

# Request for Proposals

## Property-Based Business Improvement District Formation Consultant Services



**RFP ISSUED:** 05/28/2024  
**RESPONSE DEADLINE:** 6/19/2024 at 5:00 pm Pacific Time

All questions should be addressed to:  
Stacey Laumann, Economic Development Program Manager  
Economic Development Division  
City of San Rafael  
1400 5th Ave  
San Rafael, CA 94901 415.485.3134  
[econdev@cityofsanrafael.org](mailto:econdev@cityofsanrafael.org)

Electronic submittals are required. The City of San Rafael will designate the time of receipt recorded by our email [econdev@cityofsanrafael.org](mailto:econdev@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.

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

## Property-Based Business Improvement District Formation Consultant Services

The City of San Rafael (“City”) is soliciting proposals from qualified consultants (“Consultant”) specializing in the formation of Property Based Improvement Districts (“PBID”), also known as a Community Benefit District, for Downtown San Rafael, pursuant to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §§ 36600-36671). The City desires to work with stakeholders to form a PBID to improve business opportunities, enhance the physical environment, and build on the strengths of the existing Downtown San Rafael Business Improvement District (“BID”).

Services shall include, but not be limited to, creating a timeline expressing dates and steps to establish a PBID, leading research, outreach, and preparing documents to complete a PBID ballot process.

Prospective consultants must submit one proposal to Stacey Laumann at [econdev@cityofsanrafael.org](mailto:econdev@cityofsanrafael.org) **no later than 5 p.m. on June 19, 2022** (“Submission Deadline”). Any proposals received after the Submission Deadline will not be accepted.

Questions or comments concerning this RFP may be submitted via e-mail to [econdev@cityofsanrafael.org](mailto:econdev@cityofsanrafael.org) **no later than 5 p.m. on June 10, 2022** (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: “PBID Formation Consultant RFP.” A summary of questions from prospective Consultants and City responses will be posted on the City’s website at [2024 RFP - Consultant Services for Property Based Improvement Districts Formation - San Rafael \(cityofsanrafael.org\)](https://www.cityofsanrafael.org/2024-RFP-Consultant-Services-for-Property-Based-Improvement-Districts-Formation-San-Rafael) or [www.cityofsanrafael.org/GO](https://www.cityofsanrafael.org/GO) by 5 p.m. on June 13, 2022.

The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

### 1. COMMUNITY OVERVIEW

San Rafael lies approximately 17 miles north of San Francisco in the North Bay region of the Bay Area. The largest and oldest town in Marin county, the city has a population of approximately 65,000 residents. San Rafael is known for its natural beauty, mild climate, 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.

The heart of San Rafael’s downtown lies along the pedestrian-friendly Fourth Street and its charming side streets. This commercial corridor is home to restaurants, shops and offices for small businesses, as well as the Rafael Film Center, coffee houses and tap rooms. The City of San Rafael and BioMarin Pharmaceuticals Inc. are two major employers within the downtown area. Downtown San Rafael proudly holds the distinction of being one of California’s 14 Cultural Districts, recognized by the California Arts

Council.

The Downtown San Rafael Business Improvement District (BID) was established in 1979 to revitalize the downtown corridor and promote the common interests of Downtown businesses. The boundaries of the Downtown BID were expanded in 2018 (Attachment A). In 2023, the BID moved under the umbrella of the Chamber of Commerce in 2023, and benefits from an active BID Advisory Board with nine members. The BID currently has an annual operating budget of \$80,000. By focusing on beautification, marketing, and community events, the BID supports the economic vitality of the downtown district. With the recovery impacts from the COVID-19 pandemic, the needs in the downtown have grown over the years and engagement with the property owners for shared solutions has been identified as a task in the Economic Development Strategic Plan.

## 2. PROPOSAL OUTLINE

The RFP should be organized as follows:

**Introduction Letter:** Please provide a brief description of why the Consultant is a suitable fit for San Rafael. Include the length of time the firm has been providing services described in this RFP. Include the names, title, address, and telephone numbers of the individual(s) with authority to bind the Consultant during the period that the proposals are being evaluated. Name, address, and telephone number of the Proposer’s point of contact for a contract resulting from this RFP.

**Section A:** Approach to Property Business Improvement District Formation and working in a collaborative role with the City of San Rafael, the San Rafael Chamber of Commerce and the San Rafael Downtown Business Improvement District.

