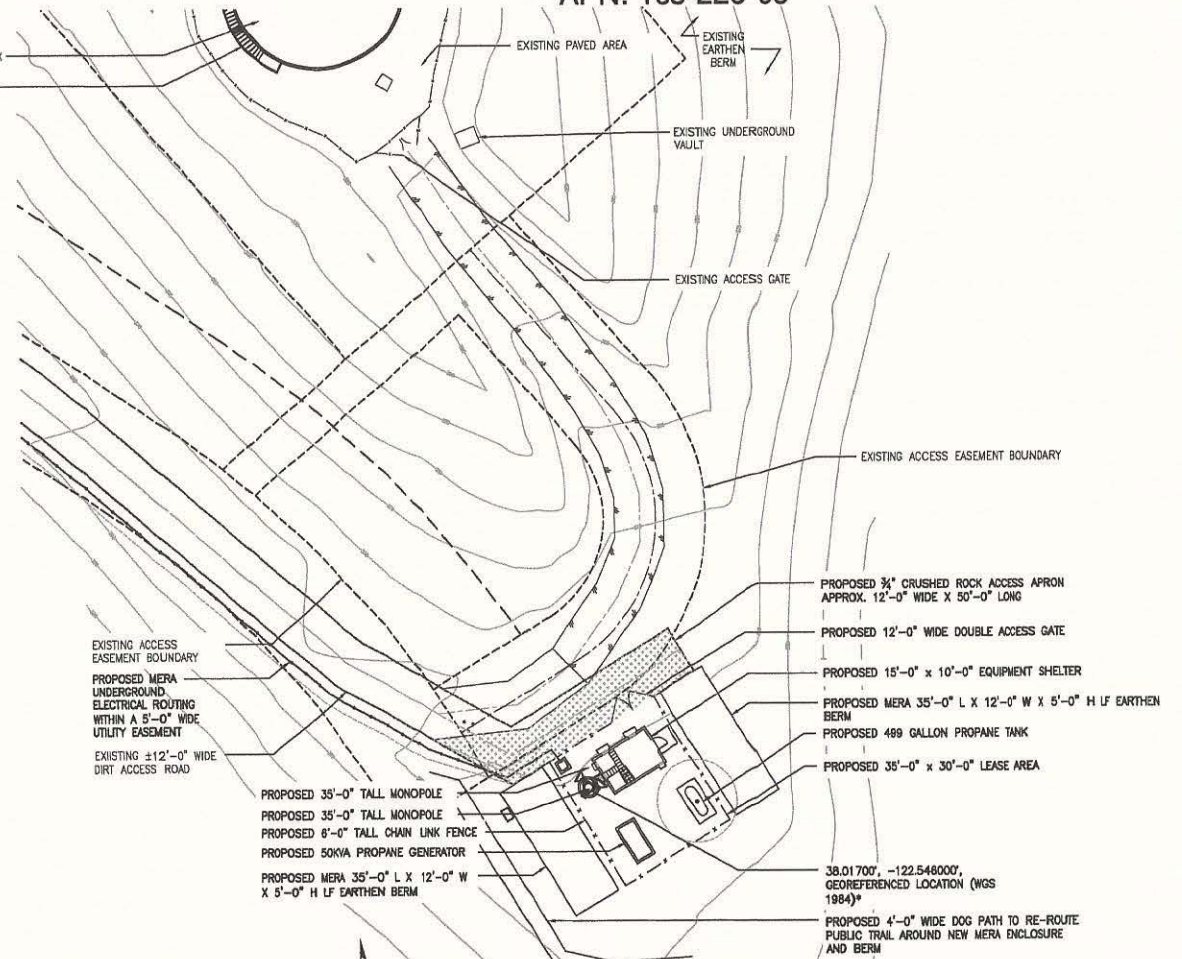
LEASE EXHIBIT

SKYVIEW TERRACE WATER TANK

NEAR 70 SKYVIEW TERRACE
 SAN RAFAEL, CA 94903
 APN: 165-220-03



VICINITY MAP
N.T.S.



1 SITE PLAN
 SCALE: 22"x34" SHEET 1" = 80'-0"
 SCALE: 11"x17" SHEET 1" = 40'-0"
 CALLED NORTH

2 SITE DETAIL
 SCALE: 22"x34" SHEET 1" = 15'-0"
 SCALE: 11"x17" SHEET 1" = 30'-0"
 CALLED NORTH

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT WITH MARIN EMERGENCY RADIO AUTHORITY (MERA) FOR INSTALLATION OF TELECOMMUNICATIONS FACILITIES NEAR 70 SKYVIEW TERRACE

WHEREAS, the Marin Emergency Radio Authority (“MERA”) is a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, and pursuant to the Joint Powers Agreement, dated February 28, 1998 by and among the members (the “JPA”); and,

WHEREAS, MERA’s purpose is to plan, finance, implement, manage, own and operate a multi-jurisdictional and County-wide public safety and emergency radio system (the “System”); and

WHEREAS, the County of Marin (“County”) and the City of San Rafael (“City”) are parties to the JPA and members of MERA; and,

WHEREAS, the County and the City are the record owners of that certain property located near 70 Skyview Terrace, San Rafael, California, bearing Assessor’s Parcel Number 165-220-03 (the “Property”); and

WHEREAS, changes in frequency allocations by the Federal Communications Commission mandate that MERA upgrade the current countywide radio system by shifting the systems radio frequencies from the UHF T-band to the 700 Mhz band; and

WHEREAS, MERA will also use this opportunity to increase radio user capacity, improve radio coverage, and modernize the aging radio system; and

WHEREAS, the County and the City desire to grant MERA a license, in the form attached as Attachment 1 to this resolution and incorporated herein, to install, operate,

and maintain on the Property certain specified communications equipment that will become a part of the System;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that the City Manager is authorized to execute the License Agreement with MERA attached hereto as Attachment 1, subject to final approval as to form by the City Attorney, approving the installation of MERA's communications equipment on the Property near 70 Skyview Terrace, San Rafael, California, APN 165-220-03.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 8th day of September 2020 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

Prepared by: Darin White
Fire Chief

City Manager Approval: _____

TOPIC: AGREEMENT TO PARTICIPATE IN EMERGENCY MEDICAL SERVICE/AMBULANCE TRANSPORT SERVICE COST RECOVERY PROGRAM

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO ALLOW THE SAN RAFAEL FIRE DEPARTMENT TO PARTICIPATE IN AN INTERGOVERNMENTAL TRANSFER WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) IN ORDER TO INCREASE THE DEPARTMENT'S REIMBURSEMENT FOR EMERGENCY MEDICAL SERVICE AMBULANCE TRANSPORT SERVICES FOR THE SERVICE PERIODS OF JULY 1, 2019 THROUGH JUNE 30, 2020 AND JULY 1, 2020 THROUGH DECEMBER 31, 2020.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute an agreement to allow the City of San Rafael Fire Department to participate in a Medi-cal Intergovernmental Transfer (IGT) program with the California Department of Health Care Services to receive ambulance service reimbursement for the periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020.

EXECUTIVE SUMMARY:

The proposed agreement for participation in a Medi-Cal Intergovernmental Transfer (IGT) for the service periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020 represents the seventh year of the City's participation in the IGT Program. This program assists the City in recovering costs associated with the provision of Emergency Medical Services (EMS) to individuals who are covered by Medi-Cal. For the first time, the agreement will cover an 18-month time period (known as the "2019-20 Bridge Period"), as the state Department of Health Care Services (DHCS) is transitioning from a fiscal year to a calendar year basis for administration of the program. Participation in the IGT program provides an important opportunity for the City to collect ambulance transport fees that would not otherwise be available. Currently, the Medi-Cal program reimburses far less than the actual cost to provide the service.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

BACKGROUND:

Since 2006, DHCS has offered public healthcare providers the opportunity to participate in a program that increases reimbursement for services provided to Medi-Cal Managed Care plan members. The DHCS program, called a voluntary rate range Intergovernmental Transfer (IGT) program (Welfare and Institutions Code §§14164, 14301.4), provides a way for Medi-Cal managed care health plan providers to gain access to federal matching funds for Medi-Cal reimbursements. In 2015, this program was expanded to include public Emergency Medical Services (EMS) providers like the San Rafael Fire Department, who provide health care/ambulance services to Medi-Cal managed care enrollees, to make these EMS providers eligible to receive increased reimbursements from Medi-Cal Managed Care Health Plan providers.

Under the IGT program, counties and other governmental entities in the State may elect to transfer funds to the State in support of the Medi-Cal program. These funds are used as a match for federal funds, which are eventually returned to the EMS providers through their respective Medi-Cal Managed Care Health Plan providers. In Marin County, the Medi-Cal Managed Care Health Plan provider is called Partnership HealthPlan of California (PHC). PHC has agreed to participate in the IGT program along with its regional partners: San Rafael Fire Department, Marin County Health and Human Services, Marin General Hospital, Novato Fire Protection District, and Southern Marin Fire District.

ANALYSIS:

Overview of IGT Program: The IGT program requires the transfer of eligible local dollars from the City to DHCS. DHCS, in turn, uses transferred funds from local governments to increase monthly capitation rates it previously paid Medi-Cal Managed Care Health Plan providers in the prior fiscal year, thus allowing DHCS to receive additional federal funding from the Centers for Medicare and Medicaid Services (CMS) for payment to the Medi-Cal Managed Care Health Plan providers. The Medi-Cal Managed Care Health Plan providers then pay most of their IGT-funded rate increases to the local governments that transferred the funds. Ultimately, each local government participant receives back the funding it provided to participate in the program, plus the federal match in return.

In January 2020, PHC notified the San Rafael Fire Department that a non-binding letter of interest must be submitted in order for the City to participate in the program for the service periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020. For the first time, the agreement will cover an 18-month time period ("2019-20 Bridge Period"), as the state Department of Health Care Services is transitioning from a fiscal year to a calendar year basis for administration of the program.

The San Rafael Fire Department submitted the non-binding letter of interest and has been working with both DHCS and PHC in developing the necessary agreement for participation. In April 2020, DHCS provided the San Rafael Fire Department with an estimated transfer amount and timeline for the rate range program; however, in May 2020, DHCS announced that because of operational impacts related to the ongoing COVID-19 emergency, the timeline would be delayed. In August 2020, DHCS was able to complete a final agreement and is requesting signatures by October 16, 2020.

State DHCS Rate Increase Contract: Based on the participating agencies' signed contracts to transfer funds to DHCS, the State will contact PHC to increase its per-member, per-month capitation rates. The Plan's rate will be increased to the highest actuarially-sound rate.

Transfer from the Department to the State: Once the CMS has approved the entire IGT transaction, and the Plan rate contracts have been signed by DHCS and the Medi-Cal Managed Care Health Plans throughout the State, DHCS will submit a request to participating agencies to transfer funds to the

State. With the City Council’s approval, the Fire Department will transfer an estimated \$415,092 to DHCS. Additionally, the Department will make a separate estimated payment of \$83,018 (20%) to DHCS as authorized in Welfare and Institutions Code Section 14301.4, to cover the administrative costs (assessment fee) of operating the IGT program for the service periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020. If the State is unable to use all of the transferred funds to increase Plan rates, it will return any used funds and the associated 20% administrative fee.

Payment to the Fire Department: Federal matching funds received by the Fire Department will be used to promote the well-being of PHC beneficiaries by maintaining or improving the current service levels of the paramedic program. Although the actual total is unknown at this time, the Department expects to net several hundred thousand dollars for the service periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 2020. For the Fiscal Year 2018-2019, San Rafael received a check for \$782,626.48, an amount that is comprised of the original contributions and the federal matched funds. When the 20% pre-paid administrative fee is considered, the resulting net revenue received by the Fire Department was \$448,649.48 for FY 2018-2019. The Department expects a similar amount of net revenue as a result of the agreement for the 2019-20 bridge period.

The rate range IGT will be implemented through execution of separate contracts with the DHCS and with PHC. These documents spell out the obligations of each entity in regard to the transfer of local government funds, the use of funds by DHCS, the payment of funds to PHC, and the treatment of payments by PHC. Before any funds are transferred, all the contracts must be signed by the participating agencies and the plan rate increases must be approved by the federal government. The specific contract documents need to be returned to DHCS by October 16, 2020. On August 13, 2020, the Fire Department received an agreement from DHCS for the City Manager’s signature; this is included as Attachment 2. Staff is recommending that the City Manager be given the authority to sign the agreement as well as any related documents in the form approved by the City Attorney.

