




Agenda Item No: 5.a
Meeting Date: August 19, 2024

SAN RAFAEL COUNCIL AGENDA REPORT

Department: City Manager

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City Manager Approval: 

TOPIC: PROPOSED CAMPING ORDINANCE AMENDMENTS, AND INFORMATIONAL REPORT ON HOMELESSNESS, INCLUDING SANCTIONED CAMPING PROGRAM, HOMELESS PROGRAM CONTRACTS AND APPROPRIATION OF FUNDS

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SAN RAFAEL MUNICIPAL CODE CHAPTER 19.50 -- CAMPING ON PUBLIC PROPERTY, AND RESOLUTION APPROPRIATING \$2,256,400 FROM THE GRANTS FUND 283 TO SUPPORT THE INITIAL COSTS AND CONTRACTS ASSOCIATED WITH THE SANCTIONED CAMPING PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS IN THE AMOUNT OF \$2,002,400 FOR THE FIRST PHASE OF THE ENCAMPMENT RESOLUTION FUND ROUND 3 (ERF3) GRANT PROGRAM AND OTHER HOMELESSNESS PROGRAM SERVICES

RECOMMENDATION:

1. Waive reading and introduce Ordinance amending San Rafael Municipal Code Chapter 19.50 -- Camping on Public Property
2. Adopt the resolution appropriating \$2,256,400 from the Grants Fund 283 to support the initial costs and contracts associated with the sanctioned camp program and authorizing the City Manager to execute contracts in the amount of \$2,002,400 for the first phase of the Encampment Resolution Fund Round 3 (ERF3) grant program and other homelessness program services.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

BACKGROUND:

National and Local Dynamics

Homelessness remains a significant challenge across the United States, and San Rafael is no exception. According to the U.S. Department of Housing and Urban Development's 2023 Annual Homelessness Assessment Report (AHAR) to Congress, approximately 653,104 individuals nationwide were affected by homelessness. Among these, 143,105 were chronically homeless, marking a 65% increase since 2017. California alone accounts for more than 180,000 homeless individuals, with 67,510 being chronically homeless, reflecting an 88% rise over the same period. Alarming, two-thirds of California's homeless population were unsheltered, comprising half of all unsheltered homeless individuals nationwide.

In Marin County, the 2024 Point-in-Time Count revealed a count of 1,090 individuals experiencing homelessness, 788 of whom are unsheltered and 217 chronically homeless. The total count showed a 2.77% decrease from the 2022 count of 1,121. While local data for San Rafael from the 2024 count is still unavailable, the City reported 348 homeless individuals during the 2022 Point-in-Time Count. According to a December 2023 survey of homeless individuals residing in the Mahon Creek Path area encampment, 90% of encampment residents have lived in the area for more than a year, and almost two-thirds have resided in San Rafael for more than a decade.

Several factors contribute to homelessness in San Rafael and beyond. The lack of affordable housing coupled with stagnant wages means that 42% of Marin renters spend more than 35% of their income on rent. The availability of shelter beds in Marin County is consistently limited as there are approximately 291 beds available for 1,090 individuals. However, there have been significant strides in addressing homelessness: since 2017; the County of Marin has housed 737 chronically homeless individuals. 94% of these individuals have remained housed due to ongoing support services and rental subsidies. Efforts to house veterans have also been significant, with 111 veterans housed during this same period.

The City of San Rafael's Camping Regulation Constraints - Year in Review

In July 2023, the [City Council voted](#) to amend the City's longstanding camping ordinance (San Rafael Municipal Code Chapter 19.50) to regulate camping in a manner that complied with the then-governing *Martin v. Boise* decision. Shortly after the City adopted its new ordinance amendments, a group of plaintiffs (Shaleeta Boyd, et al.) sued the City in federal court based on Americans with Disabilities Act (ADA) claims and other legal theories, in particular that the City's camping ordinance constituted a "state created danger". In response, the court entered a temporary restraining order and, later, a preliminary injunction that effectively blocked the City's ability to enforce its own local camping regulations.

During the period of the preliminary injunction, the City's ability to regulate the Mahon Creek Path Area encampment became significantly constrained. However, the City still took action utilizing other regulatory avenues to mitigate the broader public health and safety impacts of the encampment on the surrounding community. For example, in October and November 2023, the City enforced its fire code to abate the fire risks associated with the then proliferation of wooden pallets and illegal wooden structures in the Mahon Creek Path Area encampment.

[In December](#) 2023, the City Manager issued an order prohibiting camping along Lindaro Street and issued an additional order prohibiting new camping in the Mahon Creek Path Area encampment. During this time, the City also held a [services and outreach fair and surveyed](#) individuals experiencing homelessness in the encampment to better understand their service

needs. This information was instrumental in the development of the Encampment Resolution Fund 3 grant the City and County of Marin jointly applied for and received, and which is discussed further in this report.

From December 2023 to February 2024, the City attempted in good faith, to implement the Camping Ordinance under the restrictions and direction issued by the Federal District Court. Through this multi-month effort, the City attempted to work with the California Homeless Union and members of the Mahon Creek Path Area encampment to designate campsites and establish voluntary compliance with the direction of the Court. This work was ultimately abandoned as we were not able to achieve the level of cooperation needed in order for that approach to be effective. The City then refocused its attention towards amending the camping ordinance to address the concerns of the court, and to create a regulatory framework that we could use to mitigate impacts of the encampments.

Additionally, the City, on three separate occasions during the Spring and early Summer of this year participated in settlement conferences to attempt to settle the *Boyd case*. These efforts did not result in a settlement between the City and the California Homeless Union.

In May 2024, the City Council voted to further amend Chapter 19.50, by adopting [Ordinance 2035](#), to address the concerns expressed by the Federal District Court in its injunction order. The amended [Ordinance](#) made several key changes:

1. **Campsite Size Restrictions:** Campsites can now be up to 200 sq. ft. for one person and 400 sq. ft. for up to four people camping together, doubling the space allowed in the prior ordinance.
2. **Proximity and Safety Buffers:** Campsites must maintain a 10-foot clearance area around each site and a 10-foot setback from other campsites, public utility infrastructure, or neighboring private properties. The previous requirement of 200 ft spacing between campsites was eliminated.
3. **Proximity to Schools:** Camps must be located a minimum of 250 ft from the property line of any preschool or K-12 school.
4. **Enforcement Provisions:** Enforcement will only take place after individuals in violation receive notices and opportunities to comply, reflecting a commitment to a compassionate and balanced approach.

Recent Legal Actions Providing the City with the Ability to Enforce Camping Regulations

Latest Supreme Court Decision

On June 28, 2024, the Supreme Court issued its decision reversing the Ninth Circuit Court of Appeals in *Grants Pass v. Johnson*. Since 2018, *Martin v. Boise* (a prior Ninth Circuit decision upon which *Grants Pass* was based) had significantly limited local government's ability to regulate homeless encampments and has created a slew of lawsuits brought upon local government agencies. Applying *Martin*, the Ninth Circuit had held that the City of Grants Pass violated the "Cruel and Unusual Punishments" clause of the Eighth Amendment to the United States Constitution by prohibiting camping on public property when the City could not establish that there was enough alternative shelter available to accommodate the number of individuals experiencing homelessness in the community. The Supreme Court rejected this Eighth Amendment theory. While the Supreme Court's decision provides local governments with more flexibility in addressing

issues related to individuals experiencing homelessness, it only directly addressed one of the many legal theories homeless advocates have raised in lawsuits against cities, including San Rafael.

The Martin decision in 2018 spawned substantial litigation throughout California and elsewhere in the Ninth Circuit as cities attempted to enforce public camping ordinances. San Rafael itself has been sued multiple times, most recently in *Boyd v. City of San Rafael*.

Previous versions of the City's Camping Ordinance were drafted in a manner that complied with the Ninth Circuit's *Grants Pass* decision. Thus, when the Supreme Court ruled earlier this year, there was little to no immediate impact on the City. At that time, the City's ability to enforce the Camping Ordinance was limited by the preliminary injunction issued in the *Boyd* lawsuit. That injunction was not based on *Grants Pass* nor the Eighth Amendment. Rather, the injunction was based on claims brought under the state-created-danger doctrine via the Fourteenth Amendment, and under the Americans with Disabilities Act.

In light of the *Grants Pass* ruling, the City now has the ability to amend the Camping Ordinance to allow for more flexibility for the City in terms of enforcement and the prohibition of camping in particular locations when the City Council or City Manager deems a location inappropriate for camping. These amendments are contemplated in a proposed amended camping ordinance, discussed further in this staff report.

Recent Governor Newsom Executive Order

On July 25, 2024, Governor Newsom issued an [Executive Order](#) instructing State agencies to prioritize the humane removal of encampments, including conducting site assessments, providing advance notice, offering outreach services, and personal property storage for at least 60 days. The order encourages local governments to follow these same guidelines which the City is seeking to align with, as discussed further in this staff report.

Dismissal of Boyd Lawsuit

This past July 2024, the Federal District Court heard the City's motion to dismiss the Boyd case and on August 7, 2024, the Court granted the City's motion to dismiss and dissolved the injunction. The Court held that the City's amendments to Chapter 19.50 adequately addressed the legal concerns raised by the plaintiff's lawsuit and the Court.

The City of San Rafael remains committed to finding solutions that honor the dignity of every person living in San Rafael, while at the same time preserving the accessibility and cleanliness of shared public spaces something that is crucial for the well-being of everyone who calls San Rafael home.

Additional City Actions Taken to Address Impacts of Homelessness

The City has undertaken many actions and made significant investments towards addressing homelessness. In recent years, the City's affordable housing trust fund has invested more than \$3M for supportive housing developments, such as the 3301 Kerner and Jonathan's Place projects. The City has also utilized \$250,000 in state encampment resolution fund grants to expand case management services in partnership with the County of Marin.

The City's SAFE (Specialized Assistance for Everyone) team, a mobile mental health crisis response unit operated by Petaluma People Services Center, addresses various crises and provides critical support, operating twelve hours a day, seven days a week. The City has allocated

\$775,000 for the next three years for the initial pilot program to fund this critical service. In Fiscal Year 2023-24 the SAFE Team responded to 3,099 calls for service, with more than half of those calls responding to assist an individual experiencing homelessness.

Other efforts include high utilizer case management programs, mobile showers and laundry services provided by WeHope, and fully dedicated Community Mental Health Liaison who works for the San Rafael Police Department. The City's Housing and Homelessness Division oversees several programs, including the Downtown Streets Team, which offers cleanup crews and job training. The City has only three full time employees dedicated to homelessness services, all of which are funded by the City's General Fund. The City does not receive any direct, ongoing funding from the State or Federal government to support this work.

Last year, the City worked with Davidson Middle School to provide additional security services for children walking to and from the school in close proximity to the Mahon Creek Path Area encampment. In addition, the City took steps to successfully close Lindaro Street to camping, to provide children with a clear path to walk to school. Looking ahead at the 2024-25 school year, the City will be coordinating with Davidson Middle School and the San Rafael City School District to ensure there remains a safe route to school for children.

San Rafael's multifaceted and collaborative efforts underscore a commitment to addressing homelessness through both immediate and long-term solutions.

ANALYSIS:

Proposed Camping Ordinance Amendments

Considering the recent Grants Pass decision and the administrative burden associated with the proliferation of illegal structures being constructed in City parks and public rights of way, staff recommends the City Council adopt an amended ordinance (Attachment 1) further amending the City's regulation of camping on public property. The proposed amendments include the following:

1. **Grant's Pass Amendments:** Provides the City with greater flexibility to either prohibiting camping and/or adopting time, place or manner conditions on camping on public property.
2. **Unpermitted Structures and Building Materials:** Clarifies that no person shall occupy, construct, or erect on public property or affix or tie to public or private property any building, shed, shack, fence, or other structure made of building material or store any building material on public property for camping.

This provision further clarifies that fabric tents, fabric tarps, or other similar non-permanent, removable items may be used for temporary shelter within a campsite, provided they are not affixed to tied to any public property, private real property, vegetation, or infrastructure, except for the use of removable stakes to secure the item into unimproved ground on public property.

3. **Additional Safety Setbacks:** Campsites would be required to be at least 5 feet from the edge of roadway pavement. This is to ensure that campers are a safe distance from passing traffic and that their belongings do not impede the flow of traffic.
4. **Updated Enforcement Provisions:** The enforcement of this amended ordinance proposes to align with the provisions in Governor Newsom's recent [Executive Order](#).

Generally, the City will provide individuals with a 48-hour notice to cure the violation of the Camping Ordinance. However, the City will require immediate removal/abatement when the encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate action.

For violations relating to unpermitted structures and building materials, the proposed ordinance now permits the City to tag the structure with a notice to remove it from public property within 48 hours, again aligning with the Governor's recent [Executive Order](#). If the noticed structure is not removed within that timeframe, the City may immediately remove such structure and restore the public property. This would allow the City to remediate unpermitted structures in a much more efficient manner than the administrative hearing process the City currently has had to utilize to abate unpermitted structures.

It is important to note that the City maintains a standard practice whereby, the City first seeks voluntary compliance and works with its non-profit community service provider partners to provide additional notice and outreach, and where available, offers assistance to affected persons including but not limited to providing new tents and sleeping bags.

