



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 7.a

Meeting Date: November 4, 2024

## SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager

Prepared by: John Stefanski,  
Assistant City Manager  
Mel Burnette,  
Homelessness and Housing Analyst

City Manager Approval: \_\_\_\_\_

**TOPIC:** ENCAMPMENT RESOLUTION FUND ROUND 3 (ERF-3) AND STATE OF CALIFORNIA/STATE SENATOR MCGUIRE FUNDING AGREEMENTS, AND COLLABORATION AGREEMENT BETWEEN THE COUNTY OF MARIN AND CITY OF SAN RAFAEL

**SUBJECT:** AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH THE COUNTY OF MARIN RELATED TO THE ENCAMPMENT RESOLUTION FUND ROUND 3 (ERF-3) AND STATE OF CALIFORNIA/STATE SENATOR MCGUIRE FUNDING, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE COLLABORATION AGREEMENT BETWEEN THE COUNTY OF MARIN AND CITY OF SAN RAFAEL

### RECOMMENDATIONS:

1. Authorize the City Manager to execute professional services agreements with the County of Marin related to the Encampment Resolution Fund Round 3 and State of California/State Senator McGuire funding.
2. Authorize the City Manager to execute (and amend as needed) the collaboration agreement between the County of Marin and City of San Rafael for Encampment Resolution Fund Round Three (ERF-3) grant funds, the State of California/Senator McGuire funds. and the 50/50 match for housing-based case manager.

### BACKGROUND:

#### Encampment Resolution Fund 3 Joint Grant Application & Award

The California Interagency Council on Homelessness (Cal ICH) established the Encampment Resolution Funding (now managed by the Department of Housing and Community Development (HCD), Third Round (Encampment Resolution Fund-Round 3 (ERF-3) program to increase collaboration between itself, local jurisdictions, and continuums of care for the purposes of:

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FOR CITY CLERK ONLY

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

- Helping local jurisdictions ensure the wellness and safety of people experiencing homelessness in encampments;
- Providing encampment resolution grants to local jurisdictions and continuums of care to support 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 County of Marin jointly applied for ERF-3 funds, proposing to serve 65 individuals at the Mahon Creek Path Area (MCA) encampment. On April 18, 2024, Cal ICH announced its intent to award \$5,999,242 in funding to the County of Marin as the lead agency on the application. Additionally, oversight of the ERF-3 program will be transferred to the California Department of Housing and Community Development (HCD) during the grant period.

The Mahon Creek Area (MCA) has been the largest encampment in San Rafael, including three contiguous areas, and at the time of grant application, had a census of 65 people, who are disproportionately Latinx and Black/African American in comparison to the general Marin County population. The site's proximity to roadways and a drainage culvert presents an imminent danger that cannot be easily remedied with onsite solutions. The ERF-3-R grant award of \$5,999,242 addresses the safety and sheltering needs of people at this site through the provision of housing-based case management, interim shelter supports, sanitation services, and rapid rehousing funds, among other supportive services.

**City-County 50/50 Funded Housing Based Case Manager**

The County offers a 50 percent County matching program for City-run homeless service programs aimed at improving conditions at homeless encampments and efforts to move individuals along the continuum of care to a permanent housing destination, consistent with Housing First Principles.

As part of this program initiative, the City of San Rafael has contributed, from available state and/or local resources to funding 50% of a Full-Time Equivalent (FTE) dedicated Housing Based Case Manager position. The individual hired into this position will be a County of Marin employee who is dedicated to specifically serving individuals experiencing homelessness in San Rafael over a two-year period. The County of Marin will fund the remaining 50% from available state and/or local funding. In this collaborative approach, the County will partner with the City of San Rafael in a Housing-Based Case Management initiative directed toward supporting individuals experiencing homelessness within San Rafael with a priority on those residing in unsanctioned encampments within the City consistent with Housing First Principles.

**ANALYSIS:**

The ERF-3 program was co-developed with the County of Marin, and the grant proposal was informed by direct feedback from encampment residents via a December 2023 survey. The Mahon Creek Area program, which provides resources for individuals experiencing homelessness in these encampments, directly addresses inequities by attending to their short-term and long-term needs through a path to safe and stable permanent housing.

In October, the City opened the Sanctioned Camping Area along the northern section of the Mahon Creek Path. The proposed sanctioned camping area is open to individuals identified as residing in the Mahon Creek Area encampment before January 31, 2024 (the submission date of the ERF-3 grant application) and includes 50 tent sites for enrolled participants. City staff anticipates 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. More information regarding this program can be found in the [August 19, 2024, City Council Comprehensive Homelessness Update](#).

This program is also being funded by the ERF-3 grant and \$1,000,000 in one-time funding from the State of California/State Senator Mike McGuire and the County of Marin. The County of Marin worked with Senator McGuire and successfully secured this \$500,000 funding appropriation from the State of California and is matching it with an additional \$500,000.

The scope of work and budget for the McGuire/County match funds are required by the State of California to operate under the following three eligible uses:

1. The purchase or rehabilitation of housing, including the purchase of land for housing for homeless residents.
2. Operations associated with an emergency encampment, including emergency housing.
3. Direct assistance programs or services for homeless residents.