FISCAL IMPACT:

The IGT will support the Emergency Medical Services Fund in recovering a greater portion of its transport costs.

Attachment 3 provides approximate transfer amounts based on information provided to the Fire Department by PHC, the County’s Medi-Cal Managed Health Care Plan provider. A summary of the amount the City expects to transfer to DHCS and receive back through participation in this program is outlined below.

Time Period	Funding Source	Transfer Amount to DHCS	Admin Fee to DHCS	Estimated Funds Returned to City of SR by PHC	Estimated Net New Funds
Bridge Period 2019-20	Fund 210	\$415,092	\$83,018	\$946,759	\$448,649

The proposed funds to be transferred to the State will be allocated from the Department’s Emergency Medical Services Fund and are expected to be transferred in early 2021. The funds will return to the Fire Department as enhanced Medi-Cal payments approximately six to eight weeks later.

OPTIONS:

1. Adopt the resolution as presented.
2. Direct staff to return with more information.

3. Take no action.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute an agreement to allow the City of San Rafael Fire Department to participate in a Medi-cal Intergovernmental Transfer (IGT) program with the California Department of Health Care Services to receive ambulance service reimbursement for the periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020.

ATTACHMENTS:

1. Resolution
2. IGT Agreement for 2019-20 Bridge Period
3. San Rafael Fire Department Allocation Estimates for 2019-20 Bridge Period

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO ALLOW THE SAN RAFAEL FIRE DEPARTMENT TO PARTICIPATE IN AN INTERGOVERNMENTAL TRANSFER WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) IN ORDER TO INCREASE THE DEPARTMENT'S REIMBURSEMENT FOR EMERGENCY MEDICAL SERVICE AMBULANCE TRANSPORT SERVICES FOR THE SERVICE PERIODS OF JULY 1, 2019 THROUGH JUNE 30, 2020 AND JULY 1, 2020 THROUGH DECEMBER 31, 2020

WHEREAS, the City of San Rafael, through its Fire Department, regularly provides emergency ambulance transport to persons who are Medi-Cal patients enrolled in managed care plans; and

WHEREAS, the City participates in various governmental programs that provide reimbursement of costs incurred in providing such emergency services to Medi-Cal patients; and

WHEREAS, pursuant to the authority of Welfare & Institutions Code sections 14164 and 14301.4, since 2006 the California Department of Health Care Services (DHCS) has been offering a voluntary rate range Intergovernmental Transfer Program to allow healthcare providers such as the City of San Rafael Fire Department to access federal matching funds for reimbursement through their Medi-Cal Managed Care Health Plan Providers; and

WHEREAS, the City may pursue an Intergovernmental Transfer to DHCS through its Medi-Cal Managed Care Health Plan Provider, Partnership Health Plan of California (PHC); and

WHEREAS, by participating in the Intergovernmental Transfer Program, the City will receive reimbursements for a larger proportion of its actual costs for providing emergency ambulance transport to Medi-Cal patients enrolled in managed care plans; and

WHEREAS, under the Intergovernmental Transfer Program, the funds shall be transferred in accordance with a mutually agreed-upon schedule between the City of San Rafael and DHCS;

NOW, THEREFORE, BE IT RESOLVED, by the San Rafael City Council as follows:

1. The San Rafael Fire Department is hereby authorized to participate in an Intergovernmental Transfer (IGT) with the California Department of Health Care Services (DHCS) in order to increase the Department's reimbursement for EMS ambulance transport services provided to Partnership Health Plan of California (PHC) members for the service periods of July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020.
2. The City Manager is authorized to execute the required Intergovernmental Agreement Regarding Transfer of Public Funds with the DHCS included in the staff report for this resolution, subject to final approval as to form by the City Attorney.
3. The City Council hereby authorizes the transfer of funds to DHCS pursuant to such agreement, in an amount approved by the City Manager and in accordance with a mutually agreed upon schedule, to be used solely as a portion of the non-federal share

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the CITY OF SAN RAFAEL FIRE DEPARTMENT (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (PMPM) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020, and reconciled to actual PMPMs for the service period of July 1, 2020 through December 31, 2020 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2020 and December 31, 2020, respectively. DHCS shall reconcile the “Projected Contribution PMPM,” in Exhibit 1(b), to actual PMPM for HEALTH PLAN(S) for the service period of July 1, 2020 through December 31, 2020 using actual PMPMs that result from the risk adjustment process as reflected in figures taken from DHCS records. PMPM reconciliation will occur on an ongoing basis as the risk adjustment process is finalized. Actual PMPM amounts will be considered final two years after December 31, 2020. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If

DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Jim Schutz, City Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901
Jim.Schutz@cityofsanrafael.org

With copies to:

Darin White, Fire Chief
San Rafael Fire Department
1375 Fifth Avenue
San Rafael, CA 94901
Darin.White@cityofsanrafael.org

Jeff Ingram, Director, FP&A
Partnership Health Plan of California
4665 Business Center Drive
Fairfield, CA 94534
jingram@partnershiphp.org

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2019 and shall expire as of June 30, 2023 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE CITY OF SAN RAFAEL FIRE DEPARTMENT:

By: _____ Date: _____
Jim Schutz, City Manager, City of San Rafael

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____
Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.06	343,485	\$ 20,609
Child - MCHIP	\$ 0.02	170,108	\$ 3,402
Adult - non MCHIP	\$ 0.16	169,182	\$ 27,069
Adult - MCHIP	\$ 0.06	5,902	\$ 354
ACA Optional Expansion	\$ 0.02	362,721	\$ 7,254
SPD	\$ 0.44	94,857	\$ 41,737
SPD/Full-Dual	\$ 0.09	150,559	\$ 13,550
BCCTP	\$ 0.79	616	\$ 487
LTC	\$ 1.63	432	\$ 704
LTC/Full Dual	\$ 0.97	7,619	\$ 7,390
OBRA	\$ 0.17	844	\$ 143
Whole Child Model	\$ 0.83	18,470	\$ 15,330
Estimated Total		1,324,795	\$ 138,029

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.04	349,237	\$ 13,969
Child - MCHIP	\$ 0.02	172,956	\$ 3,459
Adult - non MCHIP	\$ 0.15	173,949	\$ 26,092
Adult - MCHIP	\$ 0.06	6,068	\$ 364
ACA Optional Expansion	\$ 0.03	370,973	\$ 11,129
SPD	\$ 0.39	96,667	\$ 37,700
SPD/Full-Dual	\$ 0.08	154,634	\$ 12,371
BCCTP	\$ 0.76	617	\$ 469
LTC	\$ 1.46	480	\$ 701
LTC/Full Dual	\$ 0.87	7,769	\$ 6,759
OBRA	\$ 0.15	914	\$ 137
Whole Child Model	\$ 0.77	18,803	\$ 14,478
Estimated Total		1,353,067	\$ 127,628

Exhibit 1(b)

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.06	383,632	\$ 23,018
Child - MCHIP	\$ 0.03	189,991	\$ 5,700
Adult - non MCHIP	\$ 0.15	193,036	\$ 28,955
Adult - MCHIP	\$ 0.09	6,734	\$ 606
ACA Optional Expansion	\$ 0.03	418,517	\$ 12,556
SPD	\$ 0.40	100,724	\$ 40,290
SPD/Full-Dual	\$ 0.08	160,888	\$ 12,871
BCCTP	\$ 0.77	685	\$ 527
LTC	\$ 1.50	512	\$ 768
LTC/Full Dual	\$ 0.89	8,396	\$ 7,472
OBRA	\$ 0.15	1,179	\$ 177
Whole Child Model	\$ 0.82	20,116	\$ 16,495
Estimated Total		1,484,410	\$ 149,435

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

** Note that Projected Contribution PMPMs are subject to change based on the risk adjustment process of rate development, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.06	343,485	\$ 20,609
Child - MCHIP	\$ 0.02	170,108	\$ 3,402
Adult - non MCHIP	\$ 0.16	169,182	\$ 27,069
Adult - MCHIP	\$ 0.06	5,902	\$ 354
ACA Optional Expansion	\$ 0.02	362,721	\$ 7,254
SPD	\$ 0.44	94,857	\$ 41,737
SPD/Full-Dual	\$ 0.09	150,559	\$ 13,550
BCCTP	\$ 0.79	616	\$ 487
LTC	\$ 1.63	432	\$ 704
LTC/Full Dual	\$ 0.97	7,619	\$ 7,390
OBRA	\$ 0.17	844	\$ 143
Whole Child Model	\$ 0.83	18,470	\$ 15,330
Estimated Total		1,324,795	\$ 138,029

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.04	349,237	\$ 13,969
Child - MCHIP	\$ 0.02	172,956	\$ 3,459
Adult - non MCHIP	\$ 0.15	173,949	\$ 26,092
Adult - MCHIP	\$ 0.06	6,068	\$ 364
ACA Optional Expansion	\$ 0.03	370,973	\$ 11,129
SPD	\$ 0.39	96,667	\$ 37,700
SPD/Full-Dual	\$ 0.08	154,634	\$ 12,371
BCCTP	\$ 0.76	617	\$ 469
LTC	\$ 1.46	480	\$ 701
LTC/Full Dual	\$ 0.87	7,769	\$ 6,759
OBRA	\$ 0.15	914	\$ 137
Whole Child Model	\$ 0.77	18,803	\$ 14,478
Estimated Total		1,353,067	\$ 127,628

Exhibit 1(b)

Health Plan:	Partnership Health Plan of California		
Rating Region:	Southern Region		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.06	383,632	\$ 23,018
Child - MCHIP	\$ 0.03	189,991	\$ 5,700
Adult - non MCHIP	\$ 0.15	193,036	\$ 28,955
Adult - MCHIP	\$ 0.09	6,734	\$ 606
ACA Optional Expansion	\$ 0.03	418,517	\$ 12,556
SPD	\$ 0.40	100,724	\$ 40,290
SPD/Full-Dual	\$ 0.08	160,888	\$ 12,871
BCCTP	\$ 0.77	685	\$ 527
LTC	\$ 1.50	512	\$ 768
LTC/Full Dual	\$ 0.89	8,396	\$ 7,472
OBRA	\$ 0.15	1,179	\$ 177
Whole Child Model	\$ 0.82	20,116	\$ 16,495
Estimated Total		1,484,410	\$ 149,435

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

** Note that Projected Contribution PMPMs are subject to change based on the risk adjustment process of rate development, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Lisa Holton, Lieutenant

City Manager Approval: 

TOPIC: OFFICE OF TRAFFIC SAFETY GRANT ACCEPTANCE

SUBJECT: RESOLUTION APPROVING USE OF STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FUNDS IN THE AMOUNT OF \$117,500 FOR THE “SELECTIVE TRAFFIC ENFORCEMENT PROGRAM” (“STEP”) GRANT FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT

RECOMMENDATION:

Staff recommends the City Council adopt the resolution accepting the \$117,500 grant from the California Office of Traffic Safety.

BACKGROUND:

For the past nineteen years, the [Office of Traffic Safety \(OTS\)](#) of the State of California has awarded over \$2 million dollars in traffic safety grants to the City of San Rafael. These grants have included the Marin County “Avoid the Marin 13” DUI/DL campaign, [Click it or Ticket grants](#), DUI Mini grants, DUI Enforcement and Awareness grants, and [STEP grants](#). Each of the grants have provided critical traffic enforcement and education operations by funding the deployment of officers for DUI/DL checkpoints, DUI saturation patrols, red light and speed enforcement, seat belt enforcement, and distracted driving enforcement. As of October 1st, 2016, OTS no longer offers the countywide “Avoid the Marin 13” grants. The only funding available is through the STEP grant program. This development has greatly reduced our funding for traffic and DUI related enforcement activities.

The San Rafael Police Department (SRPD) currently has two officers assigned full-time to traffic enforcement. This is down from seven full-time officers in 2007. The San Rafael Police Department has encouraged patrol officers and traffic officers to conduct enforcement focused on reducing the alcohol and speed-related collisions, along with increased pedestrian and bicycle safety.

ANALYSIS:

The project goal of this OTS grant is to reduce the number of persons killed or injured in vehicle collisions involving alcohol, speed, red light violations and other primary collision factors, by implementing “best

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

practice” strategies. Enforcement and education have shown to be critical in reducing vehicle collisions. The following grant will provide the necessary resources for traffic enforcement and education operations.

