



Agenda Item No: 4.c
Meeting Date: May 20, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: COMMUNITY & ECONOMIC DEVELOPMENT

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City Manager Approval: 

TOPIC: CITY-OWNED PROPERTY AS EXEMPT SURPLUS LAND, AND AFFORDABLE HOUSING DEVELOPMENT EXCLUSIVE NEGOTIATING AGREEMENT FOR CITY PROPERTY

SUBJECT: RESOLUTION DETERMINING AND DECLARING THE CITY-OWNED SITE LOCATED AT 519 4TH STREET (APN 014-123-06) TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(A), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT WITH ABODE HOUSING DEVELOPMENT

RECOMMENDATION:
Adopt the resolution.

BACKGROUND:
On December 8, 2023, the City issued a Request for Proposals (RFP) for the development of the city-owned property at 519 4th Street (Attachment 3). The property, APN 014-123-06, comprises 0.304 acres (13,278 square feet) and is located on the south side of 4th Street, between Irwin Street and Grand Avenue. The property was acquired by the San Rafael Redevelopment Agency in 1983. It is developed with an L-shaped commercial building and parking lot utilized by the City for police and fire department storage.

The State of California's Surplus Land Act (SLA) requires cities to identify surplus land and prioritize its use for affordable housing development. Following specific procedures outlined in the SLA, cities must offer this surplus land to affordable housing developers before considering selling or leasing it for other purposes.

Housing developments may be exempt from certain provisions of California's SLA if they meet specific criteria, such as having at least 25% of units designated for lower-income households. This exemption

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

facilitates the development of affordable housing on surplus land without additional procedural requirements. The City’s 519 4th Street property represents an opportunity to develop affordable housing on a City property via such an exemption under section 54221(f)(1)(A) of the SLA (Government Code sections 54220-54234). Under Government Code Section 54221(f)(1)(A), surplus land that is transferred pursuant to Government Code Section 37364 for development as affordable housing qualifies as “exempt surplus land”. Government Code Section 37364 authorizes local agencies to sell, lease, or otherwise dispose of real property to provide housing affordable to persons and families of low- or moderate-income the developer commits to (i) utilize at least 80% of the land area of the site for development of housing; (ii) cause not less than 40% of the units to be developed to be affordable to households whose incomes are equal to, or less than, 60% of the area median income for Marin County, adjusted for family size (AMI); and (iii) cause at least half of the units described in clause (ii) to be affordable to households whose incomes are equal to, or less than, 50% of AMI.

ANALYSIS:

Request for Proposals (RFP) Process

The process outlined below was published with the RFP on December 8, 2023.

Timeline

Announcement	December 8, 2023
Virtual Developer Workshop	December 20, 2023, 3:00-4:00 PM
Deadline for emailed questions for City response	January 8, 2024; City responses by January 12, 2024
Responses Due	January 24, 2024 by 5:00 PM
Evaluation	January 25 - 31, 2024
Developer Team Interview(s) (if applicable)	February 6 - 13, 2024 (<i>February 9, 2024 actual</i>)
Authorization by the City Council	March 2024

Three developer teams responded to the RFP. Each application was evaluated based on the development team’s stated project vision, target population, organizational experience and capacity, and financial proposal.

As a result of this process, staff recommend proceeding with Abode Housing Development (“Abode”) for exclusive negotiations.

The Abode project proposes 56 units total, with 53 one-bedrooms and 3 two-bedrooms. 50% of these (28 units) would be reserved for supportive housing for formerly homeless residents. 29 units would be restricted at 20-30% AMI, 14 units at 50% AMI, and 12 units at 60% AMI. Abode proposes to develop the project using Low-Income Housing Tax Credits, regional and state affordable housing bond dollars, and will provide property management and on-site social services. Given the affordability levels of the proposed project, the project would qualify for the SLA exemptions described in the background section of this staff report.

Staff recommends proceeding with Abode for the following reasons.

1. Abode’s proposal most directly addresses the City Council’s goal of ending homelessness, especially for the chronically homeless population staying in encampments, providing the largest number of deeply affordable units of permanent supportive housing.
2. Compared to the competing proposals for designated senior housing (aged 62+), Abode’s proposal more directly serves the population experiencing homelessness in San Rafael.

Homelessness among older adults is a serious issue, and age is a prioritization factor for permanent supportive housing (PSH) units in the community. However, the greater number of PSH units in the Abode proposal, without an age restriction, maximizes the project's benefit for addressing homelessness as it is experienced in San Rafael.

3. Abode's proposal provides the necessary components of successful permanent supportive housing, including robust onsite case management services, thereby providing a greater likelihood of success in housing high-acuity and challenging residents. Although all three proposals called out the need for additional social services and operating subsidies, Abode shows the largest budget and staffing for clinical services (1.2 FTE onsite) in its proposal proforma.

As an affordable housing developer, Abode's mission is to end homelessness by assisting low-income, un-housed people, including those with special needs, to secure stable, supportive housing; and to be advocates for the removal of the causes of homelessness. Abode was founded in Alameda County in 1989 and has since expanded its impact throughout the Bay Area, serving more than 15,000 people each year in Alameda, Santa Clara, San Francisco, Santa Cruz, San Mateo, Napa, and Solano counties.

Next Steps

Staff recommends the City enter into an Exclusive Negotiating Agreement (ENA) with Abode in substantially the form attached (Attachment 2), subject to minor conforming changes as approved by the City Attorney. The ENA provides a commitment between the City and Abode Housing Development to exclusively negotiate terms and conditions of a Disposition and Development Agreement (DDA) over a 12-month period split into two phases: a 6-month preliminary stage during which the parties will focus on term sheet negotiations, followed by a 6-month DDA stage during which the parties will, assuming they have reached agreement on a term sheet, negotiate and draft a comprehensive DDA consistent with the term sheet. The ENA allows for up to 120 days of administrative extensions of the negotiating period. This arrangement allows for focused discussions on terms without external interference, ultimately aiming to streamline the negotiation process.

Staff would return to the City Council to seek approval of any proposed DDA, which would determine the land disposition, specifically if the property is leased or sold to the developer. The property value will be appraised as part of the due diligence process.

Adobe would be responsible for all project development and permitting processes and project financing. The City can anticipate that the value of the property will leverage additional state and federal affordable housing development funds and leverage potentially greater long-term operating subsidy and social services commitments.