**Section B:** A scope of work, organized in phases as outlined below in Section 3 Scope of Work.

**Section C:** Firm and Staff Qualifications, including key staff resumes and 3-5 representative PBID projects, including project with BID to PBID conversion. Provide information on the number of BID formations versus PBID formations supported by the Consultant.

**Section D:** Budget, comprised of a total not-to-exceed Phase One budget (itemized by task) and an estimated Phase Two and Three budgets (itemized by task), including standard rate sheet for key staff.

**Section E:** Schedule to complete the investigation and formation of the PBID, through the public hearing phase which includes the Management Plan.

**Section F:** Statement of Assumptions by the Consultant pertaining to the project.

Along with the information above, please submit (in PDF format) at least one Management Plan prepared by the firm within the past three years. Please include the adoption date for each sample submitted.

## 3. SCOPE OF WORK

Proposals should outline services to align with the Phases below.

**Phase 1:** Phase 1 includes the initial assessment of feasibility for creating the PBID/BID for the Downtown

San Rafael. This will include, but is not limited to, attending meetings, touring the site area, a preliminary needs checklist, and a general project timeline for District formation. This phase will also include working with City staff, the San Rafael Chamber of Commerce and Downtown Business Improvement District to refine the detailed Phase 2 and Phase 3 scopes of work and a general timeline for District formation.

- **Preparation.** Prepare and submit an Information Needs/Logistics Checklist outlining specific data needs required in preparation for the formation of a preliminary PBID plan.
- **Kickoff.** The Consultant will attend a project kick-off meeting with the City and key stakeholders in order to tour the Downtown area, review project needs and goals in detail, discuss possible boundaries, process milestones, critical path, obtain project-related information and discuss coordination and community workshops.
- **Final Scope of Work and Schedule.** Prepare and submit a refined scope of work, budget and schedule to ensure that it best meets the needs and resources of San Rafael. The consultant's scope of work and schedule will ensure the efficient implementation of Phase 2 & 3 criteria, and shall address consensus building, formation of the non-profit organization, (once the district has been approved by the City Council), preparation of a complete Management Plan, a petition campaign, a 218 Ballot Process, and the implementation of a contract between the City and the non-profit District Management Corporation.

**Phase 2:** Phase 2 includes the analytical work required for reviewing and understanding the services, budget development, benefits assessment, businesses/properties to be assessed, and quantifying the general and special benefits for the Business District.

- **Conduct Stakeholder Visits and Online Survey.** Conduct multiple one-on-one visits with key stakeholders. Create and implement an online survey for Downtown San Rafael property owners, businesses, and employees.
- **Attend Meetings.** Attend meetings (including community outreach meetings) to facilitate roundtables with Downtown San Rafael stakeholders and address questions and/or concerns. This may include one city council meeting to provide Council and the public an overview of the process.
- **Budget Development.** Prepare a PBID budget. Budget will include both direct cost of services as well as staff support required to administer the PBID.
- **Parcel/Business Database.** Update the existing business license database from the City or existing parcel database for assessor parcels as currently shown on the County assessor's parcel maps or development maps or other available data. The database will include all necessary information relevant to the calculation of the assessments.
- **Special vs. General Benefit Analysis.** Review the proposed services, special benefit, general benefit, and recent case law with City staff and legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the proposed assessment district. Provide staff with related support for the duration of the project.
- **City Review.** Communicate with City staff for the review of costs, proposed services, survey results, and statute requirements and benefits conferred.

- Separation and Quantification of Special and General Benefit. Analyze the services, proposed boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering standards and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218 for review by all stakeholders.
- Management Plan Outline. Prepare the PBID Management Plan Outline.
- Findings and Recommendations Report. Prepare a Report summarizing the findings and recommendations. The main goal of the Report is to separate and quantify special and general benefit and to provide a review of feasible Method(s) of Assessment for the proposed assessment district in accordance with the special benefit and proportionality requirements of Proposition 218 and recent case law. The Report will provide analysis and numerical support for the breakdown of special vs. general benefit and a Method of Assessment.

**Phase 3:** Phase 3 includes the legal process to establish the PBID for Downtown San Rafael. This will include, but is not limited to, the development of ordinances, the Management Plan, the Engineer’s Report, and then concluding with the Petition and Ballot.