The acceptance and implementation of this \$117,500 grant is critical to maintain traffic safety levels in San Rafael. A review of the City of San Rafael collision data from 2019-2020 indicates San Rafael continues to have a high number of injury collisions associated with pedestrians, intoxicated drivers, and unsafe speeds. San Rafael has had 135 injury collisions in the past ten months, including forty-five involving pedestrians and twenty-four involving bicycles.

The SRPD encourages patrol and traffic officers to conduct focused enforcement for reducing alcohol, pedestrian, and speed related collisions, however current staffing levels inherently limit the frequency by which more proactive traffic enforcement efforts can occur because officers are primarily focused on responding to emergency calls for service.

The goals of the grant are to reduce the number of people injured or killed in collisions, to reduce alcohol-involved collisions, to reduce drug-involved collisions, and to reduce the number of hit and run collisions.

Should the City Council approve this grant, the San Rafael Police Department will have the resources to maintain enforcement programs including, but not limited to, various safety and awareness campaigns, a program to identify repeat DUI offenders, and DUI checkpoints. The grant also includes funding for officer trainings and enforcement operations for distracted driving, motorcycle safety, and bicycle/pedestrian safety, among others. See attachment 1 for a full list of grant-funded programs.

Operations for this grant will be scheduled between October 1, 2020 and September 30, 2021.

The SRPD will report statistics quarterly to the Office of Traffic Safety. This grant will be evaluated by how well the stated goals and objectives were accomplished.

Nothing in the grant agreement is to be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.

COMMUNITY OUTREACH:

A significant aspect of this grant is educating the community and increasing awareness regarding traffic safety. This will be accomplished through press releases and the use of social media. The San Rafael Police Department has 15,100 Twitter and 11,020 Facebook followers, as well as, 32,034 subscribers to updates on Nextdoor and over 1,200 subscribers to press release email notifications.

FISCAL IMPACT:

The grant funding will be included in Grant Fund – Safety (fund #281) and will fund operational expenses such as overtime costs, travel and training associated with the focused enforcement of traffic safety, up to the total proceeds of the grant of \$117,500.

OPTIONS:

1. Adopt the resolution accepting the \$117,500 in Office of Traffic Safety STEP grant as submitted.
2. Decline to accept the Office of Traffic Safety grant (The OTS grants require the implementation of all the grant components for funding to be provided).

RECOMMENDED ACTION:

Adopt the Resolution approving the use of the \$117,500 from Office of Traffic Safety Grant Funds and authorizing the City Manager to execute the Grant Agreement and any other related documents in a form approved by the City Attorney.

ATTACHMENTS:

1. Resolution
2. Selective Traffic Enforcement Program (STEP) Grant Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING USE OF STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FUNDS IN THE AMOUNT OF \$117,500 FOR THE “SELECTIVE TRAFFIC ENFORCEMENT PROGRAM” (“STEP”) GRANT FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT.

Whereas, the State of California, Office of Traffic Safety granted the City of San Rafael \$117,500 in grant funds for the period of October 1, 2020 through September 30, 2021; and

Whereas, this grant money may be spent to pay overtime costs, travel and equipment purchase associated with the Selective Traffic Enforcement Program (“STEP”) Grant Program to mitigate traffic safety program deficiencies and expand ongoing activity; and

Whereas, to improve traffic safety, the San Rafael Police Department will use the STEP Grant funds to conduct DUI saturation patrols, distracted driving enforcement, warrant service operations, court stings and stakeouts on DUI offenders, high collision intersection enforcement, speed enforcement patrols, and enforcement traffic stops; and

Whereas, the Police Department will use the STEP Grant funds for overtime personnel costs of Captains, Lieutenants, Sergeants, Corporals, Officers, Community Service Officers, Dispatchers and Cadets incurred in connection with the enforcement activities; and

Whereas, the Police Department will use the STEP Grant funds for travel and training, and expenses related to the enforcement activities;

NOW, THEREFORE BE IT RESOLVED, that the City Council approves the use of \$117,500 in California Office of Traffic Safety grant funds for the City’s “Selective Traffic Enforcement Program” from October 1, 2020 through September 30, 2021, with funds to be appropriated in the Safety Grant Fund 281, and authorizes the City Manager to execute a Grant Agreement and any documents related to the Grant in a form approved by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council meeting held on September 8, 2020 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY San Rafael	3. Grant Period From: 10/01/2020 To: 09/30/2021
4. AGENCY UNIT TO ADMINISTER GRANT San Rafael Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$117,500.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Justin Graham TITLE: Sergeant EMAIL: 494@srdp.org PHONE: (415) 485-3000 ADDRESS: 1400 Fifth Avenue San Rafael, CA 94901</p> <p>_____ (Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL OF AGENCY NAME: Jim Schutz TITLE: City Manager EMAIL: jim.schutz@cityofsanrafael.org PHONE: (415) 485-3070 ADDRESS: 1400 Fifth Avenue San Rafael, CA 94901</p> <p>_____ (Signature) (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Van Bach TITLE: Accounting Supervisor EMAIL: van.bach@cityofsanrafael.org PHONE: (415) 458-5001 ADDRESS: 1400 Fifth Avenue San Rafael, CA 94901</p> <p>_____ (Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Elk Grove, CA 95758</p> <p>_____ (Signature) (Date)</p>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 082447459 REGISTERED ADDRESS: 1400 5th Ave PD CITY: San Rafael ZIP+4: 94901-1943
--	--

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL:		\$117,500.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$117,500.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$117,500.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The San Rafael Police Department serves the people that live and work in the City of San Rafael. San Rafael serves as the seat of Marin County and has a population of approximately 57,713 people (US Census 2010.)

Business and commerce bring people and vehicles into San Rafael from other areas of the San Francisco Bay Area. The population of San Rafael during the day swells to well over 100,000 people. US 101 and I-580 intersect in San Rafael, providing a very large volume of traffic during morning and evening commute hours along with steady traffic flow during non-commute hours. As in other parts of the San Francisco Bay Area, the traditional commute hours start earlier and conclude well into the evening.

Much of the traffic is concentrated in the downtown area, which is congested by on and off-ramps connecting northbound and southbound US 101, plus eastbound/westbound I-580. The immediate streets have an arterial effect, serving commuters from neighboring cities and communities on the west side of Marin County.

The Golden Gate Transit Center, the largest transit center in the County, is also located in Downtown San Rafael. In July of 2017, the Sonoma Marin Area Rail Transit (SMART Train) began operating 34 daily trips from the Sonoma County Airport, through Santa Rosa and Petaluma into Downtown San Rafael. The station is adjacent to the Golden Gate Transit Center.

On December 14, 2019, the SMART Train began serving the Larkspur Ferry Terminal, south of Downtown San Rafael. SMART increased capacity to a total of 38 weekday trips, 19 southbound and 19 northbound, and 10-weekend trips, 5 southbound and 5 northbound, 365 days per year. There are 10 grade crossings within our jurisdiction. This a major concern for our department because there have been numerous fatal and major injury collisions involving trains, pedestrians and vehicles in the communities north of San Rafael. Furthermore, the grade crossings near the transit center contribute to increased congestion every time a train pulls into the downtown station.

On January 3, 2019, a local news radio station, KCBS, reported that the Third and Heatherton Streets intersection is the most dangerous for pedestrians and bicyclists in the North Bay Area. See <https://omny.fm/shows/kcbsam-on-demand/marin-county-is-among-most-dangerous-for-pedestria> for details. This article was published almost a year before the SMART train extension south into Larkspur Landing was operational. SMART train operations have increased congestion in the area.

In addition, San Rafael High School is located within 0.5 miles of the transit center. Most of the student population walk to the transit center to take public transit or walk through the downtown area. Davidson Middle School is also within 0.5 miles of the transit center and many students walk or bike to school.

Lastly, in November of 2019, the long-awaited Richmond-San Rafael Bridge bike/pedestrian path opened, and we have seen an increase in bicycle traffic in the east end of the city.

In the north section of San Rafael, we have observed an increase in traffic collisions involving teen and elderly drivers.

Collision data from FY 2019 base year indicated that most of the injury collisions occur due to speed, unsafe turns, and red-light violations. The Department has also struggled for several years to reduce fatal and injury collisions involving pedestrians and bicyclists.

The San Rafael Police Department has encouraged patrol officers and traffic officers for enforcement focused on reducing the alcohol and speed-related collisions, along with increased pedestrian and bicyclist safety. Unfortunately, our sworn personnel availability has significantly diminished due to injuries, retirements, and resignations. In calendar year 2018, the San Rafael Police Department lost 9 sworn officers. In calendar year 2019, 13 sworn officers separated from our Police Department. These numbers

are unprecedented for a Police Department of our size. Most of our new hires are new to law enforcement and face a learning curve, especially in the area of traffic safety, and DUI investigations.

There are currently two motor officers assigned to the Traffic Unit. At times, they are asked to assist with basic patrol staffing. This increase in workload has resulted in a significant decrease in proactive traffic enforcement by motor officers.

This Selective Traffic Enforcement Program (STEP) grant would greatly increase the San Rafael Police Department's ability to employ enforcement strategies to reduce persons killed or injured in traffic collisions. With a focused enforcement plan designed through the Selective Traffic Enforcement Program, the department will be more successful in curbing the problems associated with intoxicated drivers, red-light runners, speeding vehicles, other aggressive driving behavior and increase pedestrian and bicyclist safety.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To	2

<p>enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.</p>	
<p>9. Conduct DUI Saturation Patrol operation(s).</p>	<p>45</p>
<p>10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.</p>	<p>35</p>
<p>11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.</p>	<p>2</p>
<p>12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.</p>	<p>2</p>
<p>13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.</p>	<p>8</p>
<p>14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.</p>	<p>2</p>
<p>3. METHOD OF PROCEDURE</p>	
<p>A. Phase 1 – Program Preparation (1st Quarter of Grant Year)</p>	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. • Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> • Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
<p>B. Phase 2 – Program Operations (Throughout Grant Year)</p>	
<ul style="list-style-type: none"> • The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <u>Media Requirements</u> • Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement. • If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press. • If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date. 	

- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-21	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$65,000.00
402PT-21	20.600	State and Community Highway Safety	\$52,500.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries <u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-21	\$14,013.00	2	\$28,026.00
DUI Saturation Patrols	164AL-21	\$801.00	45	\$36,045.00
Benefits AL @ 1.45%	164AL-21	\$64,071.00	1	\$929.00
Traffic Enforcement	402PT-21	\$768.00	35	\$26,880.00
	402PT-21	\$768.00	2	\$1,536.00
Motorcycle Safety	402PT-21	\$768.00	2	\$1,536.00
Pedestrian and Bicycle Enforcement	402PT-21	\$768.00	8	\$6,144.00
Traffic Safety Education	402PT-21	\$768.00	2	\$1,536.00
Benefits @1.45%	402PT-21	\$37,632.00	1	\$546.00
Category Sub-Total				\$103,178.00
B. TRAVEL EXPENSES				
In State Travel	402PT-21	\$4,322.00	1	\$4,322.00
				\$0.00
Category Sub-Total				\$4,322.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Radar Trailer	402PT-21	\$10,000.00	1	\$10,000.00
Category Sub-Total				\$10,000.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$117,500.00

BUDGET NARRATIVE
<p>PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Benefits AL @ 1.45% - Total OT Benefits Rate @ 1.45% 1.45% Medicare</p>
<p>Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>- Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.</p>
<p>Benefits @1.45% - Total OT Benefits Rate @ 1.45% 1.45% Medicare</p>
<p>TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers 2021 Conference, in Long Beach, California. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.</p>
<p>CONTRACTUAL SERVICES -</p>
<p>EQUIPMENT Radar Trailer - Trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.</p>
<p>OTHER DIRECT COSTS -</p>
<p>INDIRECT COSTS -</p>
<p>STATEMENTS/DISCLAIMERS Program Income default statement: There will be no program income generated from this grant. Enforcement Grant Quota Disclaimer:</p>

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

The Officials named on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include but are not limited to the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director, Fiscal Official or Authorizing Official must sign and return it with the Grant Agreement.