COMMUNITY OUTREACH:

Upon release of the RFP, staff posted the RFP on the City's website and emailed it to organizations on two developer lists: Marin County Community Development Agency's list of developer contacts (39 contacts), and a City staff-generated list (61 contacts). Staff presented and answered questions at the December 20th developer workshop and responded publicly to emailed questions on January 12th as described in the timetable above.

FISCAL IMPACT:

The fiscal impact to the City for predevelopment expenses related to the housing project are estimated to be approximately \$70,000 in legal fees, title and transaction expenses, background documentation, and consultants.

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In FY 2023-24, \$20,000 is available from Community and Economic Development Department's budget and to support expenditures in the current fiscal year. An additional \$50,000 in funding to support predevelopment expenses is incorporated in the FY 2024-25 budget.

OPTIONS:

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

1. Adopt the resolution.
2. Direct staff to return with more information.
3. Take no action.

RECOMMENDED ACTION:

Adopt the resolution (Attachment 1) determining that the property at 519 4th Street is exempt surplus land under the Surplus Land Act and authorizes the City Manager to enter into an Exclusive Negotiating Agreement (ENA) with nonprofit housing developer Abode Housing Development, for the development of the property.

ATTACHMENTS:

1. Resolution
2. Exclusive Negotiating Agreement
3. Request for Proposals for the Development of New Affordable Housing, 519 4th Street

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DETERMINING AND DECLARING THE CITY-OWNED SITE LOCATED AT 519 4TH STREET (APN 014-123-06) TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(A), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT WITH ABODE HOUSING DEVELOPMENT

WHEREAS, the City of San Rafael (the “City”) is the owner of that certain real property within the City limits at 519 4th Street, consisting of approximately 0.304 acre, designated as APN 014-123-06 (the “Property”); and

WHEREAS, the Property is located within the Downtown San Rafael Precise Plan Area and is currently improved with a commercial building used as storage for the City’s police and fire departments; and

WHEREAS, on December 8, 2023, the City issued a Request for Proposals (“RFP”) seeking a developer to develop an affordable housing project on at least eighty percent (80%) of the Property. The RFP was distributed to private developers as well as housing sponsors (as defined in Health and Safety Code Section 50074) that have notified the California Department of Housing and Community Development of their interest in surplus land; and

WHEREAS, City received three (3) proposals, one of which was submitted by Abode Housing Development, a California nonprofit public benefit corporation (“Abode”); and

WHEREAS, Abode’s proposal contemplates development of the Property exclusively with affordable housing units, half of which will be affordable to households with incomes that do not exceed 60% of the area median income (“AMI”) and half of which will be available to persons experiencing homelessness or to very low income households (households with incomes less than 50% of AMI) (the “Project”); and

WHEREAS, City staff has reviewed the proposals, interviewed the three (3) respondents, determined that Abode has demonstrated the highest level of skill, experience, and financial capacity and that Abode’s proposed Project would best advance City’s goals for development of the Property; and

WHEREAS, the Surplus Land Act (Government Code Section 54220 *et. seq.*) (“Act”) requires local agencies, including charter cities, to follow certain procedures to dispose of “surplus land” or declare land to be “exempt surplus land” at a regular public meeting prior to disposition; and

WHEREAS, pursuant to Government Code Section 54221(f)(1)(A), surplus land that is transferred pursuant to Government Code Section 37364 for development as affordable housing qualifies as “exempt surplus land”; and

WHEREAS, Government Code Section 37364 authorizes local agencies to sell, lease, or otherwise dispose of real property to provide housing affordable to persons and families of low- or moderate-income provided that (i) at least 80% of the area of the property will be used for development of housing, and (ii) at least 40% of the housing units developed on the property will be affordable to households whose income is not greater than 60% of AMI (75% of the upper limit for “lower income households”), of which at least one-half will be affordable to households of very low-income (50% AMI); and

WHEREAS, City desires to enter into an Exclusive Negotiating Agreement, in substantially the form included in the staff report accompanying this resolution (“ENA”) with Abode for the purpose of negotiating the terms of a proposed Disposition and Development Agreement (“DDA”) and affordable housing covenant (“Affordable Housing Covenant”) for the Property and the Project, conducting predevelopment site analysis and project scoping, and determining a preliminary site plan for the Project; and

WHEREAS, a DDA, if approved by the City Council and entered into by the parties, will require the Property to be developed and operated for residential uses consistent with the affordability requirements set forth in Government Code Section 37364.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael that:

1. The City Council adopts the recitals set forth above as findings of fact.
2. The City Council has determined, and hereby affirms, that a DDA, if approved by the City Council and entered into by the parties, will require recordation of an Affordable Housing Covenant ensuring that the Property will be developed for and used to provide affordable housing, including housing affordable to persons and families of low- and very low-income in a manner consistent with the affordability requirements set forth in Government Code Section 37364, that this use is in the City’s and community’s best interests, and that development of the Property and the Project in accordance with requirements to be set forth in a DDA and an Affordable Housing Covenant will satisfy the requirements of Government Code Section 37364.
3. The City Council further makes the following findings, pursuant to Government Code Section 37364:

- a. As will be more particularly set forth in the proposed DDA, (i) not less than 80% of the Property will be required to be developed for housing, and (ii) within the Project overall, at least 40% of any housing units developed on the Property will be affordable to households whose income is not greater than 60% AMI (75% of the upper limit for “lower income households”), of which at least one-half will be affordable to households of very low-income (50% AMI).
 - b. The proposed DDA will require recordation of a separate Affordable Housing Covenant with a term of not less than 55 years against the Property, to ensure the affordable residential units within the Project are restricted for occupancy at affordable rents by eligible households with household incomes consistent with the requirements of Government Code Section 37364.
4. Based upon the foregoing, the City Council hereby determines and declares the Property to be exempt surplus land under Government Code Section 54221(f)(1)(A) as property proposed to be transferred pursuant to Government Code Section 37364. The City Council further hereby directs City staff to send a notification to HCD that the City Council has declared the Property exempt surplus land by this resolution.
 5. The City hereby authorizes the City Manager to enter into an ENA with Abode in substantially the form attached to the staff report, subject to minor conforming changes as 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 City Council of said City held on Monday the 20th day of May 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:
 NOES: COUNCILMEMBERS:
 ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (“**Agreement**”) dated for reference purposes as of _____ 2024 (“**Effective Date**”), is entered into by and between the City of San Rafael, a municipal corporation (“**City**”), and Abode Housing Development, a California nonprofit public benefit corporation (“**Developer**”). City and Developer are sometimes referred to individually herein as a “**Party**”, and collectively as the “**Parties**”.