5. **Streamlined Definitions:** The proposed amended ordinance consolidates the term "Camp Facility" into the term "Camp paraphernalia." Now "camp paraphernalia" is defined as implements and equipment used for camping, including tents, cots, beds, hammocks, vehicles, other temporary physical shelters, camp facilities, tarpaulins, mattresses, sleeping bags, bedrolls, blankets, sheets, pillows, and cookware or cooking equipment, with the underlined portion representing the prior "Camp Facility" term. The definition for "public-right-of-way" now states the definition found in San Rafael Municipal Code Section 11.04.020(K)

Illegal Structure Enforcement Actions Completed & Underway

The City has been pursuing separate enforcement efforts aimed at addressing the proliferation of illegally constructed structures within the public right of way (SRMC 11.04.030.010) and in City parks (SRMC 19.20.080(Q-R)). Code Enforcement staff recently conducted inspections of encampment areas along Andersen Drive between Irwin Street to Rice Drive, the Mahon Creek Path, Andersen Drive adjacent to Mahon Creek Path, and Francisco Boulevard West between Mahon Creek and Irwin Street. Staff issued notices to remove encampment structures and fences that violated parks and encroachment codes. City Staff noticed 49 sites and gained compliance or abated violations in 42 cases, with 7 still working through a cumbersome administrative hearing process.

All structures that have been the subject of the administrative hearing process have been ordered to be removed by the City's appeal hearing officer, Hon. Beverly Wood (Ret.). The cleanup has included: 16 tons of debris removed on June 20, 2024, from Andersen Drive at Rice & Irwin; and 15 tons of debris removed on July 3, 2024, from Francisco Blvd West. City Staff provided replacement tents to all individuals who had been residing in the removed structures on public property. Boulders were placed along Francisco Blvd. and the area remains clear of camping.

During this and other enforcement actions, the City provides for the storage of personal property for up to 90 days, in accordance with the [City's guidelines](#) for removal and storage of unattended personal property. To note, the City cannot legally deprive someone of their personal property without providing "due process of law." One element of due process is adequate notice. If an individual is present when debris removal/clean-up efforts are occurring, they can be given a

choice of taking their personal belongings with them or abandoning them. But if an individual is not present, case law requires that the City either post a notice on the site before disposing of the personal property or post the site with a notice that all property has been seized and stored so that the individual can retrieve the property within a reasonable time frame.

Current Camping Ordinance Enforcement Plan

With the dismissal of the Boyd lawsuit, the City is focusing its urgent attention to addressing the significantly deteriorated conditions throughout the Mahon Creek Path Area encampment, including Anderson Drive.

In addition to the ongoing structure enforcement activities the City has taken in recent weeks, the City is now engaged in a multi-week effort to bring the Mahon Creek Path and surrounding areas into compliance with the current camping ordinance.

The City's approach to enforcement is described below in four phases:

Phase One: Menzies Parking Lot Enforcement (Week of August 12)

In July 2023, the City Manager issued an Administrative Order temporarily prohibiting camping in or on the non-Open Space portions of the Falkirk Cultural Center and Menzies Parking Lot. This notice was extended in perpetuity on October 2, 2023.

On Tuesday, August 13, 2024, the City Manager lifted the Administrative Order prohibiting camping on the non-open space portions of the Menzies Parking Lot only. With that Order lifted, the City's Camping Ordinance is now in effect for this property. The Camping Ordinance prohibits camping within 250 feet of a school and the Menzies property is within 250 feet of Marin Academy. Given this, the City issued a three-business day notice to the remaining individuals camping at the Menzies Property requiring them to move off of the property. The City will seek to fully restore the property to its original intended purpose by Monday, August 19.

Meanwhile, camping on the Falkirk Cultural Center Property remains prohibited by the Administrative Order.

Phase Two: Restoration of Emergency Vehicle Access on Mahon Creek Path (Week of August 12)

The City is currently noticing all individuals who are currently obstructing the Mahon Creek Path and blocking emergency vehicle access. The City will seek voluntary compliance from individuals, however the City will need to deploy additional resources and waste hauling contractors to haul away a significant number of materials, waste, and other refuse to restore emergency vehicle access. These individuals will need to then comply with the Camping Ordinance by Monday, August 19.

Phase Three: Campsite Size and Private Property Line Setback Compliance (Week of August 19th)

Following the cleanup and compliance efforts of the first two phases, the City will then begin to enforce the regulations where violations occur of the Camping Ordinance's campsite size maximums and setback requirements, most notably the 250 feet from schools, and the 10-foot setback from private property lines and other campsites.

Phase Four: Camping Ordinance Compliance Check (Weeks of August 26 and September 2, and ongoing)

Following the first three phases of this effort, the City will assess the entire Mahon Creek Path Area encampment, as well as all other camp sites in the City, and begin enforcing sites that have fallen out of compliance with the Camping Ordinance. This process will continue on an ongoing basis to ensure full compliance with the City's regulations.

Enforcement activities will be conducted in compliance with SRMC 19.50.050. This means that the City will provide written notices to individuals, providing 72-hours for them to comply with the Camping Ordinance. Those who do not comply by the end of that period will have their campsite abated by the City and its contractors. Throughout this process, the City will engage with non-profit service providers to support impacted individuals. The City will also provide replacement tents when necessary.

The amended ordinance (Attachment 1) proposes to reduce the noticing period to 48 hours and allows the city to require an individual experiencing homelessness to immediately comply with the ordinance when an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal of the encampment. Should the City Council adopt the amended ordinance, these provisions would take effect 30 days from the second reading of the ordinance which would take place at the September 3, 2024, Regular City Council meeting. Until such time we must apply the regulations as defined in SRMC 19.50.050. Until that time, the City must abide by the existing regulations notes above.

Sanctioned Camping Program

State Encampment Resolution Fund (Round 3) Grant Programs.

The California Inter-agency Council on Homelessness (Cal ICH) established the Encampment Resolution Funding, Third Round (ERF3) Program to increase collaboration between itself, local jurisdictions, and continuums of care for the purposes of:

- Assisting local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including short-term needs arising from their unsheltered homelessness and their long-term needs through a path to safe and stable housing; and
- Providing grants to local jurisdictions and continuums of care to support innovative and replicable efforts to resolve critical encampment concerns, and to support individuals in accessing safe and stable housing, using Housing First approaches; and
- Encouraging a data-informed, coordinated approach to addressing unsheltered homelessness at encampments.

The City and the County of Marin partnered on an ERF3 grant application earlier this year. In April 2024, Cal ICH announced its intent to award the County of Marin and the City a total of \$5,999,241 in funding, specifically to jointly address San Rafael's Mahon Creek Path Area Encampment.

The Mahon Creek Path Area encampment includes two branch areas along the Mahon Creek Path and Andersen Drive from Lindaro Street to Rice Drive, as well as a previous branch area on Francisco Boulevard West between Mahon Creek and Irwin Street. At the time of the application, an estimated 65 individuals were residing in the Mahon Creek Path Area encampment. The project is designed to provide help and support to these individuals.

The proposed programs to assist individuals experiencing homelessness at the Mahon Creek Path Area Encampment will be conducted in partnership with the County of Marin's Department of Health and Human Services (HHS). HHS will contract one full-time equivalent (FTE) outreach worker and three FTE Housing-Based Case Managers (HBCM). These staff members will be dedicated to connecting 65 encampment residents to individualized case management, interim

and permanent housing, rapid re-housing subsidies, and other supportive services, with the goal of ending homelessness for these residents and returning the Mahon Creek Path to its originally intended public use.

Additionally, the grant seeks to fund two program phases. In the first phase, the City will establish a sanctioned camping program and make safety/sanitation improvements to the area. This phase will operate as a low-barrier, housing-focused safe sleeping site, and is described in detail below.

Overview of Sanctioned Camping Program

Utilizing the State ERF3 grant funds, the City will establish a sanctioned camping area program along the northern portion of the Mahon Creek Path. The City is proceeding with this location for a number of reasons.

Individuals experiencing homelessness have been camping in this area in recent years. When the City banned camping at Albert Park, members of that encampment relocated to the Mahon Creek Path Area, including a portion of Lindaro Street. In December of last year, the City then banned camping along Lindaro Street due to it being a school route, resulting in more individuals moving to the nearby Mahon Creek Path and along Andersen Drive.

ERF3 grant requires that the funds are used to provide alternative shelter in the general proximity of the existing unsanctioned Mahon Creek Path Area encampment. Given this, the City's ability to establish the sanctioned camping site is constrained. Furthermore, the City does not own land elsewhere that is suitable for this type of program, and the City's diligent year long search for a privately property alternative location for interim/transitional housing sites did not yield results. Lastly, service providers recommend that the City provide a site that individuals can walk to access services and food, and to provide a location that reduces disruption to those currently camping in the area.

The proposed sanctioned camping area will be open to individuals identified as residing in the Mahon Creek Area encampment prior to January 31, 2024 (the submission date of the ERF3 grant application). The sanctioned camping area will include up to 47 tent sites for enrolled participants and be located on the northern portion of the Mahon Creek Path (between Francisco Blvd. West and Lincoln Ave.). City staff anticipate the sanctioned camping area will operate for approximately 12-18 months. The goal of the program is to support these individuals on their path to housing.

Participation in the sanctioned camping area is voluntary and individuals will be prioritized based on the following criteria (in rank order):

1. Plaintiffs in *Boyd v. City of San Rafael*
2. VI-SPDAT¹ Score
3. Length of time residing in the Mahon Creek Path Area encampment
4. Previous participation in the City's Service Support Area

In advance of this, the City will provide notice to all Mahon Creek Path Area encampment residents regarding the new sanctioned camping program, including details on how to register to participate, the code of conduct required to participate, and the requirements for individuals on

¹ VI-SPDAT stands for the *Vulnerability Index – Service Prioritization Decision Assistance Tool* which is designed as a pre-screening or triage tool used by all providers within a community to develop deeper understanding of the needs of people experiencing homelessness and help make prioritization decisions for housing.

the northern portion of the path to work with the City to replace their tents and to adjust their location to an approved camping spot.

The City will also create a no-camping buffer along the southern portion of the Mahon Creek Path. This is a best practice and seeks to limit individuals from camping near the program to take advantage of its services and/or to engage in disruptive behavior that is counter to the mission of the program. Individuals who are camping in the buffer zone and who do not participate in the program will be permitted to camp elsewhere in the City subject to the Camping Ordinance.

The following items outline the proposed temporary infrastructure, service provision, community engagement, and reporting on outcomes.

Sanctioned Camping Site Preparation and Temporary Infrastructure:

1. Safety and Security:

- a. **Gates** - The northern Mahon Path Area, shown in Attachment 7, will be gated on the Lincoln Avenue and Francisco Boulevard West entrances. Both gates will have an Americans with Disabilities Act (ADA) compliant pedestrian entrance, as well as emergency vehicle access.
- b. **Fencing** - Chain link fencing will surround the sanctioned camping location and will be increased to a height of 8 feet.
- c. **Security Guards** – 24/7 security personnel will be on-site to assist with resident safety, uphold the no-visitor policy of the camping location, notify emergency services as needed, and monitor the overall location. Two guards will be stationed at each entrance and a third will regularly walk throughout the camping area at certain times during the day.
- d. **Fire Prevention** – Fire extinguishers will be placed in outdoor cabinet locations throughout the sanctioned camping area. The San Rafael Fire Department will conduct fire safety inspections on a regular basis throughout the camping area.

2. Living and Meeting Spaces:

- a. **Campsites:** The proposed program contemplates up to 47 total campsites, including tent size dimensions of both 7'x7' and 10'x10'. Participants residing in 7'x7' tents will be provided with a storage locker to remain directly outside of their tent for additional storage. Campsites will be placed no less than 6 feet apart within the managed camp location.
- b. **Temporary Office & Staff Storage Units** – Up to two small office units will be placed on-site to be used by housing case managers and outreach staff. One temporary storage container unit will be placed to offer staff a location to store replacement equipment and necessary essentials. The office units may be added later pending the required electrical utility access.
- c. **Meeting Space Canopies:** Shade canopies will be set up to provide meeting spaces for residents, as well as on-site staff.

3. Sanitation:

- a. **Portable Restrooms with Handwashing Stations** - Four standard restroom units and two ADA compliant units will be provided for residents. One restroom will be reserved for security and on-site staff use.
- b. **Garbage Pickup** – Garbage dumpsters will be internally placed at the camping area gates, as well as trash bins throughout the site. Garbage pickup service will be provided regularly by Marin Sanitary Service. Additionally, participants will only be able to keep items inside their campsite areas and not add additional items to the exterior of their tents. On-site staff will work with residents on maintaining their immediate campsite.
- c. **Designated Areas:**
 - i. **Smoking Area:** A designated smoking area will be provided to ensure smoking is safe and restricted to a managed location. Collection receptacles will be located in this area.
 - ii. **Pet Use Area:** An area will be designated for pet use to accommodate residents with dogs. Appropriate bags and garbage facilities will be placed in this area.