Grant Details	
Grant Number:	PT21141
Agency Name:	San Rafael Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$117,500.00
Authorizing Official:	Jim Schutz
Fiscal Official:	Van Bach
Grant Director:	Justin Graham

Current GEMS User(s)

- 1. Raul Aguilar**
Title: Sergeant
Phone: (415) 485-3034
Email: 460@srpd.org
Media Contact: Yes
- 2. Justin Graham**
Title: Sergeant
Phone: (415) 485-3000
Email: 494@srpd.org
Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
Date		Title	



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul Jensen (AG, EG)
Community Development Director

City Manager Approval: _____

AS

TOPIC: MEASURES TO FACILITATE HOUSING DEVELOPMENT & STREAMLINE APPROVALS

SUBJECT: INFORMATIONAL REPORT ON POTENTIAL AMENDMENTS TO THE SAN RAFAEL MUNICIPAL CODE TO FACILITATE HOUSING DEVELOPMENT AND STREAMLINE APPROVALS

EXECUTIVE SUMMARY:

This informational report provides an overview of potential amendments to four main areas of the San Rafael Municipal Code (SRMC):

- A. Inclusionary Housing Requirement
- B. Density Bonus
- C. Formalize Design Review Board Subcommittee
- D. SRMC Amendments to Encourage Development and Streamline Approvals

The purpose of this informational report is to receive feedback and direction from City Council on the below key areas:

Policy	Key Staff Questions
Inclusionary Housing	<ul style="list-style-type: none"> • Should the City allow developers expanded options to pay an affordable housing in-lieu fee instead of onsite units? • Should the City move forward with an inclusionary housing policy design with baseline and additional requirements, as proposed by staff? <ul style="list-style-type: none"> → If yes, at which levels should these requirements be set? → If no, how would City Council like the policy designed? • Should the City allow buyouts for entitled projects?
Density Bonus	<ul style="list-style-type: none"> • Comments or Concerns?
Formalize Design Review Subcommittee	<ul style="list-style-type: none"> • Should the City formalize the DRB subcommittee process replacing the DRB with the DRAC?
SRMC Amendments to Encourage Development and Streamline Approvals	<ul style="list-style-type: none"> • Comments or Concerns?

RECOMMENDATION:

Accept report and provide staff direction regarding proposed changes and municipal code amendments.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

BACKGROUND:

On August 20, 2018, the City Council was presented a comprehensive, [informational report](#) on housing. In response to the housing report information, the City Council directed staff to follow-up on four, specific housing topics and issues. One of these four topics/issues was the challenges to the approval and development of housing in San Rafael.

On September 3, 2019, the City Council was presented an [informational report](#) on challenges to housing development. The report presented 11 key challenges pertaining to the approval and development of housing in San Rafael. Moreover, this report identified 13 recommended measures to address these challenges. At the September 3rd City Council meeting, staff was directed to host several public housing workshops on proposed policies to address challenges to approving and developing housing. The purpose of these workshops was to gain a better understanding of the public's view on the housing crisis, as well as, to get feedback on the prioritization of the proposed policy actions. The City hosted two housing workshops, which were attended by the Mayor, City Council, and the public. These workshops exposed the public to issues surrounding the housing crisis and obtained feedback from both the public and City Council.

On January 21, 2020, the City Council was presented an [informational report](#) on staff recommendations for prioritization, timing, and future City Council actions on these proposed policy actions to address challenges to approving and developing housing. As part of the acceptance of this informational report, City Council directed staff to return with an updated informational report on potential amendments to the SRMC aimed at encouraging housing development and streamlining approvals.

On August 11th, 2020, staff presented to the San Rafael Planning Commission an [earlier version of this report](#) analyzing potential amendments to the SRMC resulting from this City Council direction. These potential amendments focus on four main areas:

- Adopt Changes to the Inclusionary Housing Requirement & Adopt Changes to Affordable Housing In-Lieu Fee- Inclusionary housing requirements are key tools for cities to provide affordable housing and build mixed income communities. However, if the requirements are set too high, they can depress housing production. Currently, the City requires between 10%-20% of a development's housing units to be provided at rates affordable for low- or very low- income households. As part of the January 21, 2020 City Council informational report, staff discussed considering lowering the City's inclusionary housing requirement and finding ways to provide more flexibility to developers in meeting the requirement, including allowing expanded use of an affordable housing in-lieu fee.
- Update Density Bonus Ordinance- The City's Density Bonus Ordinance was last amended in 2010. Since that time, there have been a number of changes to State Density Bonus Law (SDBL) that are meant to encourage development of affordable housing and/or remove barriers to housing in general. Due to these SDBL changes, amendments to the City's Density Bonus Ordinance are needed to align with the state requirements. An overview of changes to SDBL are described in more detail in the informational report to the Planning Commission.
- Consider Changes to Design Review Board- The Design Review Board (DRB) serves as an advisory body to the City for the purpose of reviewing and formulating recommendations on all major physical improvements requiring Environmental and Design Review permits. The DRB may also advise on other design matters, including minor physical improvements or administrative-level design review permits, referred to the Board by the Community Development Director, Planning Commission, or City Council. As part of the January 21, 2020 City Council informational report, staff discussed three potential options for restructuring the format of the DRB:

- a. Eliminating the DRB and structuring the Planning Commission membership to include one or two design professionals to guide and advise the Commission at-large on design matters;
- b. Shifting the role of the DRB to a decision-making authority rather than an advisory body. The DRB would have review and approval authority over Environmental Design Review Permits, while the Planning Commission would continue to serve as the decision-making authority on all land use, subdivision, and legislative matters; and/or
- c. Appoint a DRB liaison to review smaller housing projects in-lieu of a review by the full DRB. In the event there are challenging design issues, the DRB liaison would have the discretion to refer the application to the full DRB for review at a noticed public meeting.

Since the March 16th, 2020 [Shelter-in-Place ordered for Marin County](#) went into effect, staff found the need to restructure the format of the DRB to a subcommittee format comprised of a licensed architect and a licensed landscape architect. While the DRB Subcommittee was intended to convene only until the shelter-in-place order is lifted, staff has received substantial positive feedback from community members and applicants. Additionally, several large projects have been reviewed by the DRB through this process with success. For that reason, staff has included a proposal to formalize the subcommittee format in this informational report. See Planning Commission staff report for more information.

- SRMC Amendments to Encourage Development and Streamline Approvals- As part of the January 21, 2020 City Council meeting, City Council also encouraged staff to continue to look for amendments not identified in this report that could be made to encourage development and streamline approvals. Staff identified three possible changes to the SRMC that would serve to remove barriers and encourage housing development. These changes are described in more detail below but include:
 - Streamline the Appeals process
 - Remove restrictions for small lot development
 - Streamline Hillside Development Overlay District “Exceptions” Process

Staff has provided a summary of the Planning Commission’s feedback and comments after the corresponding Analysis section for each of the proposed SRMC changes included in this informational report. The Planning Commission also asked several questions regarding the inclusionary housing policies and affordable housing in-lieu fees. Staff has included answers to these questions.

ANALYSIS:

A. Inclusionary Housing Requirement

Staff has prepared three scenarios to help compare the impacts of changes to the inclusionary housing requirements. Staff has adjusted the levels of the Baseline and Additional requirements to be financially equivalent to the costs to a developer for providing 20%, 15%, and 10% of total onsite units with BMR requirements.

For all scenarios, staff has provided four options for the additional requirement, based upon best practices:

- Option 1- Onsite: additional affordable units provided onsite by the developer at one of several options for varied depth (the percentage of units) and breadth (the affordability level) of affordability restrictions.
- Option 2- In-lieu Payment: fees paid by developers instead of providing on-site affordable units. Payment is calculated per unit (including fractional units) for a percentage of total units provided on the property. For example, if there are 40 units in the project and the in-lieu payment is set at five percent (5%), the developer could meet the additional requirement by paying an in-lieu fee equal to 5% of units, or 2 units. The payment would be: $2 * \$343,969 = \$687,938$.
- Option 3 & 4: the developer can provide BMR units off-site or by providing land or existing property for development, if the following conditions are met:
 - Off-site units or land is provided within ½ mile of the market-rate project or in an area identified as high need; and
 - Public and Financial benefit is similar to or greater than what would have been provided onsite. Appraisal required where need.
 - Subject to Director approval.

Staff has also attempted to simplify the requirements by condensing the requirements by projects size from three (2-10 units, 11-20 units, and 21 or more units) to two (2-15 units and 16 or more units). Inclusionary Housing requirements for 2-15-unit projects remain the same across all three scenarios to prevent the policy from becoming more restrictive than the status quo.

Staff has used the [Inclusionary Housing Calculator](#) provided by the Grounded Solutions Network to estimate the feasibility of projects within each scenario. The Inclusionary Housing Calculator provides development financial data by strength of housing market and size of project. For each project, estimated cost and profit metrics are provided to help assess feasibility. Feasibility metrics are provided for low-rise rental projects (2-3 stories) and mid-rise rental projects (4-8 stories). For all scenarios, feasibility metrics reflect the cost and profit of the lowest profit combination of baseline and additional requirements. Full project assumptions can be found in Exhibit A.

Scenario 1: 20% Onsite Equivalent

Scenario 1 reflects the financial equivalent of a 20% onsite housing requirement. The baseline and additional requirements have been set at the following levels (Table 1):

Table 1. Scenario 1: 20% Onsite Equivalent

	Rental		For Sale	
	2-15 Units	16+ Units	2-15 Units	16+ Units
Baseline Requirement (All Projects)	10% Low-Income	5%- Low Income 5%- Very Low Income	10% Low-Income	5%- Moderate Income 5%- Low Income
Additional Requirement (Must choose one option below in addition to the Baseline Requirement)				
		5%- Very Low Income		5%- Very Low Income
		<i>or</i>		<i>or</i>
Option 1) Onsite	No Requirement	10%- Low Income	No Requirement	10%- Low Income
		<i>or</i>		<i>or</i>
		15%- Moderate Income		15%- Moderate Income
Option 2) In-Lieu Payment	Allowed for Fractional Units	Payment equal to 10% of Total units	Allowed for Fractional Units	Payment equal to 10% of Total units
Option 3) Offsite	No Requirement	* Within 1/2 mile of project * Similar economic benefit * Requires Director approval	No Requirement	* Within 1/2 mile of project * Similar economic benefit * Requires Director approval
Option 4) Land Conveyance	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval

* In-lieu fees allowed for fractional unit up to 0.5 Units, after 0.5 units they must provide one on-site unit

**Very Low Income- 50% AMI or lower, Low Income- 80% AMI or lower, Moderate Income- 120% AMI or Lower

As seen in Table 1, the baseline requirement for rental units has been set at 5% of onsite units required to be affordable to low-income households and 5% to be affordable to very-low income households. The baseline requirement for ownership units is set at 5% of onsite units required to be affordable to low-income households and 5% to be affordable to moderate-income households.

For additional requirements, three affordability options are provided for onsite units. An in-lieu fee is allowed and set at a fee amount equal to 10% of total units. Requirements of land conveyance and off-site units are the same for all three scenarios.

Based upon these policy levels, staff estimates that projects that select either the very low or low income additional onsite requirement would not be feasible (Table 2).

Table 2. Scenario 1: Project Feasibility- Low & Very Low Income

	Low-Rise	Mid-Rise
Estimated Cost	\$19.71M	\$39.71M
Estimated Profit	\$2.82M	\$4.98M
Feasibility	Not Feasible (14.3%)	Not Feasible (12.6%)

*A project is considered feasible if profit is greater than 15% of cost

However, projects that select a moderate additional onsite requirement or in-lieu fee options would be feasible (Table 3).

Table 3. Scenario 1: Project Feasibility- Moderate Income

	Low-Rise	Mid-Rise
Estimated Cost	\$19.71M	\$39.71M
Estimated Profit	\$3.22M	\$6.16M
Feasibility	Feasible (16.4%)	Feasible (15.5%)

*A project is considered feasible if profit is greater than 15% of cost

Scenario 2: 15% Onsite Equivalent

Scenario 2 reflects the financial equivalent of a 15% onsite housing requirement. The baseline and additional requirements have been set at the following levels (Table 4):

Table 4. Scenario 2: 15% Onsite Equivalent

	<u>Rental</u>		<u>For Sale</u>	
	2-15 Units	16+ Units	2-15 Units	16+ Units
Baseline Requirement (All Projects)	10% Low-Income	5%- Low Income 5%- Very Low Income	10% Low-Income	5%- Moderate Income 5%- Low Income
<i>Additional Requirement (Must choose one option below in addition to the Baseline Requirement)</i>				
<i>Option 1) Onsite</i>	No Requirement	5%- Low Income <i>or</i>	No Requirement	5%- Low Income <i>or</i>
<i>Option 2) In-Lieu Payment</i>	Allowed for Fractional Units	10%- Moderate Income Payment equal to 5% of Total units	Allowed for Fractional Units	10%- Moderate Income Payment equal to 5% of Total units
<i>Option 3) Offsite</i>	No Requirement	* Within 1/2 mile of project * Similar economic benefit * Requires Director approval	No Requirement	* Within 1/2 mile of project * Similar economic benefit * Requires Director approval
<i>Option 4) Land Conveyance</i>	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval

* In-lieu fees allowed for fractional unit up to 0.5 Units, after 0.5 units they must provide one on-site unit

**Very Low Income- 50% AMI or lower, Low Income- 80% AMI or lower, Moderate Income- 120% AMI or Lower

As seen in Table 4, the baseline requirement for both rental and ownership units remain the same as Scenario 1.