R E C I T A L S:

A. City owns that certain real property designated as Assessor Parcel Number 014-123-06 (“**Property**”) as depicted on the “**Site Map**” attached hereto as Exhibit A. The Property is improved with a commercial building currently used as storage for the City’s police and fire departments.

B. On December 8, 2023, the City issued a Request for Proposals (“RFP”) seeking a developer to develop an affordable housing project on at least eighty percent (80%) of the Property. The RFP was distributed to private developers as well as housing sponsors (as defined in Health and Safety Code Section 50074) that have notified the California Department of Housing and Community Development of their interest in surplus land.

C. City received three (3) proposals, including Developer’s which contemplates development of the Property as a residential development consisting entirely of affordable housing units, half of which will be affordable to households with incomes that do not exceed 60% of the area median income (“**AMI**”) and half of which will be available to persons experiencing homelessness or to very low income households, which are defined as households with incomes less than 50% of AMI (the “**Project**”).

D. On _____, 2024, the City Council of City by Resolution No. _____, selected Developer as City’s preferred developer and directed the City Manager to enter into an exclusive negotiating agreement with Developer.

E. City and Developer now desire to enter into this Agreement setting forth the terms under which City and Developer will diligently and in good faith endeavor to accomplish the following: (1) during a Preliminary Stage (defined below) of negotiations, for Developer to (i) conduct certain due diligence and site planning work, including environmental investigations, to determine whether the proposed Project is feasible from a financial, design and operational perspective, and (ii) attempt to agree upon a Term Sheet with City setting forth the key terms of a Disposition and Development Agreement (“**DDA**”) (defined below) with respect to the Property and proposed Project; and (2) if, and only if, the Parties memorialize their successful completion of the Preliminary Stage of the negotiations via a Preliminary Stage Feasibility Confirmation, the Parties will proceed to a DDA Stage of negotiations during which the Parties would negotiate and draft a comprehensive DDA setting forth the terms under which City would transfer the Property to Developer and Developer would develop the proposed Project on the Property and Developer and its successors and assigns, at its and their expense, would agree to operate the Project and rent the residential units therein to income eligible households at affordable rents in accordance with terms to be set forth in the DDA and a recorded Affordable Housing Covenant.

A G R E E M E N T

City and Developer agree as follows:

1. NEGOTIATION PERIOD.

1.1 Good Faith Negotiations. City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth in Section 1.2 below, to negotiate diligently and in good faith and endeavor to perform the tasks and due diligence necessary for successful completion of the Preliminary Stage, and if the Preliminary Stage conditions are satisfied, for the Parties to endeavor to complete the DDA Stage tasks which, if successfully concluded, would culminate in presentation of a comprehensive DDA to the City Council for its consideration and potential approval. City agrees, for the Negotiation Period, not to negotiate with, solicit offers or proposals regarding, or respond to inquiries from (other than to notify the inquiring party, person or entity that City is subject to an agreement to negotiate exclusively), any other person or entity regarding the conveyance of the Property and/or the development of the Property or any portion thereof. A DDA resulting from the negotiations hereunder shall become effective only if and after such DDA has been considered and approved by the City Council at a duly noticed public meeting called for such purpose. If a DDA is executed by City and Developer, the DDA shall thereafter govern the rights and obligations of the Parties.

1.2 Negotiation Period Stages and Duration.

a. The negotiations shall be conducted in two stages, the combined duration of which shall not exceed twelve (12) months, plus extensions, if any, as provided in subsection (b) below (“**Negotiation Period**”). The “**Preliminary Stage**” of the Negotiation Period shall commence on the Effective Date and expire six (6) months thereafter, subject to potential extension as provided in subsection (b) below, or on the date the Parties execute a Preliminary Stage Feasibility Confirmation (defined below) whichever is earlier. During the Preliminary Stage, the Parties shall work together in good faith to (i) enable Developer, at its expense, to assess whether the proposed Project is feasible from a technical, financial, and operational perspective, and develop a preliminary site plan for the Project; and (ii) negotiate a proposed DDA Term Sheet (defined below). If, on or before expiration of the Preliminary Stage, either Party determines in its sole and absolute discretion that the proposed Project is impractical or infeasible or otherwise does not meet its needs and objectives, or if either Party determines that the key terms of a DDA Term Sheet as proposed by the other Party are unacceptable to such Party, then the Party making such determination may terminate this Agreement by written notice to the other Party. If, however, on or before expiration of the Preliminary Stage each Party determines in its sole and absolute discretion that the proposed Project appears to be feasible and is likely to meet such Party’s needs and objectives and that the DDA Term Sheet is acceptable to such Party, then the Parties shall memorialize the achievement of such milestones in writing (“**Preliminary Stage Feasibility Confirmation**”) and, in such event, the Parties shall proceed to the DDA Stage (defined below) of the Negotiation Period. If the Parties have not executed a Preliminary Stage Feasibility Confirmation by the expiration of the Preliminary Stage (as it may be extended as provided for in subsection (b) below), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except for those obligations which by their terms survive expiration or termination hereof. The “**DDA Stage**” of

the Negotiation Period shall commence, if at all, on the effective date of the Preliminary Stage Feasibility Confirmation and expire six (6) months thereafter, subject to potential extension as provided in subsection (b) below. During the DDA Stage, the Parties will endeavor to negotiate and draft a comprehensive DDA, including an Affordable Housing Covenant, and undertake the other DDA Stage tasks described in the Schedule of Performance attached hereto as Exhibit B.

b. Extensions. The Preliminary Stage and/or DDA Stage of the Negotiation Period may each be extended from time to time if the City Manager determines in his or her sole discretion that the Parties have made substantial progress toward meeting the performance milestones identified in this Agreement and in the Schedule of Performance to merit such extension. However, the cumulative total of all such extensions granted by the City Manager shall not exceed one hundred and twenty (120) days.