- Stakeholder review. Stakeholders review and approve the draft PBID Management Plan Outline.
- Verify and Finalize Property Database. For use in the Engineer’s Report and Management Plan, the consultant will confirm the parcel and area profile data including parcel use code, parcel assessed valuation, parcel acreage and building square footage, and updated parcel ownership information.
- Develop Informational Flyer. Develop an informational flyer, one or two pages in length, that can be used (handout, mailed) as an overview and communication tool for property owners, business owners, council members, staff, and other interested parties.
- Prepare a Method of Assessment (Rates). Prepare a Method of Assessment, including rates, in compliance with the proportionality requirements of Proposition 218 for review by all stakeholders.
- Confirm Assessment Methodology. Confirm the Method of Assessment or assessment methodology, which will adhere to the requirements of special benefit. The assessment methodology will link the benefits of the PBID/BID to the assessed properties.
- Develop Full PBID Management Plan. Develop a supportable work plan for the PBID, which will include the required components as well as suggestions for Board composition.
- Prepare Engineer’s Report. Prepare an Engineer’s Report, according to state code, including, but not necessarily limited to the following: a) map of District, b) name of District, c) description of boundaries and zones, d) annual proposed services and activities, e) annual proposed costs, f) total annual proposed expenditures, g) proposed sources of funding/method and basis of assessment in sufficient detail to allow each business/property owner to calculate the amount of the assessment to be levied against their property, h) assessment collection process, i) duration of levy, j) implementation and completion schedule, k) proposed rules and regulations, l) list of

assessed business/property and benefit methodology.

- Develop Petition. Once the form and content of the petition has been approved by the City Clerk, this petition will be circulated by the PBID Formation Committee.
- Create Notice, Ballots, and Resolutions. Prepare and mail a notice and ballot package to each property owner consistent with state code to be reviewed by City legal counsel. Prepare the required resolutions, to be reviewed by City legal counsel, for consideration by City Council during the renewal process.
- Attend Public Hearing. Prepare for and attend the public hearing and make a presentation as needed.
- Provide Final documents. Provide a final binder with relevant documents, including the Management Plan, Engineer’s Report, executed resolutions, ballot summary, etc. All documents at the binder will also be provided in PDF (print digital format).

**4. SELECTION PROCESS**

Responses that are received will be reviewed for completeness, consultant experience, proposed scope of services, and fee. The most highly qualified consultants will be invited to an oral interview. City staff will select the consultant. *There is no guarantee that a contract will be awarded. The City of San Rafael reserves the right to reject all proposals and re-bid or re-post the RFP.*

**5. SCHEDULE**

**Selection Timeline**

Announcement	May 28, 2024
Deadline for questions	June 10, 2024; City responses by June 13, 2024
Responses Due	June 19, 2024 by 5:00 PM
Evaluation	June 20-28, 2024
Announcement	July 3, 2024

Timeline subject to change.

**6. SCORING CRITERIA**

City staff will evaluate proposals for with special attention paid to efficiency and ability to meet the needs of San Rafael businesses and property owners. Proposals can earn up to 100 points.

**Scoring Matrix**

Proposal Area	100 Total Points
Section A – Approach	20 possible points
Section B – Scope of Work	30
Section C – Firm and Staff Qualifications	20
Section D - Budget	20 possible points
Section E - Schedule	10 possible points

Section F – Statement of assumptions	n/a
Interview	Rank choice

## 7. CONTACT & CITY PROCESS INFORMATION

All questions should be directed to the contact listed below:

Stacey Laumann  
Economic Development Department  
City of San Rafael  
1400 5th Ave  
San Rafael, CA 94901  
415.485.3134  
[econdev@cityofsanrafael.org](mailto:econdev@cityofsanrafael.org) ([Stacey.Laumann@cityofsanrafael.org](mailto:Stacey.Laumann@cityofsanrafael.org))

### **City Contracting Requirements**

The City of San Rafael’s standard Professional Services Agreement is Attachment C to this RFP.

### **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 the selection of a consultant will be made by the City staff.

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.