Services Provided at the Sanctioned Camping Area:

1. **Housing Case Management and Outreach:** Marin County Health and Human Services will contract with a housing case management provider to have three full-time housing case management staff and one full-time outreach worker dedicated to the Mahon Creek Path Area encampment through ERF3 funding. Participants enrolling in the sanctioned camping program may already be working with a housing case manager from a different agency and may still be eligible for a campsite based on their status as a Mahon Creek Path Area resident prior to January 31, 2024. Eligible participants choosing to enroll in the sanctioned camping program without a current housing case manager will be assigned to an ERF3 staff caseload.
2. **Weekly Shower Service:** the City and County of Marin will continue to partner with WeHope Mobile Homeless Services to provide weekly shower service to the sanctioned camping area.
3. **SAFE Team:** The San Rafael SAFE Team will be available with their services to the community including: emergency response for issues relating to mental health and addiction, as well as non-emergency response for people in need.
4. **Code of Conduct:** Participants will be required to sign and abide by a code of conduct (Attachment 8). This code of conduct details the rules and expectations of participants.

Community Engagement:

1. **Community Stakeholder Zoom Meetings:** City Staff and Defense Block Security contractors will host regular meetings starting two weeks prior to sanctioned camping program participant enrollment. These meetings will provide updates on site developments to the surrounding business community and offer a time to address questions and concerns to both City staff, service providers, the Marin County Lived Experience Board, and the community.

2. **Staff Contact Availability:** City Staff, Defense Block Security contractors, and County of Marin HHS staff will be available to discuss concerns regarding the sanctioned camping area as they arise. Contact information will be provided via QR code on signs posted at the sanctioned camping area gate locations and on the City's website.

Monitoring and Evaluation:

1. **Security Reporting:** Defense Block Security shall complete reports for all incidents or significant interactions with residents, community members, staff members, and for any unusual or general emergency situations. Daily reports will be made available to designated City staff for oversight and review.
2. **Program Management Reporting:** The program management contractor shall maintain accurate records of the resident list, significant interactions with participants, housing placements, resident information, and program outcomes. They will utilize data to inform site improvement recommendations and report on both completed and needed site maintenance. Regular site check-in meetings will be held to report project successes and challenges to City Staff.
3. **City Council & Community Updates:** City staff plan to provide a public update to the City Council on the sanctioned campsite program progress after six months of the site's opening date. The update report will include data points such as the number of participants enrolled, the number of residents transitioned to permanent or temporary housing, barriers to housing placement, case management and outreach activities, neighborhood improvements, services provided to residents, and an ERF3 grant expenditure summary.

Additional Homelessness Program Contracts:

The success of the sanctioned camping program heavily relies on the expertise and commitment of our partners. Earlier this year, the City released a [Request for Proposals](#) (RFP) for the various components of the Sanctioned Camping Area including:

- Property and program management, including operations and security oversight
- Security contractors, trained in de-escalation and harm reduction
- Mobile shower and laundry services,
- Waste management and hauling services (including hazardous material disposal)

As a result of this RFP, staff recommend adopting the resolution (Attachment 2) authorizing the City Manager to negotiate and execute contracts with Defense Block Security, FS Global Solutions, Other Junk Co., and WeHope Showers to ensure comprehensive support and services for the camp residents. These partnerships are crucial in maintaining a safe, clean, and supportive environment, ultimately contributing to the overall stability and success of the sanctioned camp.

By securing these contracts, the City can provide essential services that address the diverse needs of the individuals residing there and fostering a community where individuals have dignity, can improve their health, and work towards housing stability. A discussion of these contractors and their proposed scope of services is below:

1. Defense Block Security (DBS)

Defense Block Security (DBS) specializes in providing security solutions tailored to community needs. Their approach emphasizes the importance of creating a safe environment while maintaining the dignity and respect of all individuals. DBS has extensive experience in managing security for safe sleeping programs, as well as emergency, interim, and supportive housing environments in Sonoma County. Defense Block Security assisted with the launch and security services of Sonoma County's Emergency Shelter Site (ESS) which started with 87 tents and provided services to residents on their path to permanent housing. The City of Rohnert Park contracted with DBS to provide security coverage to the city's Safe Sleeping Program (SSP) in 2022. Defense Block Security worked closely with the City's Public Works, Police Department, Fire Department, Housing and Code Enforcement Divisions to prepare and coordinate the on-site program. DBS was the only contractor on the SSP site for the first 60 days and during that time the Rohnert Park Fire and Police Departments witnessed a 60% decrease in the calls for service. DBS will ensure the safety of camp residents and staff, thereby fostering a secure and supportive atmosphere conducive to recovery and growth.

City Staff have worked with DBS to select the following proposed staffing levels for the duration of the sanctioned camping area. The first three months will carry a daily staffing level of eight security guards on-site, totaling 64 hours per day. After the initial three-month start-up phase, there will be a daily staffing level of seven security guards, totaling 56 hours per day. Proposed staffing levels for each shift throughout the project's duration are outlined below.

DBS will provide mobile guard shacks and ensure all necessary equipment is included. The City will need to provide power, bathroom facilities, and lighting around the guard shacks. DBS staffing and equipment cost information is provided in Attachment 3.

Staff recommend proceeding with a contract not-to-exceed \$850,000, which includes a 7% contingency.

2. Foege Schumann Global Disaster Solutions (FS Global Solutions)

Foege Schumann Global Disaster Solutions (FS Global Solutions) specializes in emergency shelters, rescue support services, and disaster relief. In recent years, FS Global has served nearby communities in Sonoma County by supporting the operations of non-congregate shelters in Rohnert Park and Sonoma County's Emergency Shelter Site.

Based on their previous experience supporting shelter operations, FS Global proposes providing on-site services and 24-hour staffing five days a week. Under this proposed contract, they will:

- Facilitate and complete participant enrollment into the site.
- Conduct regular participant check-ins and assist case management staff in maintaining contact with participants.
- Document and maintain records of participant enrollment, conduct violations, equipment issued, and other pertinent information.
- Respond to emergencies and coordinate with relevant services.
- Issue replacement equipment and/or essential items as needed.
- Educate participants on code of conduct and work with individuals to gain compliance.

- Issue conduct violation warnings and manage termination process when necessary.
- Collaborate with security staff, waste hauling contractor, and mobile shower service provider to maintain site operations.
- Participate in stakeholder engagement and inquiry response, especially from surrounding businesses.

Staff recommend proceeding with a contract not to exceed \$675,000, which includes a 7% contingency.

3. Other Junk Co.

The Other Junk Co. specializes in managing and cleaning up unhoused encampments, particularly those near sensitive environmental areas like creeks. These encampments can pose significant health, safety, and environmental hazards due to the accumulation of trash, waste, and hazardous materials, leading to water pollution and the spread of diseases. The complexity of managing these encampments requires a nuanced approach that respects residents' possessions while ensuring public health and safety.

Founded on principles of sustainability and community support, The Other Junk Co. focuses on repurposing and donating items, furniture, and clothing collected during cleanup operations. This approach not only aids those in need but also significantly reduces the environmental impact of waste, aligning with the City Council's goals and objectives of sustainability.

The Other Junk Co. offers comprehensive services to address the needs of these encampments. They will remove, separate, and dispose of all materials, prioritizing recycling and repurposing to support those in need and minimize environmental impact. Their team is trained to handle hazardous waste safely in compliance with governing regulations, using personal protective equipment and following strict protocols to ensure the safety of everyone involved.

Community engagement is a key component of their philosophy, as they work compassionately with encampment residents, providing essential aid and promoting cleanliness. Additionally, they provide detailed reporting to offer transparency into the cleanup process and demonstrate the positive impact on the community and environment.

The City has contracted with The Other Junk Co. for the ongoing clean-up and waste hauling of the Mahon Creek Path Area encampment in the past. For the sanctioned camping area they will provide similar services during the period the City is establishing the sanctioned camping area for the northern portion of the Mahon Creek Path, as well as the cleanup of the southern portion of the path.

Staff recommend proceeding with a contract not-to-exceed \$650,000 which includes a 10% contingency (Attachment 4).

4. WeHope Showers

WeHope Showers provides mobile shower and hygiene services designed to meet the needs of unhoused populations. Their facilities offer clean, safe, and dignified environments where individuals can attend to personal hygiene, a critical aspect of

maintaining health and self-esteem. By partnering with WeHope Showers, the City will ensure that residents of the sanctioned camp will have regular access to essential hygiene services, thereby enhancing their overall well-being and quality of life.

WeHope's operations will include regular coordination with the City of San Rafael and the County of Marin Health and Human Services Division, as well as quarterly check-ins with City staff.

The City, through the Community Homeless Fund collaboration with the County of Marin, City of Novato, and Town of Fairfax, have contracted with WeHope to provide regular shower services to experiencing homelessness in each jurisdiction. WeHope proposes to increase the frequency of service to offer services specifically for the sanctioned camping area.

Staff recommend proceeding with a contract (Attachment 5) not-to-exceed \$112,400 for both sanctioned camping area services and ongoing services via the Community Homeless Fund.

The ERF3 Grant also includes the purchase of a new shower trailer to replace the current one used by WeHope. Staff will return to the City Council in the coming months to request approval for that purchase.

Additional Homelessness Services Contracts:

5. Downtown Streets Team

Downtown Streets Team is a nonprofit organization that addresses homelessness by providing employment opportunities, case management, and supportive services to individuals experiencing homelessness. Downtown Streets Team has been working closely with the downtown business community to ensure a clean and inviting downtown area since its launch in San Rafael in July of 2013. Their dedicated team responds to reports of trash dumping and actively engages individuals experiencing homelessness in clean-up efforts. Through their unique approach, they not only address cleanliness concerns but also provide opportunities for individuals experiencing homelessness to regain stability and improve their quality of life.

Downtown Streets Team provides regular progress reports, detailing the number of clean-ups conducted, trash dumping incidents addressed, and outcomes achieved in terms of housing placements and employment opportunities. Over the last eleven months, they have facilitated:

- 6,112 hours of cleanup services volunteered by as many as 23 team members (actual volunteer team size fluctuates)
- More than 100,000 gallons of trash removed from Downtown and the Canal neighborhood
- 16 net jobs (10 of these new jobs during the period) lasting more than 3 months
- An 85% retention rate (at least six months)

The FY 2024-25 agreement (Attachment 6) includes a scope of work which prioritizes two goals: 1) engagement of individuals in encampments into housing-focused case

management, and 2) placement of cleanup teams to improve environmental conditions within those encampments. City funding of \$200,000 would be combined with other DST funding sources -- including a \$713,336 contribution from the County of Marin Health and Human Services, and \$83,535 from private contracts.

DST will address encampments, waste-related issues, and provide housing-focused case management to individuals experiencing homelessness. At least 20 team members will focus on encampment "hot spots" while maintaining cleanup efforts in the City's downtown, including Fourth Street, and the Canal neighborhood. DST will be evaluated according to targeted outcomes that include housing-focused case management as a core competency, in addition to its existing employment-focused initiatives. City staff will continue to conduct periodic meetings and evaluations with DST to assess their progress, review monthly progress reports, review the allocation of funds, and ensure alignment with the City's goals and objectives.

City-County Partnership Development

Homelessness is a multifaceted and complicated issue that cannot be solved by one agency alone. Recognizing this, the City of San Rafael and the County of Marin key executives and staff are working collaboratively to create a more intentional and formalized City-County partnership to enhance interagency collaboration and address community needs to address homelessness in San Rafael.

Next Steps

In addition to taking the steps to implement and enforce the City's existing and proposed amended camping regulations, and establishing the sanctioned camping program, staff are working to identify a location for the second phase of the ERF3 Grant. This second phase will fund the creation of an interim, non-congregate shelter that may take the form of a tiny home village similar to what has been implemented in other jurisdictions. This work will require the on-going partnership with the County of Marin and other community partners to ensure that while Marin jurisdictions make investments in permanent supportive housing, similar investments are made toward creating interim shelter and transitional housing to support all individuals experiencing homelessness on their pathway to housing.

COMMUNITY OUTREACH:

Educational and community outreach is a key part of the City's approach to this work. Over the last year, the City has organized a [Zoom Town Hall](#) meeting with San Rafael Public Schools to address school community concerns about encampments near Davidson Middle School previously along Lindaro St. The City also provides regular homelessness update e-newsletter updates, posts answers to [frequently asked questions](#), and publishes videos covering the City's response to homelessness via the [City's website](#). In addition, the City plans to coordinate with the Marin County Lived Experience Advisory Board (MC-LEAB), and individuals currently residing at the unsanctioned encampment, to get their feedback as we work to refine the implementation plan for the sanctioned camping program.

Additionally, City staff and the sanctioned camping program service providers and contractors will host regular meetings starting two weeks prior to sanctioned camping program participant enrollment. These meetings will provide updates on site developments to the surrounding business community and offer a time to address questions and concerns to both City staff, service providers, the Marin County Lived Experience Board, and the community at large.

FISCAL IMPACT:

The costs associated with the establishment of the Sanctioned Camping Area will be funded by a \$1M state appropriation provided by Senator McGuire and the County of Marin as well as approximately \$4M of the \$5M ERF3 Grant. While the County of Marin has yet to receive the ERF3 funds from the State, the County will be able to provide the \$1M from the state appropriation in September, pending authorization from the Marin County Board of Supervisors. The ERF3 Grant must be expended by June 30, 2027.