2. Negotiation Period Tasks and Milestones

2.1 Preliminary Stage Tasks. During the Preliminary Stage of the Negotiation Period, Developer and City will undertake the tasks set forth in the Schedule of Performance attached hereto as Exhibit B, including endeavoring to negotiate and draft a mutually acceptable term sheet (“**Term Sheet**”) setting forth the key terms for inclusion in the proposed DDA. The Term Sheet will address, among other things, the following:

- a. Transfer value of the Property and the existing improvements thereon based on an appraisal methodology agreeable to the Parties;
- b. Transfer method (e.g. ground lease or fee transfer);
- c. Details of the proposed Project land use and operational characteristics, generally consisting of affordable housing units, which may potentially include permanent supportive housing for persons experiencing homelessness;
- d. Details of the proposed Project structures, in plan and elevation, along with conceptual renderings;
- e. Agreed-upon timelines for entitlements and documentation necessary for commencement of construction;
- f. Conditions precedent for close of escrow, including identification of all land use approvals, building permits, and construction contracts with a general contractor that Developer will have to obtain;
- g. Financing details, including any debt and equity financing that Developer may have to obtain, and appropriate evidence of debt and equity commitments that Developer will need to provide to City’s financial consultant prior to City’s consideration of a DDA for approval and prior to closing;
- h. City remedies, including reverter rights, if Developer fails to timely commence or complete construction of the proposed Project by specified dates;

i. The terms of the affordable housing covenant to be recorded against the Property, including the City’s remedies if Developer or its successors or assigns fails to continuously operate and maintain the Project as affordable rental housing following initial construction thereof;

j. Outline of the City entitlement process to be administered and processed separately from the DDA, the costs of which will be borne exclusively by Developer;

k. Developer’s review of a title report for the Property, to be obtained by Developer from a mutually agreeable title company, and resolution of any title objections; and

l. Developer’s due diligence investigations of the Property.

2.2 DDA Stage. If the Parties proceed to the DDA Stage of the Negotiation Period, then City and Developer, in addition to undertaking the other DDA Stage tasks as set forth in the Schedule of Performance, will endeavor to negotiate and draft a mutually acceptable DDA, including ancillary agreements, to be considered for approval by the City Council prior to expiration of the Negotiation Period.

3. Costs Associated With the Negotiation Period Tasks. Developer shall be solely responsible for the costs associated with preparing site plans, drawings, plans, or other graphic materials; conducting project financial feasibility analysis; obtaining a title report; undertaking physical and environmental investigations of the Property and improvements thereon, including an updated Phase 1 report (and, if recommended by the Phase 1, a Phase 2 report or other subsurface soil and/or ground water investigations); any CEQA analysis required for the proposed Project; and any and all land use entitlement and permitting costs. Except as otherwise provided above, each Party shall be responsible for bearing its own internal costs associated with the Negotiation Period including, without limitation, attorneys’ fees and staffing costs.

4. Right of Entry and City Materials.

4.1 Right of Entry. City shall provide Developer reasonable access to all portions of the Property and improvements thereon for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Property and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Property with the City’s prior approval and in exchange for appropriate Developer obligations to indemnify City and add City as an additional insured on Developer’s or Developer’s consultants insurance policies. Said right of access, and the associated insurance and indemnity requirements for invasive testing, shall be memorialized via an access agreement in a form reasonably acceptable to City.

4.2 City Materials. City will provide Developer the Phase 1 Environmental Site Assessment prepared by the ECA Group Environmental Consultants on August 23, 2023 and a title report for the Property and any other engineering, environmental reports and related data that Developer requests and that are in City’s possession, custody or control (collectively, “**City Materials**”). Any City Materials provided to Developer will be furnished without warranty of any kind and on the express condition that Developer will make its own independent verification

of the accuracy, reliability and completeness of such information as Developer deems appropriate, and that Developer will not rely on the City Materials.

5. DEVELOPER INVESTIGATIONS AND STUDIES. At no cost to City, Developer shall make available to City any reports prepared in connection with Developer's investigation, testing, or studies of the Property, including (i) all environmental reports, appraisals, geotechnical reports, surveys, marketing reports, lot studies and improvement plans; (ii) design concepts and draft land use and infrastructure plans and any other permits and approvals for any other land use entitlements; and (iii) any other relevant information or documentation relative to entitlement, approval or development of the Project ("**Third Party Materials**") by Developer or by any engineer, appraiser, or any other consultant retained by Developer or any of the Developer Parties as defined below (each, a "**Consultant**"). Once delivered to City, the Third Party Materials shall become the property of the City. At no cost to City, every report prepared by any Consultant performing an investigation or study of the Property shall name the City as an "intended user" or state that it was prepared for the City's use. Developer shall further include contractual language in all contracts with the Consultants producing such Third Party Materials by which those Consultants consent to future use of such Third Party Materials by City and its designees without payment by City or its designees. The provisions of this Section 5 shall survive the expiration or termination of this Agreement and shall apply whether or not the Parties proceed to the DDA Stage or enter into a DDA.

6. ADDITIONAL DEVELOPER RESPONSIBILITIES

6.1 Full Disclosure. Developer shall provide to City (a) the names of its principals, officers and/or those with managerial authority, joint venturers, negotiators, development managers, consultants and directly-involved managerial employees (collectively, "**Developer Parties**"); and (b) all other material information concerning Developer reasonably requested by City. Any material change in the identity of the Developer Parties shall be subject to the approval of City, which shall not be unreasonably withheld.

6.2 Project Cost and Revenue Documentation. Upon request by City, Developer shall provide City or its designees with development and operating assumptions related to Project costs and revenues by category, including detailed information regarding extraordinary Project costs of individual Project components and full disclosure regarding the potential methods of financing to be used in the acquisition of the Property and development of the proposed Project. Developer acknowledges that detailed information regarding such development and operating assumptions will be necessary in order for City and its financial consultants to evaluate the financial terms of the proposed DDA.

6.3 Progress Reports. Developer shall keep City advised as to the status of all work to be undertaken by or on behalf of Developer as described in the Schedule of Performance. Within ten (10) days following City's request, which may be made from time to time during the Negotiation Period, Developer shall submit to City a written progress report advising City on the status of all work being undertaken by or on behalf of Developer.

7. CITY’S RESPONSIBILITIES

7.1 City Assistance and Cooperation. City shall cooperate with Developer by providing full disclosure regarding City’s current actual knowledge of the existing condition of the Property or the improvements thereon. City shall share the City Materials with Developer.

8. GENERAL PROVISIONS

8.1 No Brokerage Fees. City shall not be liable for any real estate commission or brokerage fees which may arise from the proposed transfer of the Property or any portion thereof or interest therein. Developer represents and warrants to City that it has not engaged any broker, agent or finder in connection with the acquisition or development of the Property. Developer further agrees to indemnify, defend and hold City harmless from any claim by any other broker, agent or finder retained by, or alleged to have been retained by, Developer. Developer’s indemnity obligations under this Section 8.1 shall survive expiration or termination of this Agreement.