For additional requirements, two affordability options are provided for onsite units. An in-lieu fee has been reduced relative to Scenario 1 and set at a fee amount equal to 5% of total units. Requirements of land conveyance and off-site units are the same for all three scenarios.

Based upon these policy levels, staff estimates that only low-rise projects that select either the very low or low income additional onsite requirement would be feasible (Table 5).

Table 5. Scenario 2: Project Feasibility- Low & Very Low Income

	Low-Rise	Mid-Rise
Estimated Cost	\$19.71M	\$39.71M
Estimated Profit	\$2.98M	\$5.48M
Feasibility	Feasible (15.1%)	Not Feasible (13.8%)

*A project is considered feasible if profit is greater than 15% of cost

However, both low-rise and mid-rise projects that select moderate additional onsite requirement or in-lieu fee options would be feasible (Table 6).

Table 6. Scenario 2: Project Feasibility- Moderate Income

	Low-Rise	Mid-Rise
Estimated Cost	\$19.71M	\$39.71M
Estimated Profit	\$3.48M	\$6.40M
Feasibility	Feasible (17.6%)	Feasible (16.1%)

*A project is considered feasible if profit is greater than 15% of cost

Scenario 3: 10% Onsite Equivalent

Scenario 3 reflects the financial equivalent of a 10% onsite housing requirement. The baseline and additional requirements have been set at the following levels (Table 7):

Table 7. Scenario 3: 10% Onsite Equivalent

	<u>Rental</u>		<u>For Sale</u>	
	2-15 Units	16+ Units	2-15 Units	16+ Units
Baseline Requirement (All Projects)	10% Low-Income	5%- Low Income	10% Low-Income	5%-Low Income
<i>Additional Requirement (Must choose one option below in addition to the Baseline Requirement)</i>				
<i>Option 1) Onsite</i>	No Requirement	5%- Low Income <i>or</i>	No Requirement	5%- Low Income <i>or</i>
<i>Option 2) In-Lieu Payment</i>	Allowed for Fractional Units	10%- Moderate Income Payment equal to 5% of Total units	Allowed for Fractional Units	10%- Moderate Income Payment equal to 5% of Total units
<i>Option 3) Offsite</i>	No Requirement	* Within 1/2 mile of project * Similiar economic benefit * Requires Director approval	No Requirement	* Within 1/2 mile of project * Similiar economic benefit * Requires Director approval
<i>Option 4) Land Conveyance</i>	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval	No Requirement	* Must be developable * Similar economic benefit * Requires Director approval

* In-lieu fees allowed for fractional unit up to 0.5 Units, after 0.5 units they must provide one on-site unit

**Very Low Income- 50% AMI or lower, Low Income- 80% AMI or lower, Moderate Income- 120% AMI or Lower

As seen in Table 7, the baseline requirement for both rental and ownership has been reduced relative to Scenarios 1 and 2 to 5% of onsite units affordable to low-income households. For additional requirements, Scenario 2 and 3 are the same. Requirements of land conveyance and off-site units are the same for all three scenarios.

Based upon these policy levels, staff estimates that both the low-rise and mid-rise projects are considered financially feasible no matter the additional requirement option chose (Table 8).

Table 8. Scenario 3: Project Feasibility- Low/ Very-Low

	Low-Rise	Mid-Rise
Estimated Cost	\$19.71M	\$39.71M
Estimated Profit	\$3.92M	\$6.72M
Feasibility	Feasible (19.8%)	Feasible (16.9%)

*A project is considered feasible if profit is greater than 15% of cost

Scenario Discussion

Under all scenarios, developments with total project units between 21-25 units, 31-35 units, 41-45 units, etc. will have a higher incentive to provide additional on-site units. The percentages used to calculate the onsite baseline and additional onsite requirement will create fractional units below the rounding up threshold (0.5 units). By staying below this threshold, the developer can avoid providing an additional onsite unit and instead pay the in-lieu fee for the fractional unit.

However, developments with total project units between 16-20 units, 26-30 units, 36-40 units, etc. will have a higher incentive to pay the in-lieu fee. The percentages used to calculate the onsite baseline and additional onsite requirement will create fractional units above the rounding up threshold (0.5 units). As a result, the developer will be providing additional onsite units as part of the baseline requirement. The developer can avoid the rounding up unit created through the additional onsite requirement by paying the in-lieu fee instead.

Buyouts for Entitled Projects

In the process of preparing this report, several developers with entitled projects have reached out to staff inquiring about the potential for paying an in-lieu fee for a portion of their onsite below market rate units.

The in-lieu fee is set to reflect the affordability gap of a below market rate unit before the entitlement process. As a project moves further along in the approvals process, this affordability gap would grow larger.

For entitled projects, the in-lieu fee would underestimate this affordability gap, as the market value of an entitled project is higher than a project not having received approvals. One example of this difference in market values can be seen in the recent approval of the [Loch Lomond Marin below market rate buyout](#). In this buyout, the City and developer agreed to a buyout amount of the entitled for-sale units of approximate \$609,000. This buyout amount is nearly double the current in-lieu fee of \$343,969 per unit.

However, once a project has pulled Building Permits and begun construction, the affordable gap would be so large that the incentive for a buyout for both the City and developer may no longer exist. For the City, the per-unit buyout amount would likely reflect the current market rate conditions given the relative timing of the units' production. For the developer, having reached the construction phase their financing has likely been finalized and the per-unit costs sought by the City may not be financially feasible or attractive.

Based upon these factors, the City may have an opportunity to incentivize expedited construction of entitled project by allowing buyouts for these projects. This incentive would be greatest for the City and the developer for projects that have been entitled but have yet to begin construction. In these instances, buyouts should be set at a higher per-unit amount and under a specific timeline. Additionally, buyouts should only be allowed for a portion of the entitled protected units.

Should City Council pursue this option, staff would recommend setting this buyout amount at \$609,000 per unit—approximately the amount set by the Loch Lomond Marin buyout. Staff would also recommend that the buyout be contingent on the developer pulling building permits within one (1) year of agreeing to a buyout. Finally, staff would recommend only allowing developers to buy out at most half of their entitled below market rate units.

Planning Commission Feedback and Inclusionary Housing Questions

Overall, the Planning Commission was supportive of staff recommendations allowing an in-lieu fee and any policy changes necessary to encourage housing development. Commissioners were highly supportive of the proposed policy designs as they would provide flexibility to the developer to meet inclusionary requirements.

During the Commissions discussion, several questions were raised related to the effectiveness and impact of inclusionary housing policies in general and not specific to the policy design and scenarios proposed by staff. Staff has paraphrased these questions and provided responses below:

- **Are affordable housing in-lieu fees effective at producing more housing units?**

While it is very difficult to accurately measure the specific relationship between fees and onsite production for any jurisdiction, at a high level, lowering the costs and barriers to housing production will lead to increased production. Adjusting fees and providing flexibility to meet local requirements help achieve this goal.

For the developer, an in-lieu fee can be a more economically feasible option in the long-run, even if the short-run cost is higher than providing a protected unit. For the City, the funds from an in-lieu fee can be effectively leveraged to provide expanded resources for affordable housing.

In a 2016 nationwide study of affordable housing trust funds, city housing trust funds indicated they leveraged on average \$6.00 in additional public and private funds for every \$1.00 the trust fund invested in affordable housing activities. The highest leverage ratio reported was \$1:\$14.¹ In addition to increased financial leverage, a recent study found that Seattle was able to build three (3) affordable housing units with their trust fund dollars for every one (1) unit that paid an in-lieu fee.²

For trust funds to be effective, it is important that in-lieu fees are set at levels that accurately reflect market conditions. At a minimum, in-lieu fees should cover the average local funding needed for an affordable housing project to be feasible. A simple way of measuring this minimum local funding needed is looking at projects using Low Income Housing Tax Credits (LIHTC). LIHTCs are highly competitive and are the main funding source for affordable housing projects in the United States. Projects receiving LIHTC funding are often 100% affordable and receive local funding.

As part of a 2018 review of their in-lieu fees, the City of Oakland found that on average there was approximately \$125,000 per unit of local funding going into LIHTC funded affordable housing projects

¹ https://housingtrustfundproject.org/wp-content/uploads/2016/10/HTF_Survey-Report-2016-final.pdf

² [https://www.lincolnst.edu/sites/default/files/pubfiles/inclusionary-housing-full_0.pdf](https://www.lincolinst.edu/sites/default/files/pubfiles/inclusionary-housing-full_0.pdf)

(excluding state and federal sources).³ Using a similar analysis (Table 9), staff found that since 2010, LIHTC projects in Marin County have received approximately \$45,500 on average per unit in local funding.⁴

Table 9. Local/County Funding for Recent Affordable Housing Developments

Project Name	City	Project Type	Units	Local/County CDBG/HOME		Per Unit
				Trust Fund	Funds	
190 Mill Street*	San Rafael	Permanent Supportive Housing	32	\$ 1,250,000	\$ -	\$39,063
Whistlestop*	San Rafael	Senior- New Const.	66	\$ 1,000,000	\$ 396,371	\$21,157
Victory Village	Fairfax	Senior- New Const.	53	\$ 2,600,000	\$ 1,710,210	\$81,325
Piper Court Apartments	Fairfax	Family- Rehab.	27	\$ 675,000	\$ 410,645	\$40,209
Walnut Place	Point Reyes Station	Senior- New Const.	25	\$ -	\$ 482,488	\$19,300
Warner Creek Senior Housing	Novato	Senior- New Const.	60	\$ -	\$ 2,436,882	\$40,615
Average Local Funding Per Unit						\$45,362

*190 Mill Street and Whistlestop Local/County Funding is estimated as provided by the developer and **does not** reflect approved amounts

While staff considers the current in-lieu fee lower than the actual “affordability gap,” the fee amount is nearly triple the estimated average per unit local funding for Oakland and nearly seven times the local funding needed to be feasible for recent Marin County affordable housing projects. Because of this, staff believes that expanding the use of the current in-lieu fee would still be effective at both incentivizing housing development and provide sufficient trust fund funding for affordable housing projects.

- **Do affordable housing units need to be provided in the same building and/or property to be effective at creating inclusive communities?**

Inclusionary housing requirements are tremendously important tools in providing access for low income households to higher opportunity neighborhoods. However, access does not necessarily need to be provided solely through onsite units. 100% affordable housing projects developed in these neighborhoods can create more protected units without any reduction in impact on positive tenant outcomes.

Nearly all available studies looking at this relationship indicate that access to higher opportunity neighborhoods is the most important factor. Access to specific market rate buildings is not the influencing factor.^{5 6 7 8}

These impacts are not limited solely to the new tenants. In a 2014 review of evidence-based studies, Enterprise Community Foundation (Enterprise) found that affordable housing contributes to significant economic impacts. These impacts include increases in local purchasing power, job creation, and new tax revenues.⁹

³ <http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/s/ImpactFee/index.htm>

⁴ Staff did not include projects receiving redevelopment funds or projects covering non-substantial rehabilitation

⁵ <https://www.urban.org/sites/default/files/publication/27116/412292-Effects-from-Living-in-Mixed-Income-Communities-for-Low-Income-Families.PDF>

⁶ <https://shelterforce.org/2019/07/12/prioritizing-inclusion-and-equity-in-the-next-generation-of-mixed-income-communities/>

⁷ <https://ced.sog.unc.edu/strategies-for-creating-mixed-income-neighborhoods/>

⁸ <https://shelterforce.org/2018/07/06/practical-ideas-for-addressing-micro-segregation-in-mixed-income-communities/>

⁹ <https://www.enterprisecommunity.org/download?fid=3335&nid=4547>

When looking specifically at LIHTC projects, Enterprise found that for every 100 LIHTC funded units jurisdictions realized \$7.9 million in local income in the first year and \$2.4 million annually. 122 local jobs in the first year and 30 jobs annually. \$827,000 in taxes in the first year and \$441,000 annually.