The City and County are planning to utilize the funds for categories 2 and 3 above.

Since the County of Marin is the lead agency on the grant application, they will serve as the fiduciary agent for the ERF3 grant award and Senator McGuire Funds. As such, the City needs to enter into two professional service agreements:

1. Professional services agreement (Attachment 1) with the County of Marin in the amount of \$3,587,776, to receive the funds and provide the City's activities as contemplated in the grant application.
2. Professional services agreement (Attachment 2) with the County of Marin in the amount of \$1,000,000 to receive the funds and provide the City's activities and services related to the Sanctioned Camping Area, and other homeless response services.

At its August 19, 2024, meeting, the City Council approved five agreements with D-Block Security, FS Global, WeHope Showers, Downtown Streets Team, and The Other Junk Company. Those vendors are providing the services for the security and operations of the Sanctioned Camping Area, as well as additional homeless response services for individuals experiencing homelessness in all areas of the City.

Over the last four months, the City and County have been collaborating together to develop a framework and formal partnership that enhances interagency cooperation to better address the needs of those experiencing homelessness. The result of these efforts is a Collaborative Agreement (Agreement) (Attachment 3), which establishes roles and responsibilities regarding grant implementation to facilitate coordination and achievement of the grant objectives.

Under the agreement, The County & City shall jointly serve to ensure the success of the ERF-3 implementation. The following are activities that the County and City shall conduct in collaboration together:

- Collaborate on making changes to the budget or implementation strategy as needed to ensure expenditure and encumbrance deadlines are met, as defined by the grant.
- Collaborate on scope development, oversight, and implementation for outreach and housing-based case management ERF-3 funded services.
- Coordinate with service providers/vendors selected to serve the sanctioned camping program and the housing-based interim shelter site on program implementation.
- Collaborate regarding any potential future temporary/interim shelter projects.

- Co-lead and participate in bi-weekly case conferencing meetings to review the status of all clients and report to partners on aggregated housing progress.
- Jointly chair a monthly ERF-3 operations and strategy meeting for the purpose of collaborating on strategy and ongoing implementation of the program, overall grant monitoring, coordination of services and supports, and ongoing tracking/reporting of data/progress.
- Collaborate on all external communications and community engagement for ERF-3 to ensure timely, accurate, and informative messaging is being provided to the community.

***Services & Supports***

- Conduct outreach in the encampment, provide social services and support when needed, resolve community concerns, work with direct service provider staff, and offer crisis intervention support to the program.
- Manage the client flex funds, ensuring that they are spent in alignment with the grant objectives and that appropriate expenditure justification documentation is collected and maintained.
- Co-manage the Rapid Rehousing and rental assistance supports provided to clients through contracts, including implementing best practices, following regulations, and collecting and maintaining appropriate documentation. Collaborate regarding operations of the City's sanctioned camping program, including establishing policies and procedures, attending to urgent client issues, and other activities associated with site management as needed.
- Collect lived experience qualitative and quantitative data to inform ongoing process improvement.
- Develop and implement a plan to return the Mahon Creek Area to its original intended public use.

The agreement also details the individual activities of the County and the City. Under the agreement, the City's primary role is establishing and managing the sanctioned camping area and related contractors during this phase of the project. The County of Marin's ERF3 activities are funded through the remaining \$2,411,466, out of the total grant award of \$5,999,242 (e.g. outreach workers, case managers, rental assistance, etc.).

**Next Steps**

The County of Marin Board of Supervisors will consider these same agreements at its November 19, 2024, meeting. The ERF-3 grant award represents an opportunity for the City and County to utilize this framework and to set the stage for future, ongoing collaborations regarding homelessness response.

**FISCAL IMPACT:**

There is no fiscal impact to the City's budget associated with this request. The \$3,587,776, in ERF-3-R funding and the \$1,000,000 in McGuire/County Match Funds are all provided by state and local grant funding sources and have no local matching requirements beyond "leveraged" services already provided by the City and funded through the FY 2024-25 General Fund Budget.

There is no fiscal impact associated with the request for the City-County 50/50 Funded Housing Based Case Manager. The total cost for this position is \$127,500, split equally between the County of Marin and the City of San Rafael. The City's portion, amounting to \$63,750, is funded by ERF-2 funds, with no impact on the FY 2024-25 General Fund Budget.

**OPTIONS:**

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

1. Authorize the City Manager to execute the agreements.
2. Authorize the City Manager to execute the agreements with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTIONS:**

1. Authorize the City Manager to execute professional services agreements with the County of Marin related to the Encampment Resolution Fund Round 3 and State of California/State Senator McGuire funding.
2. Authorize the City Manager to execute (and amend as needed) the collaboration agreement between the County of Marin and City of San Rafael for Encampment Resolution Fund Round Three (ERF-3) grant funds, the State of California/Senator McGuire funds, and the 50/50 match for housing-based case manager.