8.2 Notices. Any approval, disapproval, demand or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including personal delivery, or overnight courier, to the Party to whom the notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by notice.

To City: City of San Rafael
1400 Fifth Avenue, Room 203
San Rafael, CA 94901
Attention: Cristine Alilovich, City Manager

With copies to: City of San Rafael
1400 Fifth Avenue, Room 203
San Rafael, CA 94901
Attention: Robert Epstein, City Attorney

Burke, Williams & Sorensen, LLP
1999 Harrison Street, Suite 1650
Oakland, CA 94612-3520
Attention: Gerald J. Ramiza, Esq.

To Developer: _____

With a copy to: _____

Any notice shall be deemed received on the date of delivery if delivered by personal service, three (3) business days after mailing if sent by first class mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via overnight courier.

8.3 Limitations of this Agreement. By its execution of this Agreement, City is not committing itself to or agreeing to undertake: (i) disposition of the Property to Developer; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof. This Agreement does not constitute a disposition of property by City. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City as to any DDA, including affordable housing covenant, and all proceedings and decisions in connection therewith. In addition, nothing in this Agreement shall be construed to limit the application of CEQA to any DDA or the proposed Project or control the actions of City in meeting its CEQA obligations. In fulfilling its obligations under CEQA, City shall act independently, reserving full and complete discretion with respect to any such CEQA approvals without reference to this Agreement. City shall not be liable, in any respect, to Developer for its action or inaction in fulfilling its CEQA obligations. City will not consider the approval of any DDA or the proposed Project, unless and until it has fully reviewed and considered the environmental impacts in accordance with CEQA. City is not, and shall not be considered to be, obligated by this Agreement, or otherwise, to approve the proposed Project or any DDA, or any changes to the foregoing, or any other agreement. After CEQA review, City is not obligated, by this Agreement or otherwise, to adopt findings of overriding considerations for approval of or to take any other action in support of the proposed Project or any DDA or any changes to the foregoing, nor is City precluded from rejecting the DDA and/or proposed Project or from imposing mitigation measures as a condition of approval, which measures mitigate or avoid direct or indirect environmental effects of the proposed Project. If City rejects the DDA or proposed Project, this Agreement shall automatically terminate and, except for those obligations which by their terms survive termination hereof, neither Party shall have any further rights or obligations hereunder.

8.4 Integration. This Agreement contains the entire understanding between the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

8.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

8.6 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or

unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

8.7 No Assignment. The qualifications and identity of Developer are of particular concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Developer. Accordingly, except as otherwise expressly provided below, Developer may not transfer or assign any or all of its rights or obligations under this Agreement except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole absolute discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

8.8 Successors and Assigns. Subject to the limitations on assignment set forth in Section 8.7 above, this Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors and assigns.

8.9 Indemnity. Developer shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, elected officials, agents and representatives, harmless from, all third-party claims, demands, damages, defense costs or liability of any kind or nature arising directly or indirectly from the implementation of this Agreement, including any Property investigation and/or acquisition activities under Section 4 above, including damages to property or injuries to persons, accidental death, and reasonable attorneys' fees and costs, whether such activities or performance thereof be by Developer or its employees, agents, contractors or subcontractors and whether such damage shall accrue or be discovered before or after expiration or termination of this Agreement. Developer's indemnity obligations under this Section 8.9 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death, to the extent (i) occasioned by the sole negligence or willful misconduct of City or its officers, employees, elected officials, agents or representatives; or (ii) related to the discovery or disturbance by Developer or its contractors, subcontractors or agents during due diligence of any pre-existing hazardous materials or hazardous substances on the Property. Developer's obligations under this Section 8.9 shall survive the expiration or other termination of this Agreement.

8.10 Confidentiality. Any information provided by Developer to City, including financial statements, pro formas and other financial projections (whether in written, graphic, electronic or any other form), that is clearly marked as "CONFIDENTIAL / PROPRIETARY INFORMATION" ("**Confidential Information**") shall be subject to the provisions of this Section 8.10. Subject to the terms of this Section, City shall use good faith diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state or federal law (collectively, "**Public Disclosure Laws**"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed.

Developer acknowledges that City has not made any representations or warranties that any Confidential Information received from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City's legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, City shall notify Developer of City's intention to release the Confidential Information. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released. Developer further acknowledges that in connection with City Council's consideration of any DDA as contemplated by this Agreement, City will need to present a summary of Developer's financial projections, including anticipated costs of development, anticipated project revenues, and returns on cost and investment.

If any litigation is filed seeking to make public any Confidential Information, City and Developer shall cooperate in defending the litigation, and Developer shall pay City's reasonable out-of-pocket costs of defending such litigation and shall indemnify City against all costs and attorneys' fees awarded to the plaintiff in any such litigation. Alternatively, Developer may elect to disclose the Confidential Information rather than defend the litigation. Developer's obligations under this Section 8.10 shall survive the expiration or termination of this Agreement.

The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of City or its representatives, generally known or available; (b) is known by the City at the time of receiving such information as evidenced by City's public records; (c) is hereafter furnished to City by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by City without any breach of this Agreement and without any use of or access to Developer's Confidential Information as evidenced by City's records; (e) is not clearly marked "CONFIDENTIAL/PROPRIETARY INFORMATION" as provided above (except where Developer notifies City in writing, prior to any disclosure of the Confidential Information, that omission of the "CONFIDENTIAL/PROPRIETARY INFORMATION" mark was inadvertent), or (f) is the subject of a written permission to disclose provided by Developer to City.

8.11 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it. The provisions of this Section shall survive the expiration or other termination of this Agreement.

8.12 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by both parties, shall constitute a binding agreement.

8.13 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

8.14 Authority. Developer and each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. City and each person executing this Agreement on behalf of City does hereby covenant and warrant that (i) City is a municipal corporation duly established and validly existing under the laws of the State of California, (ii) City has full power and authority to enter into this Agreement and to perform all of City's obligations hereunder, and (iii) each person (and all of the persons if more than one signs) signing this Agreement on behalf of City is duly and validly authorized to do so.

8.15 Limitation of Remedies. In the event of an uncured default by either Party under this Agreement, the non-defaulting Party's exclusive remedy is to terminate this Agreement. In no event shall either Party have the right, and each Party expressly waives the right, to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the other Party under this Agreement.

8.16 Governing Law. This Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of California without regard to conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by City.