Costs associated with the site preparation and set-up of the Sanctioned Camping Area is estimated to cost \$500,000. This work includes site engineering, fencing, utility repairs, and other program assets like office spaces, tents, and other furniture, fixtures, and equipment. Contracts for these services and purchases are expected to fall within the City Manager’s signing authority.

The total cost associated with the site preparation, set-up and contract services for Sanctioned Camping Area is \$2,256,500. As shown in Table 1, Staff is requesting an appropriation from the Grants Fund 283 in this amount to support the initial costs and contracts associated with the Sanctioned Camp in order for the City to begin this work immediately.

Start Up Costs	\$	500,000
Defense Block	\$	850,000
FS Global	\$	675,000
We Hope	\$	26,400
Other Junk Co.	\$	165,000
Downtown Streets Team	\$	40,000
Total	\$	2,256,400

Staff is requesting corresponding authorization for the City Manager to execute and enter into contracts for these services, as well as for the Downtown Streets Team (DST) contract, as shown in Table 2. For the Downtown Streets Team (DST) contract, the fiscal impact is \$200,000. Of this, \$40,000 is funded by the ERF3 grant, and \$160,000 is funded by the FY 2024-25 General Fund budget.

Defense Block	\$	850,000
FS Global	\$	675,000
We Hope	\$	112,400
Other Junk Co.	\$	165,000
Downtown Streets Team	\$	200,000
Total	\$	2,002,400

Staff recommends the City Council adopt the Resolution (Attachment 2) which facilitates the requested appropriation of funds and authorization to enter into these agreements.

OPTIONS:

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

1. Approve the staff recommendations.
2. Approve the staff recommendations with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

1. Waive the reading and introduce the Ordinance Amending San Rafael Municipal Code Chapter 19.50 -- Camping on Public Property.
2. Adopt the Resolution appropriating \$2,256,400 from the Grants Fund 283 to support the initial costs and contracts associated with the Sanctioned Camp Area and authorizing the City Manager to execute contracts in the amount of \$2,002,400 for the first phase of the Encampment Resolution Fund Round 3 (ERF3) grant program and other homelessness program services.

ATTACHMENTS:

1. Ordinance
2. Resolution
3. Exhibit A to the Resolution - Defense Block
4. Exhibit B to the Resolution-The Other Junk Co.
5. Exhibit C to the Resolution- WeHope
6. Exhibit D to the Resolution- Downtown Streets Team
7. Sanctioned Camp Site Plan
8. Draft Sanctioned Camp Code of Conduct
9. Correspondence

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 19.50 TO THE SAN RAFAEL MUNICIPAL CODE, ENTITLED “CAMPING ON PUBLIC PROPERTY” REGULATING CAMPING ON PUBLIC PROPERTY WITHIN THE CITY OF SAN RAFAEL

SECTION 1. FINDINGS

WHEREAS, the purpose of this Ordinance is to enact regulations to address camping in or on public property in the City of San Rafael. The City Council has authority to adopt this Ordinance pursuant to the California Constitution Article XI, section 7; and

WHEREAS, the City Council recognizes that camping in the City by persons with no alternative shelter, and the activities often attendant with camping, have created adverse public health, safety, and welfare conditions for the public, including those who live in the City’s encampments; and

WHEREAS, the City, along with the County of Marin and community partners, has been and is undertaking extensive actions to assist unsheltered persons in the City and region to find shelter and needed services; and

WHEREAS, on June 28, 2024, the Supreme Court issued its decision reversing the Ninth Circuit Court of Appeals in *Grants Pass v. Johnson* finding that the City of Grants Pass had not violated the “Cruel and Unusual Punishments” clause of the Eighth Amendment to the United States Constitution by prohibiting camping on public property when the City could not establish that there was enough alternative shelter available to accommodate the number of individuals experiencing homelessness in the community; and

WHEREAS, on July 25, 2024, Governor Gavin Newsom issued Executive Order N-1-24 instructing State agencies to prioritize the humane removal of encampments, including conducting site assessments, providing advance notice, offering outreach services, and personal property storage for at least 60 days, and encouraging local governments to adopt policies consistent with the order; and

WHEREAS, the City Council recognizes and finds that there are public health and safety hazards and public nuisance activities and conditions frequently associated with camping on public property, and that there are certain public properties where the existence of campsites is incompatible with the necessary use of the property by the public, or where camping presents unacceptable hazards and/or costs to the City’s operations and to the public; and

WHEREAS, some unsheltered persons in the City live in temporary shelters on public property, such as tents and tarps, and accumulate, store, or leave behind personal property, garbage, waste, and biohazards; and

WHEREAS, camping on public property can lead to damage to public property, or hindrance of the operation or protection of public infrastructure and utilities, creating a potential health and safety hazard; and

WHEREAS, camping on public property can have a deleterious impact on the public use of public property, businesses, private real property, and economic development within the City; and

WHEREAS, in July 2023, the City Council adopted Ordinance No. 2030, setting new spacing and density rules and other restrictions for camping on public property by persons with no

alternative shelter available; and

WHEREAS, in the case of Boyd et al. v. City of San Rafael, N.D. Cal., Case No. 23-cv-04085- EMC (“Boyd”), the Court issued a Preliminary Injunction Order under which the City was permitted to enforce Ordinance No. 2030 under Court-modified rules which were operationally impractical to implement, particularly as they involved procedures to administer the Ordinance’s spacing and density requirements; and

WHEREAS, in May 2024, the City Council adopted Ordinance No. 2035, which modified the regulations adopted through Ordinance No. 2030 by allowing campsites of up to 200 square feet for one person and 400 square feet for up to 4 persons camping together; eliminating the 200-foot spacing requirement; requiring a 10-foot safety clearance around each campsite and 10-foot setbacks from other campsites, public utility infrastructure, and private real property; specifying enforcement notice and due process requirements; and making other language changes set forth in the Ordinance; and

WHEREAS, by this Ordinance, the City Council seeks to modify the regulations adopted in Ordinance Nos. 2030 and 2035 to make amendments in light of the recent Supreme Court decision in Grants Pass v. Johnson, to clarify prohibitions against the construction of unpermitted structures and use of building materials for camping on public property, to provide additional safety setbacks from roadways, to update enforcement provisions to align with Governor Newsom’s Executive Order 1-N-24, and making other language changes set forth in the Ordinance; and

WHEREAS, by amending the City’s camping regulations, the City’s goal is to effectively regulate and enforce camping laws for the health and safety of all of the public, including residents who are experiencing homelessness; and

WHEREAS, for the reasons set forth above, this Ordinance is declared by the City Council to be necessary to protect public health, safety, and welfare; preserve public property for the enjoyment and safety of all members of the public; enhance and preserve the orderly administration and management of public property; and preserve, protect, and prevent damage to public resources, and the recitals above taken together constitute the City Council’s statement of the reasons for adopting this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

SECTION 2. AMENDMENTS TO SAN RAFAEL MUNICIPAL CODE CHAPTER 19.50

Chapter 19.50 of the San Rafael Municipal Code, entitled “Camping of Public Property” is hereby amended in its entirety to read as follows:

Chapter 19.50 - CAMPING ON PUBLIC PROPERTY

19.50.010. - Purpose.

The purposes of this chapter include but are not limited to: protecting public health, safety, and welfare; preserving public property for the enjoyment and safety of all members of the public; enhancing and preserving the orderly administration and management of public property; and preserving, protecting, and preventing damage to public resources. This chapter prohibits conduct that unreasonably interferes with the administration and lawful uses of public property by establishing reasonable time, place, and manner conditions related to camping on public property.

19.50.020 - Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. "Camp" or "Camping" means use of space on public property for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or using any tents or shelter or other structure or vehicle for sleeping. The above-listed activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are using the area as a living accommodation regardless of the nature of any other activities in which they may also be engaging.
- B. "Camp paraphernalia" means implements and equipment used for camping, including tents, cots, beds, hammocks, vehicles, other temporary physical shelters, tarpaulins, mattresses, sleeping bags, bedrolls, blankets, sheets, pillows, and cookware or cooking equipment.
- C. "Campsite" means the primary physical area of occupation of one person camping or up to four persons camping together, inclusive of camp facilities, camp paraphernalia, and personal property.
- D. "Open space property" means any area described in San Rafael Municipal Code Section 19.10.020. The city will maintain on its public website and in hard copy at the City Clerk's office a map of all open space property meeting this definition.
- E. "Playground" means an improved outdoor area designed, equipped, and set aside for children's play in a park or school that is not intended for use as an athletic playing field or athletic court, and also includes any playground equipment, fall zones, surface materials, access ramps, and all areas within and including any designated enclosure and barriers.
- F. "Public facility" means any building or structure on public property, whether secured, unsecured, locked, unlocked, open, or enclosed, as well as any area of public property enclosed by a locked fence.
- G. "Public property" means any real property within the jurisdiction of the City of San Rafael, which is owned, managed, or controlled by the City of San Rafael.
- H. "Public right-of-way" means land which by written instrument, usage or process of law is owned by, reserved for or dedicated to the public use for street or highway purposes, or other transportation purposes, whether or not such land is actually being used or developed specifically for those purposes.
- I. "Public utility infrastructure" means public bathrooms or infrastructure and equipment used to provide public utility services, including electricity, gas, water, stormwater, telecommunications, and sanitation services.

- J. "School" means any public or private institution of educational learning up to and including grade 12.
- K. "Sidewalk" means any area in the city provided for the use of pedestrians, including planting areas, driveway approaches, and parking strips, between the public vehicular roadway and the edge of public right-of-way bordering, fronting, or adjacent to private real property.
- L. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.
- M. "Vehicle" means any wheeled conveyance, whether motor-powered or self-propelled, and includes any trailer in tow of any size, kind, or description.

19.50.030 - Prohibited Camping on Certain Public Property.

A. Prohibited Camping

1. Open space property. No person or persons shall camp in or on any open space property, or portion thereof.
 2. Parking garages. No person or persons shall camp in or on the premises of any parking garage, or portion thereof, owned or operated by the city.
 3. Public facilities. No person or persons shall camp in or on any public facility, or portion thereof, or in a manner that obstructs, blocks, or otherwise interferes with access to a public facility or private real property.
 4. Playgrounds. No person or persons shall camp within 100 feet of any playground.
 5. Schools. No person or persons shall camp within 250 feet of the property boundary of any school.
 6. Public right-of-way and sidewalks. No person or persons shall camp in or on any public right-of-way or sidewalk, or portion thereof, or in a manner that obstructs, blocks, or otherwise interferes with use of or access to a public right-of-way or sidewalk.
- B. The city council or city manager may, by resolution or administrative order, absolutely prohibit camping, or adopt time, place, or manner conditions on camping, at any time in or on one or more public properties, or portion thereof.
- C. The city shall maintain on its public website and in hard copy at the city clerk's office a current citywide map of all public property parcels prohibited to camping by subsections (A)(1), (A)(2), (A)(4), (A)(5), and (B) of this section 19.50.030.

19.50.040 - Prohibited Camping on Other Public Property; Exception.

A. As to public property not listed as prohibited for camping under Section 19.50.030, no person shall camp on such other public property, except as set forth below.

B. Time, place, and manner conditions:

1. Campsite size and occupancy.

- a. No campsite occupied by one person shall exceed an area of 200 sq. ft., inclusive of camp paraphernalia, and personal property.
- b. No campsite occupied by more than one person shall i) exceed an occupancy of four persons or ii) exceed an area of 400 sq. ft., inclusive of camp paraphernalia, and personal property.
- c. All camp paraphernalia, and other personal property shall be stored and kept within the maximum permitted campsite area.
- d. Items stored or discarded outside of the maximum permitted campsite area shall be presumed to be unattended personal property or trash or debris and may be stored or discarded by the city.
- e. No person shall establish or occupy more than one campsite.

2. Clearance and setbacks.

- a. A minimum clearance of 10 feet around all sides of any campsite allowed under this section shall be maintained free and clear of trash, debris, and personal property, including but not limited to camp facilities and camp paraphernalia. Items stored or discarded within the 10-foot clearance area shall be presumed to be unattended personal property or trash or debris and may be stored or discarded by the city.
- b. No campsite may be established or occupied within 10 feet of any other campsite allowed by this section, public utility infrastructure, or private real property, including a fence of such property.
- c. No campsite may be established or occupied within 5 feet of the edge of pavement of a roadway open to the use of the public for purposes of vehicular traffic.

3. Unpermitted structures and building materials. No person shall occupy, construct, or erect on public property, or affix or tie to public or private property, any building, shed, shack, fence, or other structure made of building material, or store any building material on public property for camping. For purposes of this paragraph, "building material" includes wood, steel, concrete, stone, brick, masonry, plastic, cement composites, glass, sand, or other similar material of a type and quantity normally used for construction purposes.

- a. Exception: Fabric tents, fabric tarps, or other similar non-permanent, removable items may be used for temporary shelter within a campsite, provided they are not affixed or tied to any public property, private real property, vegetation, or infrastructure, except for the use of removable stakes to secure the item to unimproved ground on public property.
- b. Exception: Removable plastic pallets or sandbags may be used to temporarily raise a tent or other camp facility off of the ground, provided that such items are not affixed or tied to any public property, private real property, vegetation, or infrastructure.