- **What are the equity impacts of changing the Inclusionary Housing requirement?**

It is important to recognize that any discussion surrounding affordable housing and access to high opportunity areas is tied inextricably with race. As described in earlier staff reports, in San Rafael, non-white households are disproportionately renters, lower-income, and housing cost-burdened—defined as paying over 30% of your income on housing.¹⁰ As a result, policy changes which impact affordable housing will also disproportionately impact communities of color. This phenomenon is not unique to San Rafael and is present nationwide because of historic systemic racist housing policies pervasive for most of the last century.^{11 12}

Mixed-income communities alone will not lead to positive resident outcomes and address the goals which inclusionary policies are designed to achieve. In addition to housing stability, ensuring high housing quality, attractive housing developments, and robust resident services are keys to resident success.^{13 14} These elements are necessary for success because they help build community and create a sense of place for residents and surrounding neighborhood.¹⁵ Additionally, the effect of this place-based community making is not limited to LIHTC projects in high-opportunity areas. A 2016 National Bureau of Economics (NBER) economic study found that LIHTC developments can have substantial benefits to low-income neighborhoods. LIHTC developments in low-income neighborhoods can increase house prices 6.5%, lowering crime rates, and attract racially- and income-diverse populations. The authors measure the overall societal benefit of these developments at \$116 million.¹⁶

In higher income areas, the study did find that LIHTC developments cause house price declines of 2.5%. However, these losses—estimated at approximately \$12 million—are more than offset by the direct economic benefit to the low-income tenants—estimated at \$26.7 million.

More recently, a 2018 study by the Turner Center for Housing Innovation found LIHTC properties play an important role in stabilizing families in high-quality housing allowing them to focus on education, employment, and other dimensions of economic mobility.¹⁷ Additionally, this study found that even in neighborhoods with higher rates of poverty, LIHTC developments are providing better housing quality and stronger property management than what is available in the private market.

B. Density Bonus

The purpose of the code amendments to the Density Bonus provisions is that the code provisions no longer align with State density bonus law. Allowable Density Bonus for developments and other provisions related to concessions/incentives and waivers/reductions have changed in recent years. Staff is proposing changes to the City's Density Bonus Tables as well as sections of our density bonus

¹⁰ US Census, 2018 5-Year Estimates

¹¹ Rothstein, Richard. *The Color of Law: A Forgotten History of How Our Government Segregated America*. 2017

¹² Taylor, Keeanga-Yamahatta. *Race for Profit: How Banks and the Real Estate Industry Undermined Black Homeownership*. 2019

¹³ <https://www.huduser.gov/periodicals/cityscape/vol3num2/success.pdf>

¹⁴ <https://www.huduser.gov/portal/periodicals/em/spring13/highlight2.html>

¹⁵ <https://www.huduser.gov/portal/periodicals/em/spring13/highlight1.html#title>

¹⁶ <https://www.nber.org/papers/w22204.pdf>

¹⁷ http://turnercenter.berkeley.edu/uploads/Links_Between_Affordable_Housing_and_Economic_Mobility_.pdf

provisions to align with State law. Additional changes are currently being proposed at the state level as part of Assembly Bill (AB) 2345 and Senate Bill (SB) 1085. Staff will likely update the Density Bonus tables to align with those changes if adopted by the state legislature. Below are some key amendments that are proposed to respond to changes to State density bonus law since 2017:

- Density Bonus of 80% for certain projects. Projects that propose 100% of units for affordable housing are allowed an 80% density bonus.
- Proactive Disclosure of Allowable Density Bonus. The City is now obligated to disclose the maximum allowable density bonus as part of completeness review for an application.
- Waivers or reductions of development standards. The applicant may request a reduction or waiver of development standards if the applicant can demonstrate that that the development standard will have the effect of physically precluding the construction of a development. No additional report (including a financial *pro forma*) is required.
- Concessions & Incentives.
 - a. Concessions and Incentives allowed for certain types of housing projects have increased. For example, certain development projects that commit to 100% affordable housing units will be allowed 1 additional concession; a by-right height bonus of 33 feet; and additional parking reductions. Projects near transit are also allowed additional parking reductions. Additional changes are currently being proposed at the state level as part of AB 2345 and SB 1085. Staff will likely update the concessions tables to align with those changes if adopted by the state legislature.
 - b. Applicants are required to provide reasonable documentation to establish eligibility for requested incentives or concessions including a request for financial incentives. This would be in addition to any incentives already spelled out in the code (parking reductions, height bonus etc.). While the City can only request documentation outlined by SDBL, requests for financial incentives and fee waivers would require justification to demonstrate need. In this instance, a financial *pro forma* may be required by the City.
- 100% Affordable Housing Projects. If a housing development proposes 100% affordable units and is located within one-half mile of a major transit stop, the City cannot not impose any maximum controls on density.

Additional Possible Amendments to Consider

Housing development continues to be a challenge even amongst the smaller development projects of 5 units or less. The City currently does not provide a density bonus, incentives or concessions, or waivers/reductions for these types of smaller projects. In conversations with developers of smaller housing projects it would be difficult to take advantage of the State density bonus law even if was an available option.

As part of staff's analysis of the Density Bonus amendments, one possible solution to incentivize density in smaller housing developments was identified. Simple zoning code amendments could be made to allow one additional unit with a floor area of less than 500 square feet. This unit would not count towards maximum density and would qualify for a reduced parking ratio of .5 spaces as a way of accommodating units that are more affordable by design.

Since these amendments would be outside what is needed to align the SRMC with the SDBL, they have not been included in the proposed changes. However, this amendment could be included with the broader

amendment easily and would be a simple and effective way to incentivize additional housing development without significant impact the review and approval these developments.

Planning Commission discussion on Density Bonus Changes

On this topic, the Planning Commission did not provide much feedback but did express support for updating the density bonus section of the Zoning Code to align with State requirements.

C. Formalize Design Review Subcommittee

The DRB Subcommittee process currently being implemented during the Shelter-in-Place has shown to be successful and efficient. As such, staff is proposing to formalize this process as a Design Review Advisory Committee (DRAC). Formalizing this process would mean the DRB would be permanently replaced by the DRAC.

Like the current process, the DRAC would serve in the same capacity as the current, five-member DRB. The intent is for the DRAC to provide professional advice on design. The public would continue to be afforded public participation when the project moves forward for formal permit noticing and action, which would be through the Planning Commission, the Zoning Administrator or the Community Development Director.

Exhibit B shows the SRMC amendments to SRMC Sections [14.25.060](#) and [14.25.070](#) necessary to permanently formalize the DRAC process. These amendments include:

- Eliminating the public noticing and hearing requirements for the new process;
- Refining the Purpose and Authority of the DRAC to focus solely on providing professional design advice;
- Reducing the number of members from five (5) regular members and one (1) alternate to two (2) regular members and one (1) alternate. Regular members would include one (1) Licensed Architect and one (1) Licensed Landscape Architect; and
- Minor procedural and administrative changes to reflect the reduced size of the subcommittee.

Recent analysis estimates that on average for every month saved during the approvals process a project can save nearly \$140,000.¹⁸ Staff estimates that these changes to the DRB process will save the average project between two to six months in the time it take to receive a planning approval. At a savings of \$140,000 per month, the average project could save between \$280,000 \$840,000 through the implementation of this policy.

Planning Commission Feedback on the Structure of the Design Review Board

As mentioned above, the Planning Commission expressed some concerns about eliminating the DRB completely as they provide a valuable guidance on design. The Commission agreed that a less formal process was a good approach as long as there is opportunity for public input. The Planning Commission provided comments that can be categorized in three main topic areas as follows:

¹⁸ "If a developer is required to return 12% per year to a pension fund on a project in which the fund has invested \$10 million upfront in plans, land, and other consulting costs, a one year delay can mean an additional \$1.7 million in project costs when the project is finally built 3 years later as the cost is compounded over time."
http://ternercenter.berkeley.edu/uploads/The_Effect_of_Local_Government_Policies_on_Housing_Supply.pdf

1) Public Participation. Assure that there is opportunity for public participation during the design review process.

There are several ways to allow opportunity for public participation that would still work with the DRB subcommittee model. Two examples include:

- On-site Postings. The City currently provides on-site posting of public notice signs for certain projects that will result in visible improvements to a property. This type of onsite posting could occur when a new application has been received by the City. Community members would have an opportunity to provide comments on a project earlier in the process and well before staff and the applicant engage with the DRB subcommittee.
- Use of permit tracking technology. There are several apps that can be used to allow community members to sign up to receive alerts when the city accepts an application. One example is currently being used by the City's Department of Public Works is a program call Building Eye. This program allows tracking of encroachment permits and alerts subscribers of new permits within their neighborhood. This type of tool could be adapted to allow tracking of current planning projects. Community members would have an opportunity to provide comments on a project at any time throughout the process.

2) Creating a Hybrid. Commissioners suggested tiering the Design Review Board, allowing a subcommittee of the board to review smaller projects, and requiring that larger/more complex projects be referred to the full, five-member board.

This concept is similar to one of the options that was presented to the City Council in January of this year. While this concept would allow certain smaller housing projects a more streamlined review, it may not go far enough in supporting housing production and removing barriers to streamline review of higher density residential development.

3) Consider reducing certain minor projects to staff level review.

Some Commissioners supported an additional tier that includes downgrading of certain minor projects for staff level review and action. At present, the Zoning Ordinance allow certain minor projects to receive staff level review. Staff is in the process of evaluating whether additional projects could benefit from downgrading to a staff level review. This will require amendments to our zoning ordinance and are expected to be publicized in early 2021.

While the Planning Commission had some reservations about eliminating the Design Review Board entirely, there was consensus that that a less formal process was a good approach as long as there is opportunity for public input. The Design Review Board Subcommittee concept has been used for review of development projects since the City began observing the shelter in place order in March. This format has been successful and could be supplemented to address concerns raised by Commissioners by providing opportunities for public involvement using notification technology similar to what is currently being used by the City. Staff will continue to look for ways to provide streamlining by looking for smaller projects that could benefit from a staff level review.

D. SRMC Amendments to Facilitate Development and Streamline Approvals

Staff has identified the following SRMC Amendments that could streamline the approvals process and encourage development without significant impact to current staff processes or public participation.

Amendment to SRMC Section 14.12.040- Hillside Exception

To streamline the process, Staff is recommending amending [SRMC Section 14.12.040](#) to downgrade the review and action on Hillside Exception requests to the Planning Commission. Currently, Hillside Exception requests are reviewed and acted upon by the City Council (Exhibit C).

While the proposed amendment to the Hillside Overlay District Exception process would promote streamlined review, there are other practical and logical benefits to this amendment. First, granting an Exception is a “quasi-judicial” zoning action which, by City charter, should be held with the Planning Commission. Second, an Exception is always linked to the Environmental and Design Review Permit that is required for all hillside development. The Planning Commission holds decision making authority on such applications when they are deemed to be major. Lastly, while this amendment would afford the Planning Commission the decision-making authority on all Exception requests, this action coupled with the action on the Environmental and Design Review Permit would be appealable to the City Council.

Amendment to SRMC Section 14.16.190- Height Bonus

As mentioned in the Background section, the SDBL now provides that developments that commit 100% of the units as units affordable to very low-, low-, and moderate-income households are eligible to a by-right height bonus of 33 feet. Staff is proposing an amendment to [SRMC section 14.16.190](#) -Height Bonus accordingly (Exhibit D). This amendment would add the following language:

- Residential Development projects that make 100% of the total units available to lower income households, and such development project is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, the applicant shall be eligible for a height increase of up to 33 feet.

Amendment to SRMC Section 14.16.300- Small Lots

As discussed in the Planning Commission report, [SRMC section 14.16.300.A](#), adopted in 1992, establishes limits on development for lots under 5,000 square feet in area. Staff is proposing amendments to SRMC (Exhibit E) in an effort to remove barriers to housing production. This would require amendments to the following SRMC sections:

- [14.16.300.A](#). would be deleted, thus increasing possible development on small lots.
- [14.04.040](#) - Property development standards (DR, MR, HR). This section includes Table 14.04.040 which outlines the required development standards and special provisions identified as footnotes. Footnote ‘A’ makes reference to development limitations for small lots. This footnote would be deleted.
- [14.05.030](#) - Property development standards (GC, NC, O, C/O, R/O, FBWC). This section includes Table 14.05.030 which outlines the required development standards and special provisions identified as footnotes. Footnote ‘N’ makes reference to development limitations for small lots. This footnote would be deleted.