DATED: _____, 2024

CITY:

CITY OF SAN RAFAEL, a California municipal corporation

By: _____
Cristine Alilovich, City Manager

ATTEST:

Lindsay Lara, City Clerk

APPROVED AS TO FORM:

By: _____
Robert Epstein, City Attorney

DATED: _____, 2024

DEVELOPER:

ABODE HOUSING DEVELOPMENT, a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

EXHIBIT B

SCHEDULE OF PERFORMANCE

<i>Preliminary Stage (6 months)</i>		
1.	Within 30 days of the Effective Date	Developer obtains a title report and retains a consultant qualified to perform a Phase I Assessment and (if necessary) a Phase II Assessment of the Property
2.	Promptly following Effective Date	Developer and City commence negotiation and drafting of Term Sheet
3.	Within 120 days after the Effective Date	Developer’s Consultants shall submit to City a Project description and planning/zoning analysis so that City may determine whether any CEQA exemption may apply to the proposed Project or, if applicable, undertake an Initial Study pursuant to CEQA to determine whether any CEQA documentation is needed for consideration of approval of the Project
4.	Prior to expiration of Preliminary Stage	Developer and City reach agreement on principal business terms of a proposed DDA as evidenced by a non-binding Term Sheet.
5.	Prior to expiration of Preliminary Stage	Developer and City memorialize successful completion of all Preliminary Stage tasks by executing a Preliminary Stage Feasibility Confirmation or Agreement terminates as provided in Section 1.2.
<i>DDA Stage*</i> <i>(6 months)</i>		
*DDA Stage applicable only if Developer and City have memorialized successful completion of all Preliminary Stage tasks.		
6.	Within 30 days following commencement of the DDA stage	Developer shall submit a financing plan, which shall include: <ul style="list-style-type: none"> a) Development cost estimate and an updated operating budget b) Proposed resident income mix, including the location and type of permanent supportive housing for persons experiencing homelessness and any facilities associated therewith c) Sources and uses d) Application requirements and target dates e) Site access or control documents required f) Federal, state and local subsidies or funding

7.	Within 30 days following commencement of the DDA stage	<p>Developer shall submit a proposed Project schedule, including deadlines for</p> <ul style="list-style-type: none"> a) Project approvals & entitlements b) Proposed project funding c) Building permitting d) Construction e) Occupancy
8.	Within 30 days following commencement of the DDA stage	City shall commission an appraisal of the Property based on mutually acceptable appraisal valuation instructions, with the costs of such appraisal paid by the City.
9.	Prior to expiration of DDA Stage and, in any event, prior to City Council's consideration of a DDA	Developer and City negotiate and draft a proposed DDA

Request for Proposals

For Development of New Affordable Housing



RFP ISSUED: 12/8/2023
RESPONSE DEADLINE: 1/24/2024 at 5:00 pm Pacific Time

Electronic submittals are required. The City of San Rafael will designate the time of receipt recorded by our email housing@cityofsanrafael.org as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

All questions should be addressed to:
Economic Development Department
City of San Rafael
1400 5th Ave
San Rafael, CA 94901 415.485.3134
housing@cityofsanrafael.org

The City of San Rafael does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

Request for Proposals

For Development of New Affordable Housing



Introduction

The City of San Rafael (City) is soliciting proposals for the development of affordable housing on a city-owned property located at 519 4th Street. This site is in a prime location, within San Rafael's vibrant and walkable downtown, two blocks from San Rafael's Transit Center, and near multiple grocery stores and education facilities.

Project proposals should include the construction of permanently affordable housing serving one or more priority populations such as seniors, families, individuals, or people with special needs, including individuals and families formerly experiencing homelessness.

Vision & Goals for the RFP

San Rafael is known for its natural beauty, mild climate, and proximity to employment centers within the San Francisco Bay Area, offering scenic views, outdoor recreation, and urban amenities. It is also a hub of innovation and creativity, celebrating its multicultural heritage and community spirit with events and community assets such as the Marin County Fair, Dia De Los Muertos festivities, the Downtown San Rafael Arts District, and the Falkirk Cultural Center.

The City of San Rafael is committed to meeting the housing needs of all its residents, including those with lower incomes or special housing needs. Housing & Homelessness is one of the [San Rafael City Council's four policy focus areas](#), including creating new housing and using a "Housing First" model. Sites such as this on publicly-owned land present some of the best opportunities in the city for deeply affordable units.

Successful proposals will increase the stock of affordable homes in San Rafael within this Regional Housing Needs Allocation (RHNA) cycle (2023-2031). The project should elevate the street frontage of the property through high quality design, reflecting a downtown neighborhood scale and standards set forth for T4 Neighborhoods in the [Downtown San Rafael Precise Plan](#).

The City of San Rafael is soliciting proposals from developers with this Request for Proposals (RFP). The City intends to use this competitive process to evaluate and select the best development vision and project at 519 4th Street that will benefit the City and its community members. The selected development partner will work in good faith with the City to enter into an Exclusive Negotiating Agreement (ENA) with the City that is expected to result in a Disposition and Development Agreement (DDA).

Selection Timeline

Announcement	December 8, 2023
Virtual Developer Workshop	December 20, 2023, 3:00-4:00 PM
Deadline for emailed questions for City response	January 8, 2024; City responses by January 12, 2024
Responses Due	January 24, 2024 by 5:00 PM
Evaluation	January 25 - 31, 2024
Developer Team Interview(s) (if applicable)	February 6 - 13, 2024
Selection by the City Council	March 2024

This timeline is subject to change.

The City will hold a virtual developer workshop on December 20th from 3 to 4pm to review the RFP. Please email housing@cityofsanrafael.org for registration and with questions prior to the Workshop date. Additional questions will be accepted through January 8 via email, with responses posted to the City’s website by January 12, 2024.

Responses to this RFP must be received by Wednesday 1/24/2024 at 5:00pm. Finalists may be invited to a Developer Team Interview, then recommended for selection to the San Rafael City Council.

Background

The subject property is located on a rectangular parcel addressed as 519 4th Street, Marin County APN 014-123-06, in San Rafael, California. The property parcel comprises 0.304 acres (13,278 square feet) on the south side of 4th Street, between Irwin Street to the west and Grand Avenue to the east. The subject property, acquired by the San Rafael Redevelopment Agency in 1983, is developed with an L-shaped commercial building and parking lot occupied by the City of San Rafael for police and fire department storage.