19.50.050 - Violations; Enforcement.

- A. In addition to enforcement as described below, the City may enforce this chapter pursuant to chapters 1.42, 1.44, and 1.46; provided, however, that no person shall be charged with a criminal violation unless their unlawful conduct is knowing or willful.
- B. The city manager or their designee shall be responsible for enforcement of this chapter.
- C. For a violation of section 19.50.030(A)-(B), the city manager or their designee may require the person in violation to immediately cease the prohibited camping.
- D. For violation of section 19.50.040(B)(1)-(2), related to the size, occupancy, and clearance or setbacks of a campsite, the person camping shall be given 48 hours to come into compliance with this chapter. The city manager or their designee shall provide upon request a physical demarcation of the allowed boundary to assist the person camping to comply with this chapter.
- E. Unpermitted structure. For a violation of section 19.50.040(B)(3), related to an unpermitted structure, the structure shall be tagged with a notice to remove the structure from public property within 48 hours. If the noticed structure is not removed from public property within 48 hours of notice, the city manager or their designee may immediately remove such structure and restore the public property.
- F. Exigent Circumstances. For a violation of section 19.50.040(B)(1)-(2) whereby there is an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate action, the City Manager or their designee may require the person in violation to immediately cure the violation. The City Manager or their designee shall provide as much advance notice as reasonable under the circumstances.

19.50.060 - Conflict with Other Regulations.

To the extent that there is any conflict with any other provisions of this code, the standards and regulations of this chapter shall prevail.

SECTION 3. COMPLIANCE WITH CEQA

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the city. The city council hereby finds that under section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 4. SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared to be severable. If for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases, and the remaining portions of this Ordinance shall continue in full force and effect unless amended or modified by the city.

SECTION 5. EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published and circulated in the City of San Rafael and shall be in full force and effect 30 days after its adoption. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for and against the Ordinance.

THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 19th day of August 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the 3rd of September 2024, by the following vote, to wit:

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

Kate Colin, Mayor

ATTEST:

Lindsay Lara, City Clerk

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SAN RAFAEL**

APPROPRIATING \$2,256,400 FROM THE GRANTS FUND 283 TO SUPPORT THE INITIAL COSTS AND CONTRACTS ASSOCIATED WITH THE SANCTIONED CAMP AREA AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS IN THE AMOUNT OF \$2,002,400 FOR THE FIRST PHASE OF THE ENCAMPMENT RESOLUTION FUND ROUND 3 (ERF3) GRANT PROGRAM AND OTHER HOMELESSNESS PROGRAM SERVICES

WHEREAS, Homelessness remains a significant challenge across the United States and San Rafael is no exception; and

WHEREAS, the City Council through their Fiscal Year 2023-24 and 2024-25 Goals and Objectives has made Housing and Homelessness one of their top priorities; and

WHEREAS, The California Interagency Council on Homelessness (Cal ICH) established the Encampment Resolution Funding, Third Round (ERF3) Program to increase collaboration between itself, local jurisdictions, and continuums of care for the purposes of (1) Assisting local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including short-term needs arising from their unsheltered homelessness and their long-term needs through a path to safe and stable housing; (2) Providing grants to local jurisdictions and continuums of care to support innovative and replicable efforts to resolve critical encampment concerns, and to support individuals in accessing safe and stable housing, using Housing First approaches; and (3) Encouraging a data-informed, coordinated approach to addressing unsheltered homelessness at encampments; and

WHEREAS, The City and the County of Marin partnered on an ERF3 grant application earlier this year. In April, Cal ICH announced its intent to award the County of Marin and the City a total of \$5,999,241 in funding; and

WHEREAS, the City and County proposed utilizing the funds to address San Rafael's largest encampment, and Marin County's largest urban encampment, known as the Mahon Creek Area encampment, in two phases; and

WHEREAS, the first phase, the City will sanction an area for camping and make safety/sanitation improvements to the encampment area. This phase will operate as a low-barrier, housing-focused safe sleeping site, and is discussed in the staff report accompanying this resolution; and

WHEREAS, once it becomes feasible, the City will replace the sanctioned camp with a non-congregate, housing-focused, interim shelter program at a site still to be identified within the City; and

WHEREAS, the first phase requires several contractors to support the development and operation of the sanctioned camping site and issued and completed a Request for Proposals process to solicit and identify potential contractors to provide these services; and

WHEREAS, the City has identified Defense Block Security to sanctioned camp area provide security services in an amount not to exceed \$850,000 as detailed in Exhibit A to this Resolution; and

WHEREAS, The City has identified the Other Junk Company to provide sanctioned camp area and encampment waste hauling services in an amount not to exceed \$165,000 as detailed in Exhibit B to this Resolution; and

WHEREAS, the City has identified WeHope to provide shower services for the sanctioned camp area and in accordance with services provided through the Community Homeless Fund in an amount not to exceed \$112,400 as detailed in Exhibit C to this Resolution; and

WHEREAS, the City has identified FS Global to provide sanctioned camping area program and property management services in an amount not to exceed \$675,000; and

WHEREAS, the City funds additional annual Homelessness Program Services through a contract with the Downtown Streets Team in an amount not to exceed \$200,000 as detailed in Exhibit D to this Resolution.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of San Rafael does hereby appropriate and allocate \$2,256,400 from the Grants Fund 283 to support the initial costs and contracts associated with the Sanctioned Camp Area, and

FURTHER BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute and enter into agreements for services referenced in this Resolution and attached hereto as Exhibits A through D in the cumulative amount not to exceed \$2,002,400 for the first phase of the Encampment Resolution Fund Round 3 (ERF3) grant program and other homelessness program services as detailed in the accompanying staff report to this resolution.

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 on the 19th day of August 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL ADOPTING AMENDMENTS TO THE CITY OF SAN RAFAEL BUDGET FOR FISCAL YEAR 2023-24 FOR THE PURPOSE OF CONFIRMING AUTHORIZED APPROPRIATIONS AND TRANSFERS

WHEREAS, the City Council approved Resolution No. 15221 adopting the fiscal year 2023-2024 budget; and

WHEREAS, the City Council approved other actions during the fiscal year to authorize spending; and

WHEREAS, as part of the fiscal year-end closing process, staff has reviewed and analyzed actual revenues, expenditures and transfers through June 30, 2024, has identified a need for additional budget adjustments, and has submitted its analysis and recommendations in a report to the City Council; and

WHEREAS, after examination, and due consideration, the City Council has accepted the same report and recommendations;

NOW, THEREFORE, BE IT RESOLVED, by the San Rafael City Council that Resolution No. 15221 for fiscal year 2023-2024 is further amended to authorize the following adjustments to resources and appropriations to selected funds:

Revenues:					
Fund	Current Budget	Resources	Transfers in	Revised Budget	
001 - General Fund	100,017,060		300,000	100,317,060	
242 - Measure C Wildfire Prevention Parcel Tax	1,956,238	750,000		2,706,238	
281 - Grants Fund - Safety	683,099		13,282	696,381	
420 - Measure E-Public Safety Facility	-		450,000	450,000	
Total Revenue Adjustments		750,000	763,282		
Expenditures:					
Fund	Current Budget	Appropriations	Transfers out	Revised Budget	
001 - General Fund	104,465,324	-	450,000	104,915,324	
216 - Measure G - Cannabis	180,246		300,000	480,246	
242 - Measure C Wildfire Prevention Parcel Tax	2,449,464	750,000		3,199,464	
Total Expenditure Adjustments		750,000	750,000		

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 special meeting of the Council of said City on Monday, the 19th day of August 2024 by the following vote, to wit:

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

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
DEFENSE BLOCK SECURITY
FOR SECURITY SERVICES IN SANCTIONED CAMPS**

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 DEFENSE BLOCK SECURITY, a California corporation (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 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

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

\$850,000. This amount includes contingency funds in the amount of \$52,328, which would not be used without written authorization from the **CITY**.

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.

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 one (1) year from the Effective Date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Homelessness and Housing Analyst, Mel Burnette 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**. Denise Little 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 Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** 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 Indemnitees** 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 Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** 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 Indemnitees**) 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:

Mel Burnette
Homelessness and Housing Analyst
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Denise Little, Director of Operations
9238 Old Redwood Hwy Ste 202
Windsor, CA 95492

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: ROBERT F. EPSTEIN, 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.



Defense Block Security (DBS)
9238 Old Redwood Hwy Suite 202
Windsor Ca 95492
707-843-7194

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Defense-Block Security will furnish licensed, uniformed, and trained security personnel 24 hours per day (or hours specified by the City), in the amounts requested by the City of San Rafael. The security guards will conduct random foot patrols of the site and provide security check-ins to any entrance and exits. Security will work as a team to identify suspicious and/or illegal behavior and report potential criminal behavior to the City and San Rafael Police Department when appropriate. The primary function of unarmed security is to deter criminal acts or behavior and observe and report. Security guards will be responsible for assisting in any emergency situation and observe and report criminal acts to Public Safety.

The security guards shall perform services to include: reporting any suspicious or criminal activity to City and/or Public Safety personnel, deterring loiterers or individuals in violation of city ordinances, and reporting any and all vandalism and safety/hazardous conditions (to include dangerous drug paraphernalia, hazardous material or weapons). The guards shall be available for security escorts for the City or staff to and from their parked vehicles when security staffing allows.

Defense Block Security has extensive and unique experience in facilitating a safe and organized transitional living site. Defense Block Security is experienced in customer service, de-escalation communication techniques, and firm, fair and compassionate security services. DBS will conduct walking patrols in the encampment on a regular basis, interacting with residents and maintain perimeter security of the encampment fencing; perform inspection, detection, and investigation of all security-related incidents, violation of rules and regulations, and matters of public safety and report the same to the appropriate authorities or designated personnel; prepare and submit written reports as directed by the City of San Rafael; respond promptly and appropriately to all security-related emergencies and assist service providers and the City with escorts on site and general security issues while personnel are on site.

The City reserves the right to request a change in staffing level at any time during this contract. If the City wishes to request a reduction in security staffing level, the City Project Manager will provide Defense Block Security notice in writing at least 15 business days before the change would take effect. Whenever possible, the City Project Manager will provide additional notice of change in staffing level.

General Duties:

Security staff will provide on uniformed security of the site through the duration of all shifts; guards should be on foot patrol for their shift. Guards will enforce all site rules as posted. Security will keep track of residents who are on site via a method designed and implemented by the City. Security staff will maintain the confidentiality of all residents and on these sites. Security will brief with City and/or service providers at beginning and end of shift to share any and all pertinent information.

Required Duties:

- Frequent foot patrols of the entire site (guards will be recommended to work in pairs for first 90 days), provide a visible presence to discourage vandalism, unauthorized entry, and personal threats between residents, staff, and community members. Encourage the "good neighbor" philosophy within the site and surrounding neighbors.
- Make scheduled and unscheduled rounds within the site, ensuring general order and safety.
- Notify appropriate law enforcement immediately of serious offenses.
- Interface immediately with law enforcement and be a good witness.
- Appear for work promptly, in uniform, and on time.
- Wear uniform and badges to easily identify themselves as an unarmed security professional.
- Drive safely and slowly onto the site and in designated parking areas
- Be equipped with portable radios communication devices so security may speak to each other throughout the camp.
- Visual searches of resident property will be conducted upon every entry. Unauthorized/prohibited items will not be allowed on site and resident will be denied entry if in possession of "weapon" as defined by the posted rules. All residents will be asked to submit to searching with a security wand. Security will document and report all search refusals and notify provider for follow up.

Reports:

- Defense Block Security (DBS) shall complete reports for all incidents or significant interactions with residents, community or staff members as well as unusual or general emergency situations. Reports will be made available to designated City staff.