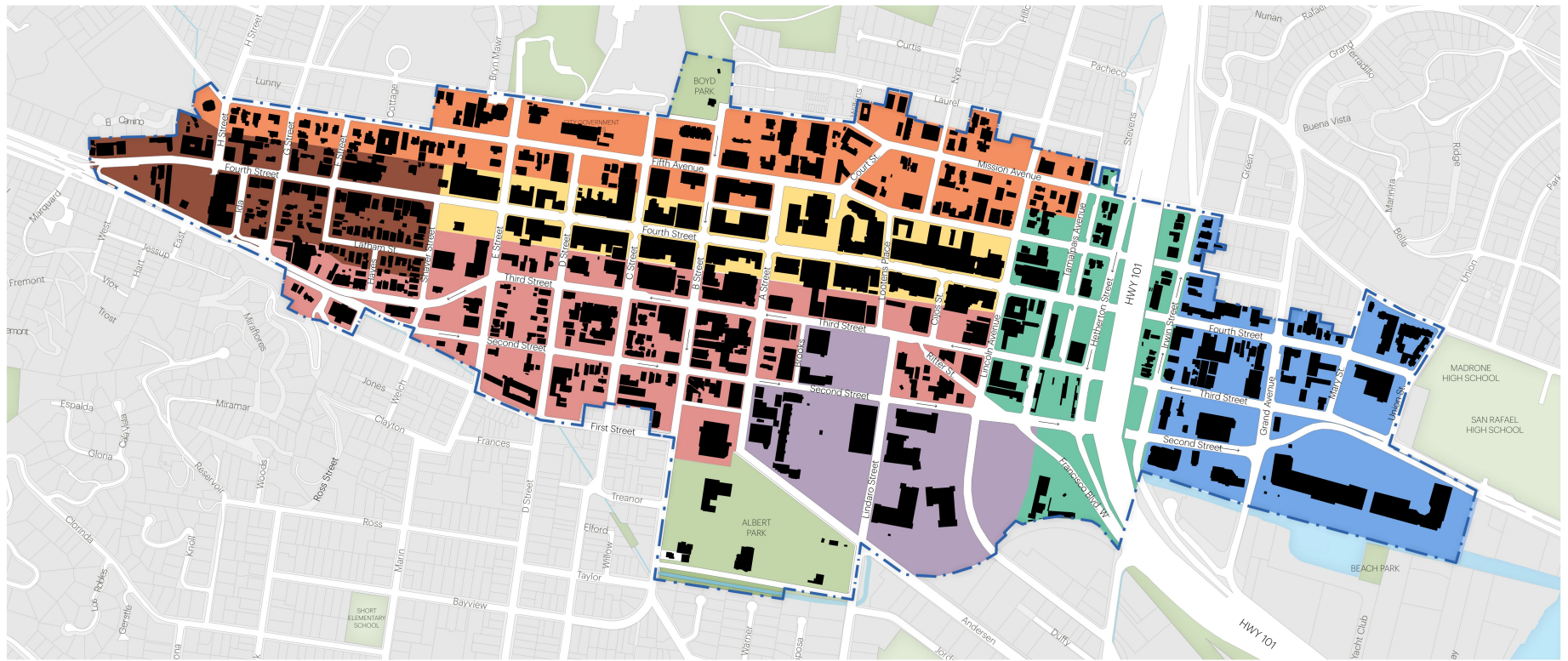
The City will not pay any costs incurred in the preparation of a response to this RFP. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its response.

## 8. ATTACHMENTS





- A. Downtown San Rafael Precise Plan area map and current San Rafael BID area map
- B. Downtown San Rafael BID Annual Report 2023
- C. Sample Professional Services Agreement




## 9. RESOURCE LINKS

- A. [City of San Rafael General Plan 2040](#)
- B. [City of San Rafael Downtown Precise Plan](#)

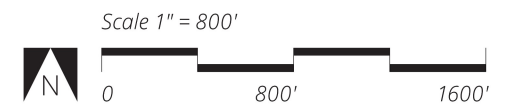


**Figure 2.8** Built form analysis and Downtown's character districts

-  Plan Area boundary
-  Parks and open space
-  Building footprints within Plan Area
-  Building footprints outside Plan Area

- Character districts:**
-  Fifth/Mission
  -  Fourth Street
  -  Second/Third Corridor

-  West End Village
-  Lindaro District
-  Hetherton Gateway
-  Montecito Commercial