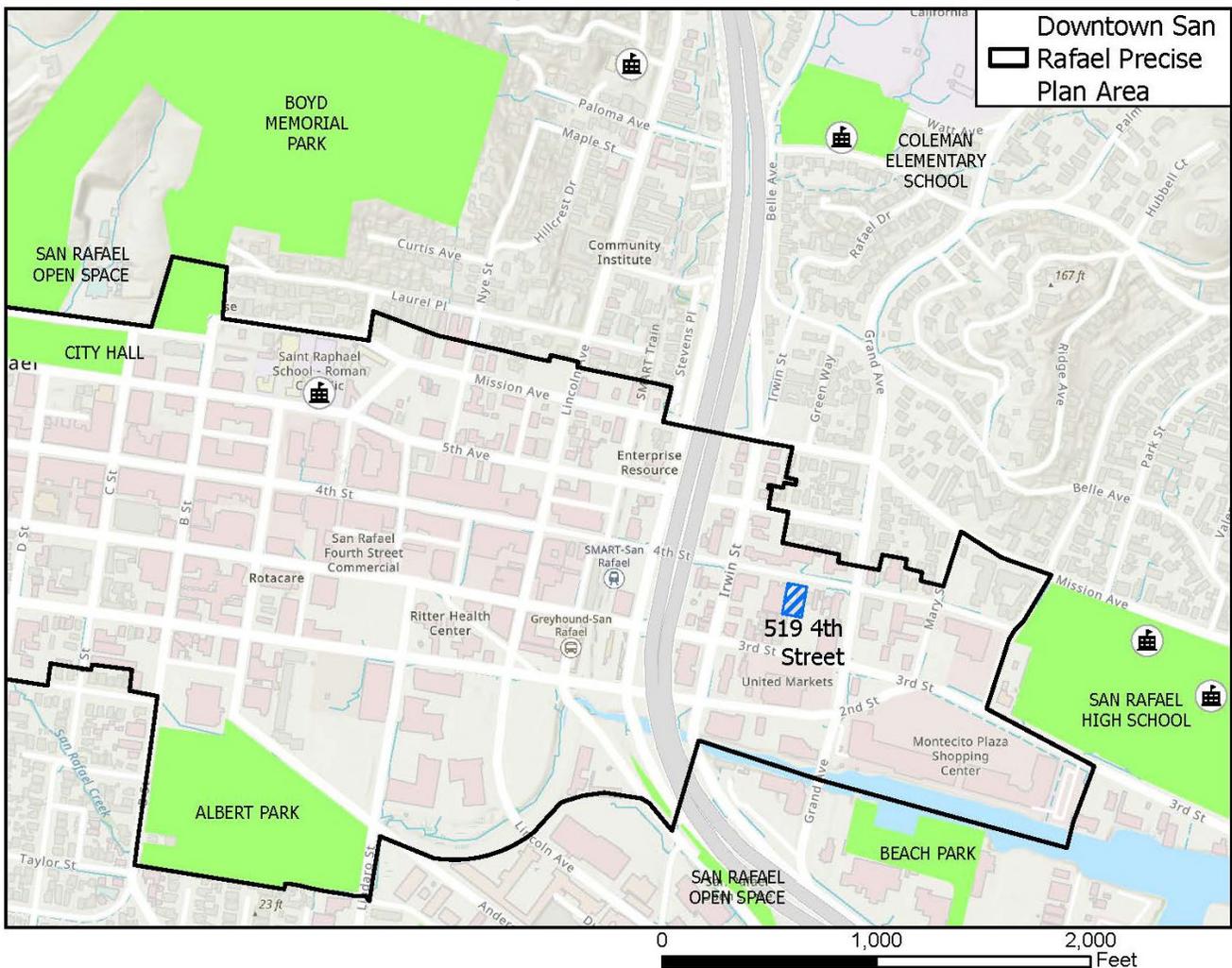
The property perimeters are defined by mixed-use commercial buildings to the south and west, a residential property to the east and Marin Shakespeare Company to the north. The subject property is located as shown on the Site Location Map below.

The property is subject to the [Downtown San Rafael Precise Plan](#), with a zone designation of T4N 40/50. This zone is defined as a walkable neighborhood environment of small-to-medium footprint, moderate-intensity mixed-use buildings and housing choices, supporting and within short walking distance of neighborhood-serving retail and services. This zone provides a transition in scale between the Downtown and adjacent residential neighborhoods, with a height base of 40 feet up and up to 50 feet per the Regulating Plan.

This is an opportunity to develop on a city property via an exemption under section 54221(f)(1)(A) of the California Surplus Land Act (Government Code sections 54220-54234). To be eligible for potential selection, a respondent must commit to (i) utilize at least 80% of the land area of the site for development of housing; (ii) cause not less than 40% of the units to be developed to be affordable to households whose incomes are equal to, or less than, 60% of the area median income for Marin County, adjusted for family size (AMI); and (iii) cause at least half of the units described in clause (ii) to be affordable to households whose incomes are equal to, or less than, 50% of AMI.

The site is being evaluated along with other sites as a potential temporary shelter for people experiencing homelessness. If development timelines permit, the City may seek an interim use as a temporary shelter for unhoused residents.

Site Location Map – 519 4th Street, San Rafael, CA



Proposal Requirements

Successful proposals will include specific information regarding the developer's vision for the site, experience with the development of this type, and sufficient information to demonstrate the financial viability of the proposal.

All submissions should be concise and relevant to the RFP, and include the following information and documents:

1. Project Proposal

- 1.1. Cover letter. Introduce the development team, outline the developer's intent and project objectives. Clearly state the target population(s) to be served (e.g. seniors, families, individuals, or people with special needs, including individuals and families formerly experiencing homelessness).
- 1.2. Project overview and vision. All proposals should include a written description of the proposed development concept, including layout, size, key design elements and materials, scale of development (number and type of residential units and amount of area devoted open space), and information describing the proposed character and quality of the development. Applicants are encouraged to discuss how Green Building elements will be incorporated in the proposed project.
- 1.3. Site design concept & proposed construction type. Articulate the design concept through at least three visual examples of comparable project designs.
- 1.4. Affordability levels and a description of how the program meets City goals of long-term affordability. The developer must agree to enter into a deed restrictive covenant on the affordable housing units.
- 1.5. Accessibility features specific to the needs of the target population. For example, detail the number of units to be mobility accessible or adaptable.
- 1.6. Services plan. If the project profile includes permanent supportive housing or housing for people with special needs, respondents must include descriptions of any relevant design and operational or service components in the submittal. Include information on proposed service partnerships.
- 1.7. Projected project development timeline and milestones. A timetable should be provided, showing projected start-dates and completion-dates for developer due diligence and all major design and site planning activities, including use and design approvals, completion of construction drawings and building permits, property acquisition, and start and completion of construction. The developer is strongly encouraged to submit a planning application within 15 months of proposal selection.
- 1.8. Any other information that would help the selection team understand and evaluate the development proposal.