Personnel:

Unarmed security guards assigned to perform work under this Agreement shall wear uniforms at all times. The uniform will clearly identify the Contractor and the name of the individual working. The unarmed security professional employed by the Contractor under this Agreement shall:

- Be able to communicate effectively in both written and oral English.
- Possess a valid California Driver's License.
- Have successfully completed the educational requirements and successfully passed

the examinations required by the State of California, Department of consumer Affairs, including the Power of Arrest course

Equipment:

Contractor shall furnish all equipment agreed upon necessary to perform the assigned and agreed upon duties. Guards will have access to:

- Flashlights
- Portable Radios
- Basic First Aid Kit
- Security Wand (for searching)
- All reporting and documentation supplies (cellular phones, digital reporting and scheduling system)
- All PPE necessary; sanitation and cleaning supplies
- 2 portable guard shacks leased to the City of San Rafael
- Narcan units at each guard shack

Pricing/Equipment/Staffing Recommendations: Budget \$850,000 for 1 year

Staffing recommendations/Pricing:

During build of fencing and encampment: first 30 days

Month 1 (30 days) (if less than 10 residents on site)

Hourly: \$36.50/hr per guard

Dayshift: 2 guards

Swingshift: 2 guards

Graveshift: 2 guards

48 hours of security service daily

Cost: \$36.50/hr per guard

Monthly approximate cost: \$54,330.00 (with 2% ins fee and PPE/Shack rental)

Months 2-4 (90 days)

Hourly: \$36.50 per guard

Hourly: \$33.00 per hour for Covershift #2

Dayshift: (2 guards)

Day/swing Covershift: (#1); 1 guard

Swingshift: 2 guards

Swing/Grave Covershift: (#2); 1 guard

Graveshift: 3 guards

64 hours of service per day @\$36.50

8 hours per day @ \$33.00/hr

Monthly approximate Cost: \$80,279.00 (with 2% ins fee and PPE/shack rental)

Months 5-10 (180 days)

Hourly: \$36.50/hr

Dayshift: 2 guards

Swingshift: 2 guards
Covershift: 1 guard
Graveshift: 3 guards

64 hours of security service daily

@\$36.50/hr

Monthly approximate cost: \$74, 583.00 (with 2% ins fee and PPE/guard shack rental)

Months 11-12 (last 60 days of project through closure)

Hourly : \$36.50/hr

Dayshift: 2 guards

Swingshift: 2 guards

Graveshift: 3 guards

56 hours of security service daily

@\$36.50/hr

Monthly approximate cost: \$63,265.50 (with 2% ins fee and PPE/guard shack rental)

Annual approximate cost:

Month 1: \$54, 330.00

Months 2-4: \$240,837.00

Months 5-10: \$ 372,915.00

Months 11-12: \$ 126,530.00

Holiday pay: (July 4, Thanksgiving, Christmas, New Years Day)

@\$45/hr : add'l cost approximately: \$3,060.00

Total: \$ 797672.00 (for 1 year, 12 calendar months); leaves excess in “bank” for extension of up to 1 month during closure (\$52,328.00)

Care Provider staffing suggestions:

With this staffing model through the entire 1 year of the site, the concern over care provider coverage being 24 hours per day can be alleviated some.

Suggestions for care provider scheduling:

Daytime coverage (for provider) is the least critical timeframe. Scheduling a care provider daily is optimal during hours of: **2pm-6am**... leaving 8hours daily vacant of a service provider to assist with costs. Most residents are gone during these hours (6am-2pm), or sleeping. Any issue, problem, or question that may come up that is not immediate and/or meet the threshold of police or emergency services can be reported and followed up when service provider is on site.

Additionally, City or County social service or mental health services are open and an option during business hours.

Optimal schedule for provider:

7 days per week, 2pm-6am

Power/Electricity issues:

Power source and PGE partnerships can be difficult. Defense Block Security can start a project prior to PGE electrical foundations with generator power sources. Generators would be required for proper lighting at search entrance areas, and power to the guard shacks.

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**.

**CONTRACT
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
THE OTHER JUNK CO. LLC
FOR ENCAMPMENT TRASH REMOVAL SERVICES**

This contract ("Contract") is entered into by and between the City of San Rafael ("City") and The Other Junk Co. LLC ("Contractor"), a California Limited Liability Company, for work on the City's Encampment Trash Removal ("Project") and is effective on _____ ("Effective Date").

The parties agree as follows:

1. Scope of Work. Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in **Exhibit A, Scope of Work and Bid Proposal**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control.

1.1 Subcontractors. Contractor acknowledges that it has listed all subcontractors it will subcontract with to complete the Work in **Exhibit B, Subcontractor List**.

2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 2.1** Contract;
- 2.2** Addenda, if any;
- 2.3** Exhibit A – Scope of Work and Bid Proposal;
- 2.4** Exhibit B – Subcontractor List;
- 2.5** Exhibit C – Insurance Requirements.

3. Contract Price. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor a not to exceed amount of \$165,000 (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal set forth in **Exhibit A** and the payment provisions contained herein. This amount includes a 10% contingency, in the amount of \$15,000, which would not be used without written authorization from City.

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

4. Contract Term. Unless otherwise set forth in this Contract or unless this paragraph is subsequently modified by a written amendment to this Contract, the term of this Contract shall begin on July 1, 2024 and terminate on June 30, 2025.

5. Standard of Care. All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.

6. Permits and Licenses. Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license provided in Section 1, and a City business license.

7. Indemnification. Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers (the "Indemnitees") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorneys' fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work or failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.

8. Insurance. Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage provided in **Exhibit C, Insurance Requirements**, at no cost to City.

9. Labor Code Compliance. Unless the Contract Price is \$1,000 or less, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

9.1 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

9.2 Working Day. Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.

9.3 Payroll Records. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Contract Price is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

9.4 Apprentices. If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

9.5 DIR Monitoring, Enforcement, and Registration. This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR to perform

public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Contract Price is for under \$25,000.

10. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

11. Termination.

11.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

11.2 Termination for Default. The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

12. Dispute Resolution. Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

13. Waiver. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

14. Warranty. Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

15. Worksite Conditions.

15.1 Clean and Safe. Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis Contractor must remove and properly dispose of debris and waste materials from the Work site.

15.2 Inspection. Contractor will make the Work accessible at all times for inspection by the City.

15.3 Hazardous Materials. Hazardous materials handling and disposal shall be as specified in Exhibit A.

16. Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

17. Non-Discrimination. No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

18. Independent Contractor. City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

19. Assignment of Unfair Business Practice Claims. Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

20. Notice. Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

To **CITY's** Representative:

Mel Burnette
Homelessness and Housing Analyst
1400 Fifth Avenue
San Rafael, CA 94901

To **CONTRACTOR's** Representative:

Andrew Salter
Owner
49 Huntington Way
Petaluma, CA 94952

21. General Provisions.

21.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

21.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

21.3 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

21.4 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

21.5 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

21.6 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

21.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

21.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

21.9 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.]

The parties agree to this Contract as witnessed by the signatures below:

CITY OF SAN RAFAEL:

CONTRACTOR:

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By: ROBERT F. EPSTEIN, City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A: Scope of Work and Bid Proposal
Exhibit B: Subcontractor List
Exhibit C: Insurance Requirements

Exhibit A
SCOPE OF WORK AND BID PROPOSAL

The Work to be performed by **CONTRACTOR** under this Agreement is more fully described in this Exhibit A.

1. Trash, Waste, and Debris Removal: The Contractor shall undertake the proper removal, separation, and disposal of all trash, waste, and debris as directed by the City of San Rafael, San Rafael Police Department and San Rafael Community Development Department. This includes materials present within unhoused encampments within designated areas. The Contractor acknowledges that removal shall not extend to items considered the property of encampment residents.

2. Creek Cleanup: The Contractor shall also be responsible for the removal of trash and debris along the creek in areas designated by the Client, specifically along the Mahone path.

3. Hazardous Waste Handling: All hazardous materials and waste encountered during the execution of services shall be handled and properly disposed of at the Household Hazardous Waste facility in compliance with all applicable federal, state and local laws and regulations.

4. Community Engagement: The Contractor shall engage with residents of encampments, encouraging cooperation in maintaining cleanliness. This may include distributing bags and essential clothing items to aid in waste containment and hygiene.

5. Reporting: The Contractor shall provide updates to the City detailing the progress of services rendered, including quantities of waste removed and any notable observations or challenges encountered.

For the services described above, City will pay Contractor as follows:

\$750 per load

\$150/hr per crew member

\$50 surcharge fee for mattress, large appliance, hazardous waste, concrete, electronic waste, wood debris, construction site waste, furniture, or any other items deemed as such at Contractor's discretion. Contractor will notify the City's representative, or their designee, before removing items where the surcharge fee will apply.

\$750 same-day cancellation fee. This fee will apply when City cancels service on the same day it is scheduled to take place.

Exhibit B
SUBCONTRACTOR LIST

Contractor hereby certifies that each and every Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the total Contract Price, is provided below along with a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the total Contract Price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

Exhibit C
INSURANCE REQUIREMENTS

Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage required in this Exhibit C to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

1. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

2. Liability. Commercial General Liability ("CGL") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

3. Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

4. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

5. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

(a) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

(e) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

**SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
WEHOPE
FOR FY 24-25 MOBILE SHOWER SERVICES**

This contract ("Contract") is entered into by and between the City of San Rafael ("City") and WeHope ("Contractor"), a California nonprofit Corporation, for work on the City's FY 24-25 Mobile Shower Services ("Project") and is effective on _____ ("Effective Date").

The parties agree as follows:

- 1. Scope of Work.** Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in **Exhibit A, Scope of Work and Bid Proposal**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control.
- 2. Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:
 - 2.1** Contract;
 - 2.2** Addenda, if any;
 - 2.3** Exhibit A – Scope of Work and Bid Proposal;
 - 2.4** Exhibit B – Insurance Requirements.
- 3. Contract Price.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor a unit price of \$550 per shower session provided, for a total not to exceed amount of \$112,400 (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, and all overhead costs, in accordance with the Scope of Work set forth in **Exhibit A** and the payment provisions contained herein.
 - 3.1 Payment.** Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. Contractor will submit itemized invoices that include the number of shower sessions provided and reporting as described in **Exhibit A**. City will pay Contractor within thirty (30) days of City's receipt of invoice.
- 4. 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 July 1, 2024 and terminate on June 30, 2025.
- 5. Standard of Care.** All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.
- 6. Permits and Licenses.** Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to a City business license.
- 7. Indemnification.** Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and

volunteers (the “Indemnitees”) from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorneys’ fees, expert witness fees, and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work or failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers’ Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.

8. Insurance. Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage provided in **Exhibit B, Insurance Requirements**, at no cost to City.

9. Termination.

9.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City’s instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City’s termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

9.2 Termination for Default. The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor’s refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

10. Dispute Resolution. Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

11. Waiver. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

12. Warranty. Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City’s acceptance of the Work for the Project as complete (“Warranty Period”). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

13. Worksite Conditions.

13.1 Clean and Safe. Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis Contractor must remove and properly dispose of debris and waste materials from the Work site.

13.2 Inspection. Contractor will make the Work accessible at all times for inspection by the City.

13.3 Hazardous Materials. Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

14. Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

15. Non-Discrimination. No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

16. Independent Contractor. City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

17. Assignment of Unfair Business Practice Claims. Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

18. Notice. Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

To **CITY's** Representative:

Mel Burnette
Homelessness and Housing Analyst
1400 Fifth Avenue
San Rafael, CA 94901

To **CONTRACTOR's** Representative:

Alicia Garcia
Chief Operating Officer
1854 Bay Road
East Palo Alto, CA 94303

19. General Provisions.

19.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

19.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

19.3 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

19.4 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

19.5 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

19.6 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

19.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

19.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

19.9 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.]

The parties agree to this Contract as witnessed by the signatures below:

CITY OF SAN RAFAEL:

CONTRACTOR:

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By: ROBERT F. EPSTEIN, City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A: Scope of Work and Bid Proposal

Exhibit B: Insurance Requirements

Exhibit A
SCOPE OF WORK AND BID PROPOSAL

The Work to be performed for **CITY** by **CONTRACTOR** under this Agreement is more fully described in this Exhibit A.

The Homelessness and Housing Analyst is the PROGRAM MANAGER for the City. Programs and Services covered under this Agreement:

Operation of Mobile Showers:

- A. **CONTRACTOR** will adhere to the Shower Schedule attached to this Scope; any change to the Shower Schedule or locations must be approved by PROGRAM MANAGER in writing.
- B. In the event of any unexpected schedule change **CONTRACTOR** will inform PROGRAM MANAGER and operational contacts at any affected shower location at least 12 hours prior to change (including reasons for change).
- C. **CONTRACTOR** will provide a report of the number of showers provided (duplicated or otherwise) with each invoice.
- D. **CONTRACTOR** will regularly coordinate with the City of San Rafael and County of Marin Health and Human Services Division on program operation.
- E. **CONTRACTOR** will meet with **CITY** staff for quarterly check-ins.
- F. **CONTRACTOR** will maintain a schedule of all shower sessions provided in Marin County, distribute this schedule to **CITY** and collaborative partners, and make this schedule accessible on its website.
- G. **CONTRACTOR** will encourage all clients to complete Marin County's Coordinated Entry Assessment (VI-SPDAT and other service assessment tools when adopted by County); if Mobile Shower services team completes any such assessment with client, **CONTRACTOR** will notify PROGRAM MANAGER in monthly report.
- H. **CONTRACTOR** will ensure it is complying with state and federal policies, guidance, and laws regarding Human Resource best practices and requirements for creating a safe and professional workplace for **CONTRACTOR'S** staff members, host site staff, collaborative partners, and program users. **CONTRACTOR** will notify **CITY** PROGRAM MANAGER of any safety incidents or injuries, complaints or allegations of harassment or discrimination, or other serious program matters as soon as practical and no less than 24 hours from **CONTRACTOR'S** awareness of such incidents or complaints.

CONTRACTOR and **CITY** agree to the following schedule, which can only be modified in writing by mutual agreement. For billing purposes, each of the following time entries comprise one "shower session."

Site	Schedule for FY 2024-25
Ritter Center	Mondays, 1-4 pm
Fairfax Library	Thursdays, 4-7 pm
Mesa Park	Wednesdays, 10 am – 3 pm
Mahon Creek Path	Once a Week

Organizational Performance:

- A. **CONTRACTOR** will develop a process to ensure all **CONTRACTOR'S** employees, including management, acknowledge the employee handbook annually.
- B. **CONTRACTOR** will have a policy in place to address any potential conflicts of interest among **CONTRACTOR'S** staff, particularly among family members, and will provide employees with instructions on how to file a complaint or report inappropriate behavior related to these key management employees.
- C. **CONTRACTOR** will have an investigative procedure policy.