Amendment to SRMC Chapter 14.28- Appeals

Staff has developed an amendments to [SRMC Chapter 14.28 \(Appeals\)](#) to streamline the scheduling and action on an appeals (Exhibit F). This amendment would:

- Establish scheduling procedures
- Clarify public noticing requirements

The proposed amendment to the Appeal process has several benefits. First, it would streamline the time frame for the process. Scheduling an appeal and holding a public hearing can add two-four months to the Planning review process, as the scheduling of the appeal for a hearing is open to coordinating and negotiating date availability with numerous stakeholders. Second, the proposed amendment would provide the stakeholders, the decision-making body, and the public with a level of certainty as to the appeal hearing date when the appeal is filed.

Staff estimates that these changes to the appeals process will save the average project two months in the time it takes to receive a planning approval. At a savings of \$140,000 per month, the average project could save \$280,000 through the implementation of this policy.

Planning Commission Feedback on proposed Zoning Code Amendments to further streamline the review of residential projects.

The Planning Commissioners did not provide feedback regarding the proposed amendments to streamline the review of residential projects but did note its support for the proposed amendments.

E. Next Steps

Due to the scope of this report, the following table has been provided to summarize the key decision points and questions staff is seeking feedback and direction on:

Policy	Key Staff Questions
Inclusionary Housing	<ul style="list-style-type: none"> • Should the City allow developers expanded options to pay an affordable housing in-lieu fee instead of onsite units? • Should the City move forward with an inclusionary housing policy design with baseline and additional requirements, as proposed by staff? <ul style="list-style-type: none"> → If yes, at which levels should these requirements be set? → If no, how would City Council like the policy designed? • Should the City allow buyouts for entitled projects?
Density Bonus	<ul style="list-style-type: none"> • Comments or Concerns?
Formalize Design Review Subcommittee	<ul style="list-style-type: none"> • Should the City formalize the DRB subcommittee process replacing the DRB with the DRAC?
SRMC Amendments to Encourage Development and Streamline Approvals	<ul style="list-style-type: none"> • Comments or Concerns?

COMMUNITY OUTREACH:

As described in the Background section, in addition to the City Council meetings of August 20, 2018 and September 3, 2019, Staff held two evening public workshops dedicated to the housing topics and policies presented in the January 21, 2020 staff report:

- Housing Workshop #1 was held on November 3, 2019. This workshop: a) provided in-depth information on the current housing crisis; and b) focused on the recommended policy actions specific to the regulation/zoning and permit streamlining. Workshop attendance: 40.
- Housing Workshop #2 was held on November 14, 2019. This workshop: a) included a presentation on housing development financing and funding sources; and b) focused on the recommended policy actions specific to City’s inclusionary housing requirements and use of the City’s Affordable Housing Trust Fund. Workshop Attendance: 35

As part of the development of this information report, Staff developed a “Strawman” Draft Proposal of the Inclusionary Housing Policy to elicit feedback from interested stakeholders (Exhibit G). With this “Strawman,” staff conducted the following outreach:

- One-on-One meetings with interested community stakeholders.
- Presentations to Marin Environmental Housing Collaborative and San Rafael Chamber of Commerce Governmental Affairs Committee (including representative of the Marin Builders Association)

Feedback from this outreach informed the development of the policy scenarios proposed by staff. Additionally, the “Strawman” Draft proposal also included discussion of a “Housing Development Incentive Pilot Program.” Based upon feedback received during outreach, this “Pilot Program” has not been included in this informational report or in Exhibit G, as further analysis is needed.

Staff has also conducted a community survey through social media to collect high-level community feedback on affordable housing in-lieu fees. The results of this survey are currently being compiled and will be presented at the City Council meeting on September 8th, 2020.

The City distributed courtesy notices of this City Council meeting to all neighborhood associations and neighborhood advocates, housing advocates, local developers and other stakeholders at least 15 days prior to meeting. In addition, notice of the meeting was posted in the Marin IJ. Comments received prior to the distribution of this meeting are attached to this report. All public comments received to date are included as Exhibit H. Comments received subsequent to distribution of this staff report will be forwarded to the City Council by separate cover.

ENVIRONMENTAL DETERMINATION:

This report is provided for informational purposes and therefore will have no physical impact on the environment. The report is classified as a planning study, which qualifies for a Statutory Exemption from the provisions of the CEQA Guidelines under 14 CRR Section 15262.

FISCAL IMPACT:

This is an informational report, which has no direct fiscal impact on the City. The fiscal impact of any potential changes will be assessed and determined if changes are brought forward to the City Council for consideration and action.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Accept report and provide staff direction regarding proposed changes.
2. Direct staff to return with more information.
3. Take no action.

RECOMMENDED ACTION:

Accept report and provide staff direction regarding proposed changes.

EXHIBITS:

- A. Inclusionary Housing Pro-Forma Assumptions
- B. Proposed SRMC Amendments to 14.25.070 - Design review
- C. Proposed SRMC Amendments to 14.12.040 - Exceptions to property development standards
- D. Proposed SRMC Amendments to 14.16.190 - Height bonus
- E. Proposed SRMC Amendments to 14.16.300 & 14.04.040- Small Lots
- F. Proposed SRMC Amendments 14.28.040- Appeals
- G. "Strawman" Draft Proposal of the Inclusionary Housing Policy
- H. Public Comments

EXHIBIT A. Inclusionary Housing Pro-Forma Assumptions

Project Summary

	Low-Rise	Mid-Rise
Base Units	30	60
Density Bonus	20%	20%
Total Units	36	72
Overall Square Feet	38,527	77,739

Unit Mix

	Studio	1-Bed	2-Bed	3-Bed
% of Units	26%	32%	32%	10%
Unit Size (SF)	727	858	1,114	1,322

Rent

	Studio	1-Bed	2-Bed	3-Bed
Market Rate	\$2,828	\$3,479	\$3,857	\$5,174
120% AMI	\$3,005	\$3,434	\$3,864	\$4,293
80% AMI	\$2,003	\$2,290	\$2,576	\$2,862
50% AMI	\$1,252	\$1,431	\$1,610	\$1,789

Pro Forma

Site Area	1.00 acre
Parking Ratio	1.25 spaces per unit
Construction Costs	\$250 per square foot
Land Cost	\$7.5 M per acre
Vacancy Rate	5%
Operating Costs	20%
Construction Loan Interest Rate	5%
Loan to Cost Ratio	70%
Cap Rate	4.75%
Median Family Income	\$143,100 San Francisco, CA HUD Metro FMR Area

Assumptions were entered into the Inclusionary Housing Calculator provided by Grounded Solutions Network on July 27, 2020 available here: <https://inclusionaryhousing.org/calculator/>

EXHIBIT B..

Proposed SRMC Amendments to 14.25.070 – Design Review Board

Reference to the Design Review Board is mentioned in several sections of the SRMC. The following is a sampling of how the SRMC would be adjusted to reflect a restructuring of the DRB to an Design Review Advisory Committee model. Staff will provide a full list of amendments as part of a formal recommendation if directed to do so.

Deletions are shown as ~~strikethroughs~~

Additions are shown underlined

14.25.020 - Authority.

The planning commission, zoning administrator or community development director shall approve, conditionally approve or deny applications for environmental and design review permits. This authority is identified as follows:

A. Major Environmental and Design Review Permit. The planning commission shall make determinations on environmental and design review applications for any major physical improvement listed under Section 14.25.040(A).

B. Minor Environmental and Design Review Permit. The zoning administrator shall make determinations on environmental and design review applications for any minor physical improvement listed under Section 14.25.040(B), and one-time extensions to major and minor environmental and design review permit approvals. When, in the opinion of the zoning administrator, an applicant or a member of the public, any matter set forth in Section 14.25.040(B) does not meet the applicable review criteria set forth in Section 14.25.050, the application shall be forwarded to the design review ~~board~~ advisory committee for its recommendation. Requests for referral to the design review ~~board~~ advisory committee made by an applicant or member of the public must be made in writing within the public review period and prior to the conclusion of the zoning administrator's public hearing, and must set forth specific reasons why it is believed that the proposed design does not meet the applicable review criteria.

14.25.030 - Application.

A. Initial Consultation. An initial consultation may be initiated by requesting an appointment with the community development director or a designated representative. Sketches of the design of a proposed structure or alteration should be submitted for informal staff review so that an applicant may be informed of the city's environmental and design review ~~board~~ policies prior to preparing detailed drawings.

B. Conceptual Review Required. The applicant of a development subject to major environmental and design review shall submit an application for conceptual review by the design review ~~board~~ advisory committee. Conceptual review focuses on the conceptual design approach and gives both the design review ~~board~~ advisory committee and the applicant the opportunity to work together to achieve a quality design by providing an opportunity for the ~~board~~ advisory committee to identify and discuss relevant issues and indicate the appropriateness of the design approach. Submittal materials shall include a site plan, floor plans and building elevations with sufficient detail to convey the proposed design direction. The applicant's presentation should have a level of detail adequate to show the architect's analysis of the problem and to explain the proposed design solution. Conceptual review is optional for development subject to minor environmental design review.

14.25.060 - Public notice and hearing.

A. Major Environmental and Design Review Permit.

1. The planning commission shall hold a public hearing on an application for a major environmental and design review permit.
2. Notice of ~~design review board meetings and~~ planning commission hearings shall be given consistent with [Chapter 14.29](#), Public Notice.

B. Minor Environmental and Design Review Permit.

1. The zoning administrator shall hold a public hearing on an application for minor environmental and design review permit.
2. Notice of ~~design review board meetings and~~ zoning administrator hearings shall be given consistent with [Chapter 14.29](#), Public Notice.

C. Administrative Environmental and Design Review Permit. Public notice and hearing are not required for issuance of an administrative environmental and design review permit, except for development subject to Sections [14.14.030](#) and [14.25.040\(C\)\(19\)](#), modifications to properties in the EA overlay district, which shall comply with the notice provisions in [Chapter 14.29](#) of this title.

14.25.070 - Design review ~~board~~ advisory committee.

A. Purpose and Authority. The design review ~~board~~ advisory committee shall serve as an advisory body to the city for the purpose of reviewing ~~and formulating recommendations on~~ all major physical improvements requiring environmental and design review permits and on other design matters, including minor physical improvements or administrative design permits, referred to the design review advisory committee ~~board~~ by the community development director, planning commission or city council. The design review ~~board~~ advisory committee shall provide professional design analysis, ~~evaluation and judgment~~ as to the completeness, competence and appropriateness of development proposals for their use and setting ~~and to recommend approval, approval with conditions, redesign or denial based on design standards adopted by the city council.~~

B. Membership of the Design Review ~~Board~~ Advisory Committee. The design review ~~board~~ advisory committee shall consist of a total of ~~five (5)~~ two (2) regular members and may include one alternate member appointed by the city council. The design review ~~board~~ advisory committee shall be qualified as follows:

1. At least ~~two (2)~~ one (1) members shall be licensed architects or licensed building designers;
2. At least one member shall be a licensed landscape architect;
3. ~~At least one of the five (5) members shall have background or experience in urban design;~~
4. The alternate member may have qualifications in any of the above fields of expertise; and
5. All ~~board~~ advisory committee members shall reside in the city of San Rafael; ~~and~~
6. ~~In addition to the five (5) council-appointed board members and one alternate member, one planning commissioner shall attend board meetings. This liaison planning~~

~~commissioner shall be appointed by the commission chairperson. An additional commissioner shall be appointed to serve as an "alternate liaison" in case of absence. The planning commission liaison should be present at all design review board meetings to offer advice and direction to the board on matters of commission concern.~~

C. Alternate Member. The alternate member may temporarily fill a vacancy created when a regular member: (1) leaves office prior to completion of the member's term; (2) cannot attend a meeting; or (3) cannot participate on a particular matter due to a conflict of interest.