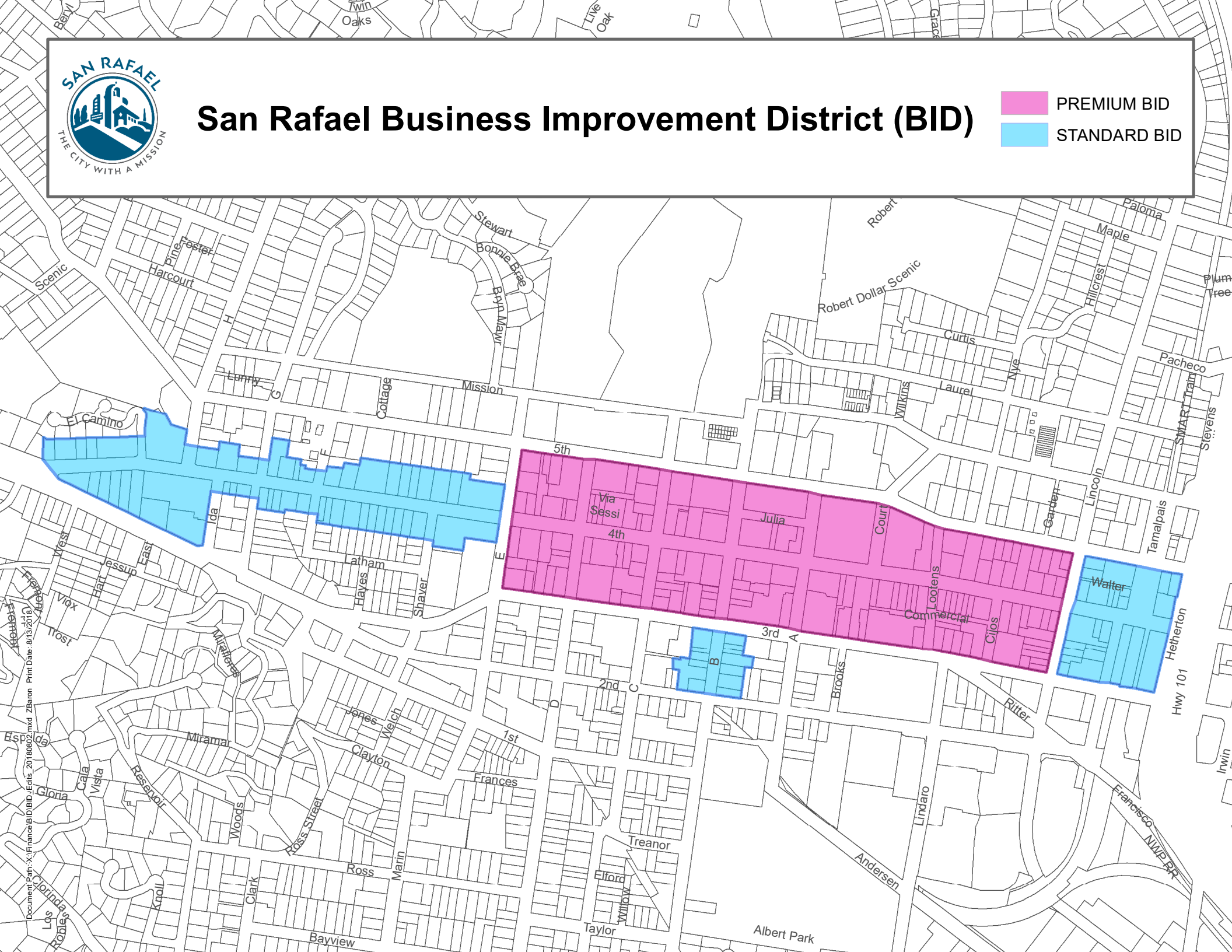






# San Rafael Business Improvement District (BID)

- PREMIUM BID
- STANDARD BID





# 2023 Annual Report



## BID BOARD OF DIRECTORS 2023/24

### President

**Terrance Thornton,**  
San Rafael Martial Arts

### Secretary

**Tobi Lessem,**  
Bodywise Massage

### Vice President

**Adam Dawson,**  
Mike's Bikes

**Joe McCallum,** Newmark  
Knight Frank

**Jeff Brusati,**  
T & B Sports

**Morgan Schaufler,**  
Youth in Arts

**Bishlam & Amy Bullock,**  
Salon B Style Lab

### Potential New Board Members for 2024:

**Kelly Phu,**  
Vin Antico

**Kaity Galvez,**  
Perry's Deli

### Committee Members:

**Jaime Ortiz,**  
Bank of Marin

**Valon Grajqevci,**  
Tam Commons

**Meg Reilly,**  
Marin Society of the Artists

**Jana Fleming,**  
Friends Books

Dear fellow BID Members,

I would like to start by sharing our Thanks and Appreciation. Thank you for the hard work leading into this year and throughout the year. We appreciate you and your support in our mission to revitalize the downtown corridor and promote the common interests of Downtown businesses. Thank you for continuing to make Downtown a different, fun, and memorable experience for all. For being contributors and active participants in forging memories for all that visit.