Exhibit B
INSURANCE REQUIREMENTS

Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage required in this Exhibit B to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

1. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

2. Liability. Commercial General Liability ("CGL") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

3. Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

4. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

5. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

(a) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

(e) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
DOWNTOWN STREETS, INC.
FOR IMPLEMENTATION AND MANAGEMENT OF EMPLOYMENT
DEVELOPMENT AND VOLUNTEER WORK PROGRAM SERVING THE HOMELESS**

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 DOWNTOWN STREETS, INC., a California Nonprofit Corporation (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 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, as further described in **Exhibit A**, **CITY** shall pay **CONSULTANT** for all materials provided and services

rendered by **CONSULTANT** a total amount not to exceed \$200,000.

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 itemized invoices.

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 July 1, 2024 and terminate on June 30, 2025.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Mel Burnette, Homeless and Housing Analyst, 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**. Chris Richardson 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 Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** 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 Indemnitees** 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 Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** 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 Indemnitees**) 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 Indemnatee.

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:

Mel Burnette, Homeless and Housing Analyst
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Chris Richardson, Chief Program Officer
Downtown Streets Team
1671 The Alameda Suite #301
San Jose, CA 95126

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: ROBERT F. EPSTEIN, City Attorney

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

ATTEST:
City Clerk

By: _____

LINDSAY LARA, City Clerk

Name: _____
Title: _____

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.

A. Program Description

1. Volunteer Work Experience Program: the Streets Team Volunteers Program (STVP), DST's flagship program, invites people experiencing homelessness to volunteer on teams dedicated to cleaning streets, parks, encampments, and other public spaces. This program fosters community, builds confidence, reaffirms dignity, and develops employment soft skills such as punctuality, cooperation, and personal responsibility. Team Members, who are unhoused neighbors or at risk of homelessness, receive access to case management, system navigation, and employment placement services from trained DST Case Managers and Employment Specialists.

2. Workforce development through social enterprise: In 2019, Streets Team Enterprises (STE) was incorporated into DST as a social enterprise workforce development program. STE's mission is to help individuals attain permanent employment by providing training and transitional paying jobs. STE provides a steppingstone of supported employment to people impacted by homelessness, systemic trauma, and incarceration. Staff earn a wage while gaining practical employment experiences and are supported with case management, employment services, and housing linkage. Participation in STE is designed to be temporary, with the end goal of participant employees achieving self-sufficiency through lasting external employment.

3. Service types and locations:

a. Mahon Creek Path encampment:

DST has been operating throughout all facets of DST Marin County's programming to serve residents at the Mahon Creek Path Encampment in San Rafael since its inception. Since July 2023, our STVP Team has removed 24,500 gallons of debris from the Mahon Creek trail, and our case management staff have been the primary support in permanently housing 8 Mahon Creek residents. Furthermore, our bilingual outreach staff have been successfully building rapport and trust with the monolingual Spanish-speaking undocumented community members residing on Mahon Creek Trail and the surrounding areas, connecting them with vital services.

b. Downtown Business District

c. Canal Neighborhood

4. Program staffing offered: the following DST Staff are employed under this City of San Rafael contract:

- STVP & STE Program Manager (DST Marin Staff)
Manages the STVP and STE programs, ensuring alignment with programmatic and organizational goals. Directly supporting our STVP & STE Housing Case Manager, our STVP & STE Employment Specialist, and STE Participant Employees.
- STVP & STE Housing Case Manager (DST Marin Staff)
Provides housing case management services for both STVP and STE participants and alumni,

assisting them in removing clients' barriers to self-sufficiency with the ultimate goal of securing stable housing.

- STVP & STE Employment Specialist (DST Marin Staff): Provides employment services for both STVP and STE participants and alumni, assisting them in removing clients' barriers to self-sufficiency with the ultimate goal of securing employment placements.

- STVP Lead (STVP Participant Employee)

Supervises Teams of volunteers under our City of San Rafael contract conducting debris removal and beautification projects as well as administering peer-to-peer street outreach with individuals experiencing homelessness in efforts to increase volunteership as well as connect them to other services.

B. Operational Standards

Consultant will meet the following requirements in operations of the Downtown Streets Team's Volunteer Work Experience Program in San Rafael:

1. Consultant will continue the Volunteer model and Workforce Development Services launched in 2013 in San Rafael.
2. Consultant will provide at least two full-time staff members (1 FTE Project Manager and 1 FTE Case Manager/Employment Specialist) to supervise and administer the Volunteer Program and Workforce Development Services in San Rafael. Consultant will submit payroll summaries with monthly invoicing.
3. Consultant will provide a minimum of 10,000 hours of community cleanup services through the Street Beautification Program. A minimum of 15 and up to 20 individuals will be involved in the program at one time, with those individuals being people experiencing homelessness and/or people who are facing imminent housing insecurity (hereinafter referred to as "Team Members"). Consultant must maintain backup documentation, including but not limited to, a reconciliation of volunteer hours to stipends issued.
4. Consultant will continue operations of the Volunteer Work Experience Program in Downtown San Rafael, the Canal Neighborhood, as well as targeted "hot spots" and encampments as determined by the City of San Rafael within city limits.
5. Consultant will conduct outreach to individuals residing in encampments in San Rafael in preparation of encampment closures. Team Members may choose not to be present during encampment closure activities to maintain trusted relationships between Team Members and their peers residing in encampments. If additional cleanup is deemed necessary after encampment closure, Consultant may conduct debris removal at closed encampment site after closure has completed.
6. Consultant will operate the Volunteer Work Experience Program five days a week in agreed upon project areas. Team Members may not volunteer in inclement weather because of the increased health risk due to lack of housing. Inclement weather includes rain, extreme heat or cold, snow, or air quality. Team Members also do not volunteer during observed holidays.
7. Consultant will coordinate with the City of San Rafael on special projects including quarterly check-ins to determine the most appropriate deployment sites for Downtown Streets Team's services (e.g., Mahon Path, Canal Marsh, etc.).
8. Consultant will provide transportation for Team Members to deploy to cleanup sites throughout San Rafael when necessary.

9. Consultant will work closely with staff from City of San Rafael Community Development, San Rafael Police Department, and San Rafael Business Improvement District to identify encampments and other priority outreach and cleanup locations.

10. Consultant will provide workforce development services to assist Team Members transitioning to permanent employment. Such services may include job search classes and personalized job search support, resume and interview prep, developing internship placements, and developing mentor opportunities.

11. Consultant will conduct outreach to businesses to expedite hiring processes for Team Members.

12. To the extent possible, consultant will make general employment services, such as job search classes and employment leads, available to all persons experiencing homelessness in San Rafael, as well as people recently housed or sheltered in local programs.

13. Consultant will provide support services to assist Team Members with barriers to stable housing and employment. Such services may include enrolling in County benefits, record expungement, securing identification documents, completing work histories, providing transportation, referrals to hygiene services, and other similar support services.

14. Consultant will work collaboratively with case managers at partner agencies including, but not limited to, SAFE Team, St. Vincent de Paul Society of Marin, Community Action Marin, Homeward Bound of Marin, Ritter Center, Marin Community Clinics, and the County of Marin to provide wraparound support and care for Team Members.

15. Consultant will ensure it is complying with state and federal policies, guidance, and laws regarding Human Resource best practices and requirements for creating a safe and professional workplace for staff members and Team Members.

C. Impact measures and deliverables for FY 24-25:

DST will achieve the following outcomes for the Volunteer Work Experience and Workforce Development Services, reporting progress to the City monthly or quarterly on impact measures as described below.

- At least 50 STVP volunteers served
- At least 4 STE Participant Employees hired
- At least 15 Jobs secured
- At least 100,000 gals of debris removed

Downtown Streets Team Program Outcomes and Measures. Consultant

1. Consultant will maintain a Team size of 20 Team Members, with at least 10 based in Downtown and 6 based in the Canal neighborhood, 4 Team Members will target “hotspots” and encampment areas deemed by City of San Rafael Staff.

2. Consultant will remove a minimum of 100,000 gallons of blight from areas throughout San Rafael as demonstrated by before and after photos and quantified trash statistics.

3. Consultant will continue weekly collaboration with SAFE Team to ensure street outreach needs are being met throughout San Rafael.

4. Consultant will assist at least 15 Team Members in obtaining employment. Consultant will measure and report on employment retention and strive to achieve that 75% of such Team Members will retain employment for at least (3) months.

5. Consultant will assist 15 Team Members in finding secured housing placements.

6. Consultant will assist Team Members in removing at least 500 barriers to self-sufficiency (i.e. retrieving vital documents, completing resumes, accessing healthcare, enrolling in substance abuse treatment programs, record expungement, etc.)

7. Consultant will conduct quarterly anonymous surveys to collect self-reported data from Team Members:

a. Goal: 50% of Team Members with a mental health condition will seek out or remain in treatment.

b. Goal: 50% of Team Members with a substance use disorder will seek out or remain in treatment.

c. Goal: 50% of Team Members who have had an interaction with law enforcement/the criminal justice system will have reduced, or zero interactions after joining the Team.

d. Goal: 75% of Team Members will feel respected and heard by staff.

e. Goal: 75% of Team Members will report improved self-esteem and feelings of self-worth.

9. Consultant will provide monthly progress reports using a template provided by the City of San Rafael.

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**.

Sanctioned Encampment Site, 47 Total Campsites



- | | | |
|--|--|---|
|  Security Station/Gates |  Campsites, 7' x 7' and 10' x 10' |  Office Units 17' x 7' |
|  Portable Restrooms |  Storage Unit, 20' x 8' |  Smoking Area |
|  Garbage Dumpster |  Charging Docs located within Security Stations |  Pet Use Area |
|  Meeting Space Canopies | | |

San Rafael Sanctioned Camping Area
Draft Code of Conduct

1. Safety is the top priority. Violence of any kind and threats of violence of physical harm will not be tolerated (422 P.C statute). Any individual committing violence will be required to leave immediately and be barred from returning. Brandishing a weapon will not be tolerated.
2. Keeping the site organized and clean for the well-being of all residents is also a top priority. Individuals are required to maintain their personal belongings within their designated City-provided tent or storage unit. Items left outside the designated tent area including the fire lane or buffer between sites will be subject to removal.
3. All residents, authorized personnel and visitors shall be required to check in at the gate when entering the Sanctioned Camping Area. Residents will be subject to a visual check bag check by security when entering the site.
4. Dogs are permitted but must remain under the owner's control and on leash at all times while inside the sanctioned site and outside of participant's tents. Dogs must have leashes affixed upon entry into the site when checking-in with security. Any dog bite will require Marin Humane to assess the safety of the dog. Owners are responsible for promptly cleaning up all dog waste.
5. Open flames and any combustible materials are strictly prohibited within the site. Storage of gasoline, propane, torches, butane lighters, or other flammable substances is not permitted.
6. The use of extension cords is prohibited for any purpose. Charging of electrical devices may only occur in the designated charging area and is limited to cellphones, laptops, tablets, and other devices for communication. Generators, cooking appliances, and heaters are not permitted.
7. Each tent is designated for a specific individual. If a participant leaves the site for more than 48 hours, their space will be forfeited unless arrangements are made in advance with the management team or in cases of hospitalization. Tent spaces cannot be transferred to other individuals.
8. Only the tents, bases, and rain protection equipment provided by the City are permitted as camping structures. No additional structures, barriers or tents may be set up. Participants may not hang or affix any items to the inside or outside of tents within the sanctioned site.
9. No visitors are allowed within the sanctioned campsite area; all visitors must be met with outside the encampment. Service providers, health care professionals, City of San Rafael and County of Marin staff are allowed to visit the site.

10. Quiet hours must be observed between 11 p.m and 6 a.m. each day. Quiet hours are periods when noise must be kept to a minimum and contained within a participant's individual sleeping tent.
11. Respect for all neighbors and staff within the site is essential. We want this area to be a place of safety, comfort, and respect.

My signature below indicates my agreement with the above statements.

Signature: _____ Date: _____

Printed Name: _____

DRAFT

From: [REDACTED]
Sent: Friday, July 26, 2024 8:02 AM
To: Mayor Kate <Kate.Colin@cityofsanrafael.org>
Subject: Encampments

Dear Mayor Colin,

Now that San Francisco has started to clean up their city and the Governor has ordered cities to clean up the tents and trash. Is San Rafael finally going to clean up its city? I don't know if you are planning to run again for Mayor, but I can tell you that the large majority of resident don't have kind things to say right now and cleaning up ASAP will help change your image You can blame legal action and everything else but it still is happening under your watch.

Thanks,

Barbara Lutgue

Sent with [Proton Mail](#) secure email.

From: Brian Gellman [REDACTED]
Sent: Friday, August 9, 2024 9:08 AM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: Bret Harte Resident Concerned with homelessness

Hello,

My wife and many neighbors have emailed you in the past couple years about the homeless CRISIS in San Rafael, an issue that simply does not exist, in this capacity, in any North Bay city. Each time it seemed you would respond with a "copy paste" response, pushing the blame onto the County.

I am wondering what the city is currently doing to clean up the creek trail camp and Anderson Ave camp. It is now time for the city to take action and clean itself up.