2. Developer Team Qualifications

- 2.1. A brief description of each entity in the Developer team and tax filing status, including any planned non-profit partnerships.
- 2.2. Qualifications and experience of entities involved in the project and roles of each entity, including company profiles and staff leads.
- 2.3. Information on staff working on the project, including experience with similar projects.
- 2.4. List of previous similar work including client, property location, number of units, and type of financing (Federal, State, and local).

- 2.5. Three client references for past development projects. References should include the following information:
- Client contact person's name, title, organization, physical and email address, telephone number, and the project(s) that were completed under the client's direction.
 - Brief project description, including number of units and populations served.

3. Financials

- 3.1. Project pro-forma. The proposals must include a preliminary financing plan, an estimate of total project development costs, and a preliminary pro-forma analysis of gross and net income expected. The anticipated rental cost range for residential units, or sales price range, if applicable, should be included.
- 3.2. Operating budget projection. For rental projects, provide a 20-year operating budget.
- 3.3. Property acquisition offer. Proposals should contain the developer team's proposed purchase or ground lease structure and pricing for acquisition of the site from the City.
- 3.4. Disposition of the completed development. Proposals should indicate whether the developer intends to sell portions or all of the completed improvements or retain ownership. If the developer intends to retain ownership, please provide information on experience leasing and managing properties similar to the proposed development.

4. Financial Capacity of Developer

All respondents, regardless of their status as public or privately held companies must provide evidence of sufficient financial strength to undertake and successfully complete a project of the scale proposed, and certain disclosures including all of the following categories. Respondents may choose to provide some or all of their responses to these items as "Confidential Information" and submit them as provided at the end of this section.

- 4.1. Financial statements of the most recent calendar or fiscal year, for the development entity or for each of the principal parties (in the case of a company formed specifically for the project).
- 4.2. Letters from the developer's lenders attesting to the developer's capacity to undertake this project, including the available capacity of lines of credit.
- 4.3. List and explain any litigation or disputes that the development entity, or any named individual in the proposed project, is involved in that could result in a financial settlement having a materially adverse effect on the ability to execute this project.
- 4.4. List of all projects that the development entity is currently involved in, and highlight those that are located within the site's market area.
- 4.5. State whether the development entity, or any of the named individuals in the proposed project, ever filed for bankruptcy or had projects that have been foreclosed. If yes, please list the dates and circumstances.

Confidentiality

The City recognizes the sensitive nature of certain financial information requested in this section. Any financial information that the respondent wishes to be confidential should be submitted under separate cover with the response to this RFP, marked "Confidential" and submitted in hard copy, sent via overnight courier service with signature required to Gerald J. Ramiza, Partner; Burke, Williams & Sorensen, LLP; 1999 Harrison Street, Suite 1650; Oakland, CA 94612-3520. During the RFP review process, the City may request to receive additional information regarding the pro forma in a Microsoft Excel table format to

facilitate review.

Scoring Criteria

City staff will utilize the following scoring criteria in making its recommendations to the City Council.

Scoring Summary

Written RFP	
1. Project Proposal	40 possible points
2. Developer Team/Personnel	30 possible points
3. Financials	30 possible points
Oral Interview (selected written proposals)	
4. Interview performance	Rank choice scoring

Scoring Considerations

Respondents are to provide complete and detailed responses to all items in the Proposal Requirements section above. Submittals that are incomplete may be rejected as being non-responsive. The written submittals should be prepared in sequential order as outlined above. The City reserves the right to request clarification of any aspect of a submittal or request additional information that might be required to properly evaluate the submittal.

Unless the City establishes a different timeline, proposers will be required to provide responses to any request clarification within three (3) business days. Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall in no way diminish a respondent's responsibility to submit a proposal that is current, clear, complete, and accurate.

Relevant Resources

The City of San Rafael has adopted a [Downtown Precise Plan](#). Chapter 9 of that Plan contains a [Form Based Code](#) that provides information on context and development standards. The site is also governed by the City's [General Plan 2040](#).

A [Phase 1 Environmental Site Assessment](#), commissioned by the City, was completed on August 23, 2023 by The ECA Group Environmental Consultants and is available for review.

A Condition of Title report has been commissioned by the City and will be made available to respondents to the RFP.

The City of San Rafael intends to support project development at this site with technical assistance and will consider requests for funding within the City's standard processes for available resources. Any City funding for this and other potential affordable housing developments throughout the City will be awarded through a competitive process. The City's affordable housing resources are outlined on the Community Development Department's website: <https://www.cityofsanrafael.org/funding-for-housing-projects/>.

Questions

All questions should be directed to the contact listed below:

Economic Development Department

City of San Rafael

1400 5th Ave

San Rafael, CA 94901 415.485.3134

housing@cityofsanrafael.org

Disclaimers / Acceptance / Rejection of Submittals

The City reserves the right to suspend, amend or modify the provisions of this RFP; extend the submission deadline; reject all proposals; select a respondent who does not achieve the highest points score; and negotiate modifications of proposals, project terms and/or features. The final decision on selection of a preferred developer, if any, for the site will be made by the City Council.

While the dates and schedule stated in this RFP represent the City's preferred timetable, it shall not be considered binding on the City. The submission of a response to this RFP shall not be binding upon the City nor construed as a contract with or a commitment by the City. The City reserves the right to make decisions as to which proposal, if any, it deems in the City's best interest.

The City will not pay any costs incurred in the preparation of a response to this RFP. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its response.

Minimum City Contracting Requirements

Any DDA or other similar agreement that the City enters into with a successful respondent will require the organization to maintain insurance coverage for the organization and its employees and for the property controlled by the City. The City of San Rafael will require each organization to carry the following minimum insurance:

- Commercial general liability insurance policy in the amount of \$2,000,000 (\$5,000,000 aggregate). The City of San Rafael shall be named as an additional insured on the commercial general liability policy.
- Commercial automobile liability policy including non-owned and hired automobile, in the amount of \$1,000,000 and Workers Compensation as required by state law. The City of San Rafael shall be named as an additional insured on the automobile liability policy.
- All the above policies shall be payable on a per occurrence basis.
- Contractors may also be required to carry errors & omissions, professional liability, and/or builders risk insurance.