- Whether it's strolling through the Art District for the **2nd Friday Art Walk Downtown.**
- Enjoying a unique dining experience with **Dining Under The Lights.**
- The next generations learn about classic cars at **May Madness.**
- Enjoying the Craft Beer and Premium Wines with friends with the **Hops and Vines Stroll.**
- Indoor or Outdoor, enjoy live music, food, activities, and more at the **West End Culture Crawl.**
- One of our newest events with families bonding while searching for **Holiday or Summer Elves.**

Along with many other memory-creating moments and events hosted in Downtown San Rafael. Building off the growth and better-than-projected revenue in 2023, the BID is projecting a profitable 2024. Thank you in advance for your continued support and may we all thrive together in 2024 and beyond.

*Terrance Thornton, President*



## Marketing, Promotions, Programming, Fundraising, & Collaborations

- **In 2023 added a Social Media Manager Contractor** – The BID hired a part-time social media contractor to promote and showcase a different Downtown Business each day on IG & FB. Since this program began in April, we increased reach by 242% in the 1<sup>st</sup> month, added 100 followers a month in IG since then, and reached 2k per month. FB = 4,169 followers, IG = 2,707 followers
- **Beautification and Landscaping upgrades** - The BID added Phase 2 and 3 to the popular and successful Clean & Green Day on Earth Day. The BID organized a day in September and December for volunteers to help the BID and DPW add mulch to our intersections.
- **Farmer's Market** – Rebuilt our relationship with AIM to bring the Thursday Night Farmers Market back to Fourth St, moving the weekly DUTL to the 2<sup>nd</sup> Friday of the month to coincide with the 2nd Friday Art Walk.
- **Engaged with the local Students** – Created a Back to School Night during the September Dining Under the Lights.
- **Added new board members, committee members, and volunteers** – We welcomed 3 new Board members this year, 2 of whom work in the food/beverage industry which added a necessary and important voice to our group.
- **Downtown San Rafael Arts District Collaboration** – The BID is on the DSRAD board to help increase the visibility of the Arts in our Downtown. DSRAD received a grant for \$671k and the BID will be working with the group to help the arts shine in Downtown San Rafael.
- **Partnerships** – Continued and strengthened partnerships with the following organizations to bring more foot traffic to our Downtown Businesses: SR Chamber, Pacifics, Embassy Suites, California Film Institute, SMART, Marin Convention & Visitors Bureau.
- **Fundraising & Event Management** – The events committee with the help of the BID Board was able to raise over \$15k to support the BID.
- **Downtown Eats Passport Program** – New this year, the BID developed a program to bring people Downtown to eat in the typically quiet month of August. Ten businesses signed up to participate and in the self-funded program. Over 100 community members participated and their feedback highlighted that they loved exploring “new” places in Downtown.
- **Fe-BREW-ary** – New this year, the BID joined a promotional program called Fe-BREW-ary, where our breweries and taprooms were invited to list a special deal or discount on a BID webpage. This page was shared with an existing promotional program created by SMART where Petaluma and Santa Rosa breweries were also participating.
- **Scavenger Hunts** – Our community requested more family-friendly activities in Downtown, so we developed 2 Elf Hunt Scavenger Hunts, one during the Summer Kick-Off in June and one during the December holidays.
- **Website management** – The BID brought website management in-house in 2023 saving \$1200/year. The ED strives to provide clean, fun, relevant, and timely information on our Downtown San Rafael website.
- **Downtown San Rafael Business Directory** – Our online directory serves as a current database of all businesses in the Downtown, complete with emails and contact info in the back end. The ED cleaned up the database and optimized the search tool. Directory searches have tripled since this significant improvement.
- **Member emails, newsletters, and updates** – The BID upgraded software this year to increase contract reach and design capability for our monthly newsletters.
- **Downtown News** – Member news and events can be displayed on our homepage and are also shared in the monthly newsletter.

### Page Overview

Followers: 4,169

Last 28 days

[See more insights](#)

Post reach ⓘ

10,527

Post Engagement ⓘ

2,036

New Page likes ⓘ

23



**BEFORE**

**AFTER**



## BID Produced Events & Mixers

In 2023, we brought back many popular events and successfully raised money for the BID in the process.