Thank you,

--

Brian Gellman
Real Estate Agent / Loan Officer
DRE 02028207 | NMLS 1589140
(408) 828-8727

Redwood Property Group
Western States Mortgage and Loan, INC.

From: Cayla Coleman [REDACTED]
Sent: Thursday, July 25, 2024 10:50 AM
To: Mayor Kate <Kate.Colin@cityofsanrafael.org>
Subject:

Dear mayor Kate:

Re the new ruling I am hoping that the shanty towns in San Rafael can be dismantled and the city can start feeling better and looking better

In addition I hope someone in charge of vandalism and graffiti can notify the owner of the bank bldg opp Kaiser on 3 rd street to remove the large graffiti defacing it and beckoning for more

Can our city revive itself ?

The many many empties on 4 th st say "no " but maybe if the huge homeless presence is removed we can take pride in San Rafael and its resources once again without people on our streets threatening, cursing the wind, and exhibiting their sad addiction and mental illness symptoms to all of us as we just go about daily business etc

(under " broken window theory ") are we going downhill or the other way ?

Thank you

Cayla Coleman lcsw

Sent from my iPhone

From: [REDACTED]
Sent: Monday, August 5, 2024 4:32 PM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: Homeless encampments.

So with the executive order from Newsome, is there any chance your going to move on this disgusting and unsanitary disease Ridden area on anderson dr. God our taxes paid for the construction of that road. And it looks like hell. Are going to show some muster and have that disgusting mess cleaned out ? Or are you waiting for the next election and kick the can down the road. That way you can't keep ignoring the problem. I saw where the paper posted we've made progress. And 3 percent of the homeless peoples took the deal. 3 percent . Let's see 3 percent of let's say 175 is about 4 people ? Come on mayor how long does your community have to be patient. You should take a drive down there so you can be as depressed as you voters are. Don

From: Deschodt, Gregory [REDACTED]
Sent: Friday, August 9, 2024 12:45 PM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: A typical drive through San Rafael

Hello Mayor, and thanks for having an available email for your constituents..

Just a quick story about today's drive in San Rafael... After taking my kid to a physical, I stop for gas downtown (shell). There I observe a couple homeless guys bothering a bunch of young girls refueling... They leave, one of them comes over and bothers me for money... After refueling, I am stopped at the light near another homeless guy soliciting more. Go home turning left after the bus station.. There's a homeless guy crossing illegally in traffic, not a care in the world. I continue onto Francisco blvd west, only to almost have an accident because the person in front of me slams on the brakes unexpectedly – you guessed it, a homeless person on a bike riding the wrong way up the road... Keep going, pass next to the lovely tent encampment on Andersen... Which incidentally extends a stone's throw to my kid's middle school (DMS)

I believe the governor passed a law giving you more latitude, I really think it is time to clean up san Rafael a little (a lot). It is frankly getting out of hand now.. thank you for reading, I imagine that is nothing new.

Greg Deschodt.

From: Laura Hamlin [REDACTED]
Sent: Sunday, August 11, 2024 11:01 AM
To: Mayor Kate <Kate.Colin@cityofsanrafael.org>
Cc: Don Jeppson <don.jeppson@cityofsanrafael.org>
Subject: Re: Fun Homeless Encampment

Good morning Kate and Don, hope you are doing well.

I'm following up on my e-mail dated April 11, 2024.

Today Sunday August 11, 2024, like every day I drove on Andersen drive. I had to zig zag to avoid large pieces of trash and a cart. The trash areas, which seem to be cleared on Thursdays, are already overflowing with large pieces of furniture and trash.

Today when I played tennis with my husband on the Woodland Avenue tennis courts we saw either dog or human feces. This is not the first time. Also now there is a tent by the tennis court, and school is starting soon.

After 32 years of living in this city, and paying a lot of money in taxes I think that I and the San Rafael residents deserve better.

I would like to know what the city is going to do now that the Supreme Court ruled on this issue as well as the governor. I would appreciate an answer and not a link to some convoluted explanation. I think I deserve it.

Many thanks,
Laura Hamkin

On Apr 11, 2024, at 10:36 AM, Laura Hamlin [REDACTED] wrote:

Good morning Kate, I just wanted to let you know that today I noticed an improvement on Andersen Drive, it was cleaner and the road was clear of debris
Thank you so much.
Have a nice day,
Laura
<PastedGraphic-2.pdf>

On Apr 9, 2024, at 7:24 PM, Mayor Kate <Kate.Colin@cityofsanrafael.org> wrote:

Hi Laura - I'm glad you enjoyed the event as it was an impromptu event that I organized for our employees and interested community members. And I loved sharing the moment with so many people are recognizing how we are specks on this earth!

Regarding your concern, I'm sharing below an email that I wrote this afternoon to a homeowner who expressed similar concerns. I hope you find it helpful and even though it doesn't have the simple/easy answer, it does provide the context of why we're in the situation we are in.

I'll just share a few brief things but I strongly encourage you to click through the many links on the page below as well as sign up for the newsletter updates. The most recent newsletter is on the landing page.

<https://www.cityofsanrafael.org/departments/homelessness/>

First of all, San Rafael is doing absolutely everything it is legally allowed to do in terms of regulating and relocating encampments. The options are few because we've been under a federal court order since last July when the plaintiffs sued the City after we passed a Restricted Camping ordinance. The City has passed 5 of these ordinances and been sued every time. The judge's Restraining Order limits the options available to the City. The basis of his ruling is the Martin v Boise federal case. You can read about it on the website but the gist is unless there are enough shelter beds for all the unhoused folks, they are legally allowed to camp wherever they want. As the County of the Marin is the agency that supplies the shelter beds, the City continues to advocate for more beds (and has for years) but haven't been able to convince the County to change the allocation of their resources towards interim shelter.

The judge has forbidden the removal of structures while the litigation is ongoing and the plaintiffs have filed additional ADA claims that provides another reason why the judge won't let the City remove them. The only tool that is available to the city is through the health and safety code and Fire Code and once a structure has received a notice that it is unsafe, the individual has the right to appeal. Which they have every single time as well as made the ADA claims. The city is commencing a voluntary compliance program through working with the individuals. I am optimistic that will be productive but if it isn't, then the City will continue to utilize the health and safety code which has its own set of time requirements as well as a mandatory appeal (if the individual refuses to remove the structure) before the Council.

Please know that the structures are a priority for the Council because they are unsafe for the occupants and the surrounding community. As your Mayor, I am committed to finding solutions that are safer for the unhoused and minimize the impact on the community in spite of the extreme restrictions placed on the City by the courts.

I welcome your engagement to learn the facts and support the City as we seek these tools. The City is considering a new ordinance at our Council meeting next Monday and I welcome your participation at the meeting. As the City has been sued the previous 5 times, I am cautiously optimistic that this new ordinance will be acceptable to the judge if/when we get sued again.

In closing, thanks for reaching out as sometimes people make the false assumption that the City isn't 'doing' anything to address the issue of homelessness and encampments and that is simply not true. I appreciate your willingness to learn the facts, context of the situation; as frustrating as it is.

Warmly,

Kate

Kate Colin (she/her/hers)
Mayor, City of San Rafael

<Outlook-2n53r0u2.png>

Follow the city on instagram: @thecityofsanrafael

From: Laura Hamlin [REDACTED]
Sent: Tuesday, April 9, 2024 1:32 PM
To: Mayor Kate <kate.colin@cityofsanrafael.org>

Cc: Don Jeppson <don.jeppson@cityofsanrafael.org>

Subject: Fun eclipse party and a question

Hello Mayor Colin,

Thank you so much for the fun eclipse gathering at City Hall. Those are the nice things about our City.

My name is Laura Hamlin, and I have been living in San Rafael for almost 32 years. My kids went to Glenwood, Davidson and San Rafael High where they got to enjoy the wonderful Music and Drama classes.

I live in the Bret Harte neighborhood. As an architect I have done many projects in the neighborhood, as well as working on the Community Center in the Pilgrim Park apartments near Los Ranchitos.

I'd like to express my concerns about the un-housed people living in tents on Andersen Drive. I know this is not a situation that can be resolved easily - I'm aware of the lawsuit that is pending - but as a taxpayer who follows the rules and respects my neighbors, it would be nice if the city could do something to improve the situation.

Every morning when I drive on Andersen, I have to avoid pieces of pipe and debris that have fallen onto the road from the encampments. A lot of trash, mattresses, shopping carts and other debris are scattered around the tents.

The fence installed to separate the commercial buildings is full of graffiti, and the trash cans are always full.

I was wondering if the city can at least make sure the area is cleaned more regularly, as well as requiring people living there to comply with some basic rules that would keep the area cleaner.

Andersen Drive was develop to provide a nice gateway into downtown San Rafael, leading all the way to the Mission. Right now it is very unattractive and unwelcoming. It doesn't make me proud of my city.

Thank you for listening to my concerns, and I hope the city can do something about it.

Sincerely,
Laura Hamlin

From: Mariah Baird [REDACTED]
Sent: Friday, August 9, 2024 9:19 AM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: "This entire battle has been a total victory for the residents...at Mahon Creek."

Prince is exactly right. I am further disappointed that your statement quoted in the IJ about resolving encampments in an "empathetic" way totally ignores the residents of San Rafael --- your actual constituents - who have to bear the burden of this ongoing appropriation and abuse of public property. When will your office recognize that we are your constituents, and it is your job to make the necessary policy decisions on our behalf, rather than continuing to coddle a population that has no stake in the city, and the "nonprofit" industry that consumes city resources better used to benefit your constituents?

From: Mariah Baird [REDACTED]
Sent: Tuesday, August 13, 2024 3:10 PM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: Does San Rafael have a new flag?

The Mahon Path camp has chosen one for you. Why are you continuing to permit this behavior?



From: Mariah Baird [REDACTED]
Sent: Tuesday, August 13, 2024 3:12 PM
To: Mayor Kate <kate.colin@cityofsanrafael.org>
Subject: New tent site forming

This is at Woodland and Auburn. Will the city allow this to grow?



From: Natalie [REDACTED]
Sent: Tuesday, August 13, 2024 1:49 PM
To: Mayor Kate <Kate.Colin@cityofsanrafael.org>
Subject: Re: Encampments

Hi Mayor Kate,

I hope this message finds you well. My name is Natalie, and I am reaching out as a San Rafael homeowner and concerned parent.

Last December, we had a troubling experience when an unhoused individual, who appeared intoxicated and unstable, was walking down Irwin Street late at night. This person walked onto my and my neighbors' private properties and made threatening remarks, creating a genuinely frightening situation for me and my infant son (we were home alone at the time). Despite a call to the police from a neighbor, I don't believe any assistance arrived.

I understand that being unhoused is not a crime, and I genuinely empathize with this population, but threatening and disturbing residents on their private property is deeply concerning. **The homeless encampments on Andersen and Francisco in their current state are not a viable solution for San Rafael residents, housed or unhoused.** While I recognize that the city has made some efforts on this issue, it's clear that the conditions of these camps are in no way contained to these areas, and are a threat to public safety and quality of life.

I have been closely following the Supreme Court's rulings and the subsequent state guidelines regarding these encampments. Many neighbors, including myself, are anxiously awaiting the city's response to Governor Newsom's recommendations to address and ultimately clear these encampments. However, it remains unclear how the city plans to move forward.

I'm disheartened to read that San Rafael is planning to further fund the Mahone Creek site using millions of dollars in grant money, legitimizing this hazardous and unsafe camp and ultimately designating it as a long-term solution. I'm also aware of the city's investment in the Kerner street building renovation, but don't see that as a holistic solution when many unhoused individuals decline services and prefer to remain outside of shelters or housing. To that point, while I recognize that the unhoused would ideally be located close to city services, it's not lost on me that other neighborhoods in San Rafael do not have to bear the burden of having a sanctioned, city-funded homeless encampment just blocks away from their homes (or any neighborhood in Southern Marin for that matter). The Bret Harte and Picnic Hill neighborhoods are full of working-class families, and it continues to feel like the city is indifferent to our safety and quality of life.

We chose to move to San Rafael three years ago with hopes of raising our family in a vibrant community. Unfortunately, if the current issues persist, we will have to reconsider our decision to stay. The safety and well-being of our community are at stake, and it feels as though the current measures are falling short.

Before the August 19th City Council meeting, I urge you and other city officials to please reconsider the designation of the Mahone Creek Path as a permanent camp location. This site, along with the illegal camp on Andersen, are not appropriate or fair solutions for our neighborhoods and could further impact our downtown area negatively.

Thank you for taking the time to read this message. I genuinely care about our community and have compassion for those facing hardships. However, it is essential to find a sustainable approach that ensures the safety and well-being of all residents.

Best,
Natalie

From: Thomas Montgomery [REDACTED]
Sent: Friday, August 9, 2024 11:33 AM
To: Mayor Kate <Kate.Colin@cityofsanrafael.org>
Subject: Marin Independent Journal: Federal judge: San Rafael can enforce homeless camping law

I thought you might like this story from Marin Independent Journal.

Time for action Ms. Mayor

Federal judge: San Rafael can enforce homeless camping law

<https://www.marinij.com/2024/08/08/federal-judge-san-rafael-can-enforce-homeless-camping-law/>