D. Term of Office. The term of office for each design review board advisory committee member shall be four (4) years. ~~Of the members of the board first appointed, one shall be appointed for the term of one year; one for the term of two (2) years; one for the term of three (3) years; and two (2) for the term of four (4) years. The term of office for the alternate board member shall be four (4) years concurrent with the term of the chairperson.~~

E. Removal or Vacancy of Membership. Any member of the board advisory committee or the alternate member can be removed at any time by a majority vote by the city council. A vacancy shall be filled in the same manner as the original appointment. The person appointed to fill a vacancy shall serve for the remainder of the unexpired term.

F. Meetings. At least one (1) regular design review board advisory committee meeting shall be held each month on a date selected by the advisory committee board, unless there is no business to conduct. The design review board advisory committee may adopt and amend as necessary, Rules of Order ensuring efficient and responsive board meetings.

G. Quorum. ~~Three (3)~~ two (2) of the members of the board advisory committee, either regular members or ~~two (2)~~ one (1) regular members and the alternate board member, shall be required to constitute a quorum for the transaction of the business of the board advisory committee and the affirmation vote of a majority of those present is required to take any action.

H. Compensation of the Design Review Board Advisory Committee. All members of the board advisory committee shall serve as such without compensation.

I. The design review board advisory committee may adopt, and amend as necessary, Rules of Order to ensure efficient and responsive board advisory committee meetings.

EXHIBIT C: Proposed SRMC Amendments to 14.12.040 - Exceptions to property development standards.

Deletions are shown as ~~strikethroughs~~

Additions are shown underlined

14.12.040 - Exceptions to property development standards.

~~City Council~~ Planning Commission Exception Required. Exceptions to the property development standards of this chapter may be approved by the ~~city council~~ planning commission, ~~upon the recommendation of the design review board and the planning commission,~~ when the applicant has demonstrated that alternative design concepts carry out the objectives of this chapter and are consistent with the general plan based on the following criteria:

A. The project design alternative meets the stated objectives of the hillside design guidelines to preserve the inherent characteristics of hillside sites, display sensitivity to the natural hillside setting and compatibility with nearby hillside neighborhoods, and maintain a strong relationship to the natural setting; and

B. Alternative design solutions which minimize grading, retain more of the project site in its natural state, minimize visual impacts, protect significant trees, or protect natural resources result in a demonstrably superior project with greater sensitivity to the natural setting and compatibility with and sensitivity to nearby structures.

EXHIBIT D. Proposed SRMC Amendments to 14.16.190 - Height bonus

Deletions are shown as ~~strikethroughs~~

Additions are shown underlined

14.16.190 - Height bonus.

- A. Downtown Height Bonuses. A height bonus may be granted by a use permit approved by the planning commission in the following downtown zoning districts. No more than one height bonus may be granted for a project.
1. In the Fourth Street retail core, a twelve-foot (12') height bonus for any of the following:
 - a. Affordable housing, consistent with Section 14.16.030 (Affordable housing);
 - b. Public courtyards, plazas and/or passageways, with the recommendation of the design review board that the public improvements are consistent with downtown design guidelines;
 - c. Public parking, providing it is not facing Fourth Street and it is consistent with the downtown design guidelines.
 2. In the Lindaro district, on lots south of Second Street and fronting Lindaro Street, a twenty-four-foot (24') height bonus for any of the following:
 - a. Park area adjacent to Mahon Creek, accessible to the public and maintained by the property owner;
 - b. Community facility, ten thousand (10,000) square feet or more in size. The facility must be available to the public for cultural and community events, and maintained and operated by the property owner.
 3. In the Second/Third mixed use east district, a twelve-foot (12') height bonus for any of the following:
 - a. Affordable housing, consistent with Section 14.16.030 (Affordable housing);
 - b. Public parking, providing it is consistent with the downtown design guidelines;
 - c. Skywalks over Second or Third Streets, with the approval of the traffic engineer, and the recommendation of the design review board;
 - d. Mid-block passageways between Fourth Street and parking lots on Third Street, with the recommendation of the design review board that the design is attractive and safe.
 4. In the West End Village, a six-foot (6') height bonus for any of the following:
 - a. Affordable housing, consistent with Section 14.16.030 (Affordable housing);
 - b. Public parking, providing it is consistent with the downtown design guidelines;
 - c. Public passageways, with the recommendation of the design review board that the public passageway serves an important public purpose and is attractive and safe.
 5. In the Second/Third mixed use west district, on lots located on the north side of Third Street and east of C Street, an eighteen-foot (18') height bonus for the following:
 - a. Public parking, providing it is consistent with the downtown design guidelines.

- B. Lincoln Avenue Height Bonus. A twelve-foot (12') height bonus may be granted for affordable housing on Lincoln Avenue between Mission Avenue and Hammondale Ct., on lots greater than one hundred fifty (150') in width and twenty thousand (20,000) square feet in size, consistent with Section 14.16.030, (Affordable housing).
- C. ~~Marine~~-Marin Square Height Bonus. A twenty-four-foot (24') height bonus may be granted for affordable housing at the Marin Square and Gary Place properties, consistent with Section 14.16.030 (Affordable housing).
- D. North San Rafael Town Center Height Bonus. A twenty-four-foot (24') height bonus may be granted for affordable housing in the North San Rafael Town Center, consistent with Section 14.16.030 (Affordable housing).
- E. Hotel Height Bonus. A height bonus of twelve feet (12') may be granted for a hotel provided the planning commission finds that the hotel will be a significant community benefit and the design is consistent with design review board recommendations.
- F. Residential Development projects that make 100% of the total units available to lower income households, and such development project is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, the applicant shall be eligible for a height increase of up to 33 feet.

EXHIBIT E. Proposed SRMC Amendments to 14.16.300 & 14.04.040- Small Lots

Deletions are shown as ~~strikethroughs~~

Additions are shown underlined

14.16.300 - Small lots.

Development of small lots shall be permitted in accordance with all the requirements of the district. Such development shall be considered conforming with the following additional limits in residential districts:

- A. ~~Vacant small lots less than five thousand (5,000) square feet in size shall be developed with only one unit in accordance with all the requirements of the district, and no additional units shall be added to developed small lots less than five thousand (5,000) square feet in size. Small downtown lots are exempt from this section; they shall be developed in accordance with all the requirements of the district.~~
- B. No small lot shall be further reduced in area or width, except as required for public improvements.
- C. Small lots which are contiguously owned are subject to the merger provisions of the State Subdivision Map Act.
- D. This section does not apply to the PD district.

14.04.040 - Property development standards (DR, MR, HR).

This section includes Table 14.04.040 which outlines the required development standards and special provisions identified as footnotes. In line with the amendments to section 14.16.300 the footnotes in this section would amended as follows:

- (A) ~~Outside of downtown, only one unit is permitted, and no additional units are permitted, on lots less than five thousand (5,000) square feet, per Section 14.16.300 (Small lots).~~
- (B) The minimum lot area for a boarding house is five hundred (500) square feet per guest room.
- (C) A density bonus may be granted, as provided for in Section 14.16.030 (Density bonus).
- (D) Where two (2) or more lots in a block have been improved with buildings, the minimum required shall be standard, or the average of improved lots on both sides of the street for the length of the block, whichever is less.
- (E) Where there is a driveway perpendicular to the street, any garage built after January 1, 1991, shall be set back twenty feet (20').
- (F) Parking and maneuvering areas, excluding access driveways, shall be prohibited in all required yards, per Section 14.18.200 (Location of parking and maneuvering areas) of this title.
- (G) In the DR and MR district, on a reverse corner lot, the rear twenty feet (20') of the street side shall have a fifteen-foot setback.
- (H) In the MR or HR districts, where development is adjacent to a single-family district, the rear yard setback shall be ten feet (10').

- (I) In order to provide adequate privacy and sunlight, additional separation may be required through design review.
 - (J) The height limit in the Latham Street neighborhood ranges from thirty feet (30') to thirty-six feet (36'). See the downtown height map for lot-specific information.
 - (K) A height bonus may be granted, as provided for in Section 14.16.190 (Height bonus).
 - (L) Private yard areas shall have a minimum dimension of six feet (6'). In the HR districts, common indoor area suitable for recreational uses may be counted toward the usable outdoor area requirement.
 - (M) Where a driveway is located in a side yard, a minimum of three feet (3') of buffer landscaping shall be provided between the driveway and side property line. The required rear yard shall be landscaped to provide a buffer.
- (N) Setback distances apply to areas that provide a primary pedestrian access only. benefit and the design is consistent with design review board recommendations.

EXHIBIT F. Proposed SRMC Amendments 14.28.040- Appeals

Deletions are shown as ~~strikethroughs~~

Additions are shown underlined

14.28.040 - ~~Public notice and hearing~~ Scheduling and noticing for a public hearing.

A. Public hearing required. The planning commission or city council, as the case may be, shall hold a public hearing on an appeal. At the public hearing, the appellate body shall review the record of the decision and hear testimony of the appellant, the applicant, and any other interested party.

B. Public hearing scheduled. Following the timely filing of an appeal, said appeal shall be scheduled for the next available planning commission or city council meeting, as the case may be, and allowing sufficient time for giving notice pursuant to subsection (C) of this section and State law.

C. Public hearing N~~notice~~. Notice of a ~~public hearings~~ shall be given in the manner required for the decision being appealed, as set forth in SRMC Section 14.29.020.

Exhibit G- "Strawman" Draft Proposal of the Inclusionary Housing Policy

Inclusionary Housing Requirements		Rental		For Sale		
	2-10 Units	11-20 Units	21+ Units	2-10 Units	11-20 Units	21+ Units
Existing Requirement	10% BMR Minimum 50% of BMR units affordable to Very Low Income households; remainder affordable to Low Income households	15% BMR Minimum 50% of BMR units affordable to Very Low Income households; remainder affordable to Low Income households	20% BMR Minimum 50% of BMR units affordable to Very Low Income households; remainder affordable to Low Income households	10% BMR Minimum 50% of BMR units affordable to Low Income households; remainder affordable to Moderate Income households.	15% BMR Minimum 50% of BMR units affordable to Low Income households; remainder affordable to Moderate Income households.	20% BMR Minimum 50% of BMR units affordable to Low Income households; remainder affordable to Moderate Income households.
Proposed New Inclusionary Requirement						
Baseline Requirement (All Projects)	10% Low-Income In-lieu fee for fractional unit up to 0.5 Units, after 0.5 units they must provide one on-site unit	5% Moderate Income 5% Very Low Income Must provide at least one unit in each income category	5% Moderate Income 5% Very Low Income Must provide at least one unit in each income category	10% Low-Income In-lieu fee for fractional unit up to 0.5 Units, after 0.5 units they must provide one on-site unit	5% Moderate Income 5% Low Income Must provide at least one unit in each income category	5% Moderate Income 5% Low Income Must provide at least one unit in each income category
Additional Requirement (Must choose one option below in addition to the Baseline Requirement)	5% Extremely Low Income, must provide at least one unit or 10% Low Income, must provide at least one unit		5% Extremely Low Income, must provide at least one unit or 10% Half Very Low Income & Half Low Income, must round up for fractional units but rounded unit can be in the higher income category.		5% Low Income, must provide at least one unit or 10% Half Low Income & Half Moderate Income, must round up for fractional units but rounded unit can be in the higher income category.	
Option 1) On-site	No Requirement	10% for Moderate Income, must round up for fractional units or 15% Low Income	10% Half Very Low Income & Half Low Income, must round up for fractional units but rounded unit can be in the higher income category. or 15% Low Income	No Requirement	10% for Moderate Income, must round up for fractional units or 15% Low Income	10% Half Low Income & Half Moderate Income, must round up for fractional units but rounded unit can be in the higher income category. or 15% Moderate Income
Option 2) Offsite	No Requirement	20% Moderate Income		No Requirement	20% Moderate Income	
		* Must be within 1/2 mile of project * Must have same economic benefit * Requires Director approval			* Must be within 1/2 mile of project * Must have same economic benefit * Requires Director approval	
		* Must be developable * Must have same economic benefit * Requires Director approval			* Must be developable * Must have same economic benefit * Requires Director approval	
Option 3) Land Conveyance	No Requirement	* Must have same economic benefit * Requires Director approval * Payment equal to 10% of Total units		No Requirement	* Must have same economic benefit * Requires Director approval * Payment equal to 10% of Total units	
Option 4) In-Lieu Payment	Allowed for Fractional Units	Allowed for all fractional units		Allowed for Fractional Units	Allowed for all fractional units	

* Extremely Low Income- 30% AMI or lower, Very Low Income- 50% AMI or lower, Low Income- 80% AMI or lower, Moderate Income- 50% AMI or Lower