### Fundraising Events:

- **33<sup>rd</sup> Annual May Madness** (May 6) – This Annual event produced by Rick Lewis, the volunteer BID Event Committee, and the ED of the BID brought roughly 5,000 people to Downtown. We raised over \$18k (a new record!) to be split between the BID and local non-profits.
  - Total Expenses = \$15,230
  - Total Income = \$33,815
  - Event Net Profit = \$18,584
  - **Net Profit for BID = \$9,232**
- **3<sup>rd</sup> Annual Hops & Vines Stroll** (Sept 30) – The Annual Hops & Vines Stroll traditionally brought nearly 300 people INTO Downtown Businesses. Even with the unseasonably rainy weather, we made a net profit for the BID.
  - Total Expenses = \$6,714
  - Total Income = \$11,260
  - **Net Profit for BID = \$4,545**
- **San Rafael Parade of Lights & Winter Wonderland on Shop Small Saturday 2022** – In 2022, the BID volunteer event committee kept a tradition alive by creating a paired down version of the 40-year-old event, that was once produced by a professional event company, the day after Thanksgiving. Our intimate version of this event was created to bring people to Downtown on Shop Small Saturday. We had a makers marketplace, snow machines, jumpies, food trucks, face painting, and lighted car cruise. The event brought approximately 1000 people to Downtown on Shop Small Saturday. We are currently planning a similar event in 2023 and will be making it bigger with more financial support from the City to hire an event contractor to support on the day of and produce a tree-lighting in the plaza. Below are our fundraising numbers from 2022.
  - Total expenses = \$12,798
  - Total Income = \$15,625
  - **Net Profit to BID = \$2,826**

## Events - Economic Drivers & More

- **Clean & Green Day, City of San Rafael & The BID** (April 21) – The City and BID join efforts every year on Earth Day to promote Clean and Green Day by inviting over 40 volunteers to help mulch, remove graffiti, pick up litter, and clean parking meters/poles.
- **Dining Under The Lights featuring Live Music, Outdoor Dining, and Kids Activities** (May-Oct) – This monthly event, held in conjunction with the 2<sup>nd</sup> Friday Art Walk, included 5 blocks and brought hundreds of people to our Downtown to enjoy Outdoor Dining, Live Music, and Kids Activities.
- **Friday Night Block Party in the West End** (June-Oct) – This popular event held in the West End, includes bands booked by the Pint Size Lounge. It drew hundreds of people to not just the West End, but to San Rafael. Past surveys showed that people came from all over Marin and the Bay Area to enjoy the exceptional atmosphere.
- **35<sup>th</sup> Annual Trick or Treat on 4<sup>th</sup> Street & Pet Costume Contest** (Oct. 28) – This Annual tradition brings hundreds of families to our Downtown and fills it with smiles and laughter!
- **Annual Menorah Lighting** (Dec. 10) - For the 2<sup>nd</sup> year, we will be working with Chabad of Marin to bring in a Giant Menorah to be lit for Hanukkah. We will offer latkes, hot chocolate, dancing, and a gelt drop!





## Future Marketing, Development, Events, & Operations

- **Public Art** – Work with Downtown San Rafael Arts District (DSRAD) and the City Library & Rec Director to identify opportunities to expand public art in Downtown.
- **Continue Landscaping upgrades** - Hardscape landscaping updates to intersections via volunteer coordination we are now calling the “Mulching Project”.
- **Hanging Flower Program** – Work with the City and DPW to review potential locations to start a hanging flower pilot program. Preliminary research completed.
- **Other Beautification options** – Work with the Economic Development Department & DPW to explore more opportunities for Downtown Beautification (power washing, business frontage grants, awning cleaning, and more)
- **Cleanliness** – Work with DPW and the City’s Economic Development Department to request a more proactive cleanliness plan for Downtown San Rafael.
- **Vacancies** – Work with the City’s Economic Development Department to assist with their strategy to fill vacancies.
- **Social Media Marketing Plan** – Continue to work with a social media contractor and showcase 3 businesses per week on Instagram and Facebook.
- **Thursday Night Summer Farmer’s Market growth**– Work with AIM to assist in better promotion and marketing to expand the weekly Thursday Night Summer Market. Possibly add a food truck experience in Downtown in conjunction, or on another night.
- **Create more culturally diverse events in Downtown**– Work with the City and volunteer BID event committee to bring more culturally diverse, relevant and inclusive events to our downtown.
- **Outdoor Movie Night** – Work with DSRAD and Parks & Rec to bring their successful outdoor movie night in the park program to our Downtown.
- **Fe-BREW-ary** – Continue the new February promotion and add more businesses to the SMART promotion.
- **Scavenger Hunts** – Continue to produce scavenger hunt-based promotions to get people INTO local businesses with this fun and affordable program.
- **Passport Program** – Increase participation with our 2nd annual passport program to get more people INTO our restaurants during the slower months.
- **Explore partnerships with local Schools** – Reach out to our local schools and see how we can partner together to support the students in our community.
- **Chamber Partnership to help BID Financial Stability & Review a PBID to increase our funding** - The City has contracted with the Chamber to support the BID. The Chamber will conduct outreach and host informational sessions with property owners and businesses to assist the City feasibility analysis of a property-based improvement district or modifications to the District business assessment rate structure to enhance economic vitality.
- **Partnership & Collaboration** – Continue to align the BID with DSRAD stakeholders, the SR Chamber, Pacifics, Embassy Suites, the City, SMART, SRPD, & and more.
- **Communicate with members/community outreach** – Continue engagement via website, email, newsletters, social media, marketing, advertising, and in person.
- **Events:** The BID has committed to continue events produced in 2023.
- **Add board members, committee members & volunteers** – Actively recruit committee members and engage prospective board members to build an inclusive environment for greater equity and diversity. If you are interested, please contact us!

*Dear BID Members,  
Coming into this role in 2022 was an exciting adventure, but also a challenge given that our Annual Assessments were down over \$25k since 2019. I worked diligently over the last 2 years to increase our funds by way of event fundraising and by decreasing our operational costs. Listening to our business community, I created fun programming and promotions to help increase foot traffic. By adding the Social Media contractor to our 2023 programming, the online visibility of our Downtown San Rafael businesses skyrocketed! None of this would be possible without the incredible teamwork, dedication, and passion of our BID Board. Each member's unique perspective and expertise have helped guide our decision-making and execute our goals. Working with our President, Terrance, has been an absolute pleasure. His leadership and commitment to our mission have been instrumental in driving our district's vision. I look forward to an exciting future of collaboration with the San Rafael Chamber in 2024 to continue this vision and make our Downtown shine!*

*-Sarah Tipple, Executive Director*

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE CITY OF SAN RAFAEL  
AND  
CONSULTANT'S NAME  
FOR SHORT DESCRIPTION SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and CONSULTANT'S NAME, a[n] (enter State name) corporation/limited liability company/partnership/individual (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled "SCOPE OF SERVICES"; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**AGREEMENT**

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled "SCOPE OF SERVICES." **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated insert date of proposal ("Proposal") set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

[Use this clause for time & materials, not-to-exceed:]

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay

**CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$insert Total NTE.

**CONSULTANT** will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

[OR use this clause for fixed fee:]

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** a fixed fee, as further described in **Exhibit A**, in an amount of \$insert Fee.

**CONSULTANT** will bill City for Services provided by **CONSULTANT**, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on insert end date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Title of City's Project Manager is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Name of **CONSULTANT**'s Project Director is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, CONSULTANT shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with CITY or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, CONSULTANT shall procure and maintain in full force and effect, at no cost to CITY insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, CONSULTANT shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of CONSULTANT'S performance of its obligations or conduct of its operations under this Agreement. The CONSULTANT's obligations



apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnites**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnites**, the **CONSULTANT**'s indemnification obligation shall be reduced in proportion to the **City Indemnites**' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnites** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT**'S performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnites** or at **CITY**'S option reimburse the **City Indemnites** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnites**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

**CONSULTANT** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

**CONSULTANT** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws,

ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

**CITY** and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Name/Title of City's Project Manager  
1400 Fifth Avenue  
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Name/Title of City's Project Director  
insert mailing address  
insert mailing address

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

**CONSULTANT** agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

**CONSULTANT** shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

*[Signatures are on the following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONSULTANT:**

\_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
**Office of the City Attorney**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
By: GENEVIEVE COYLE,  
Assistant City Attorney

[If CONSULTANT is a corporation, add  
signature of second corporate officer]

ATTEST:  
**City Clerk**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
LINDSAY LARA, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

## **EXHIBIT B INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any



such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

**C. Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

**D. Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.