**ATTACHMENTS:**

1. Professional Services Agreement between the County of Marin and the City of San Rafael for the Mahon Creek Path Area (MCA) Encampment Operations, ERF-3
2. Professional Services Agreement between the County of Marin and the City of San Rafael for the Mahon Creek Path Area (MCA) Emergency Encampment Operations, McGuire Funds
3. County of Marin and the City of San Rafael Collaboration Agreement on Programming of ERF-3 Funds, Senator McGuire Funds, and the 50/50 match for housing-based case manager.

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2015 - Edition 1**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and City of San Rafael, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: Mahon Creek Path Area (MCA) Encampment Operations, ERF3 ; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$3,587,776.00 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on July 1, 2024, and shall terminate on July 31, 2027. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

## **12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

## **13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

## **14. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

## **15. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

## **16. AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

## **17. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.



## **18. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

## **19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

## **20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).**

### **Exhibit D - Debarment Certification**

**By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.**

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

## 21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Gary Naja-Riese Homelessness & Coordinated Care Division 1177 Francisco Blvd E. Ste B
Dept./Location:	San Rafael, CA 94901
Telephone No.:	415-473-6265 gary.naja-riese@marincounty.gov

Notices shall be given to Contractor at the following address:

Contractor:	City of San Rafael 1400 Fifth Ave
Address:	San Rafael, CA 94901
Telephone No.:	John.Stefanski@cityofsanrafael.org

## 22. ACKNOWLEDGEMENT OF EXHIBITS



Check applicable Exhibits

CONTRACTOR'S  
INITIALS

EXHIBIT A.

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

OTHER REQUIRED

EXHIBITS (HHS

USE ONLY)

<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input checked="" type="checkbox"/>	Contractor's Debarment Certification	
<input checked="" type="checkbox"/>	Subcontractor's Debarment Certification	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

**APPROVED BY  
COUNTY OF MARIN:**

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

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

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

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

Dennis Rodoni, President, Board of Supervisors

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**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**

County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**07/01/24 – 06/30/2027**

**Mahon Creek Path Area (MCA) Encampment**

**Introduction:**

On April 18, 2024, Marin County Department of Health and Human Services (Marin HHS) was awarded Encampment Resolution Funds (ERF) round 3 grant from the California Interagency Council on Homelessness (Cal ICH), now managed by the Department of Housing and Community Development (HCD).

**Overview**

The Encampment Resolution Funding (ERF) Program is a four-year grant program that includes three rounds of funding. The third round, ERF-3-R, was authorized in 2022 through Senate Bill 197 (Chapter 70, Statutes of 2022), enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 502520 et seq.)

Per the [ERF-3 Notice of Funding Availability](#), ERF funding is intended to increase collaboration between California Department of Housing and Community Development (HCD), local jurisdictions, and Continuums of Care (CoC) for the following purposes:

- Help local jurisdictions ensure the safety and wellness of people experiencing homelessness in encampments.
- Provide funds to resolve critical encampment concerns and transition individuals to safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The City of San Rafael and the County of Marin submitted a joint application for ERF-3 funds under application window 1 with a proposal to address the Mahon Creek Path Area (MCA) encampment and received a Notice of Intent to Award this funding (\$5.9M) from the State on April 18, 2024.

**Grant Activities**

**Interim Sheltering Strategies**

- Establish and manage the MCA sanctioned site, including site preparation activities, establishment of policies and procedures on the site, monitoring safety, attending to urgent site issues, and other activities associated with site management (i.e., security).
- City expects to contract many of these services to third parties, while informing the County and collaborating with County staff on contractor selection.
- The City and County will collaborate regarding the operations of the sanctioned camping program, including the establishment of policies and procedures, attending to urgent client issues, and other activities associated with site management as needed.

**Street Outreach**

- Manage replacement and implementation of a mobile shower vehicle with multiple showers, is ADA accessible, and with laundry facilities. This replaces existing outdated vehicle (2002 model)
- Subcontract with Downtown Streets Team for employment training and readiness; outreach; case mgt services.

#### Systems Support

- Maintenance of toilet and handwashing stations, with twice weekly service, inclusive of dumping and refill, cleaning, maintenance, and placement of units
- Maintenance of clean up service twice weekly, inclusive of dumping fees, staffing, hazmat, storage of belongings in line with SRPD storage policy

#### Required Policies

All contractors under the Division of Homelessness and Coordinated care are required to abide by the following in accordance with U.S. Department of Housing and Urban Development (HUD), State of California, and Count of Marin Housing First requirements.

#### A. Underlying philosophies

The following four philosophies underlie the program's design and must be central to all services delivered:

##### *Housing First*

Evidence from communities across the country indicate that the most effective solution to homelessness is to place people in permanent housing without preconditions, and then provide the wraparound services necessary for them to stabilize. This philosophy is called "housing first" and is applicable to not just permanent housing, but also to outreach, shelter, and services programs. (<https://endhomelessness.org/resource/housing-first/>)

##### *Trauma-Informed Care*

Trauma-informed care realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved in the system; responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization. (<https://www.samhsa.gov/nctic/trauma-interventions>)

##### *Person-Focused Care*

A person-focused approach decentralizes and integrates services across the spectrum of care, to cross-train staff from different agencies to implement shared strategies, and to simplify and redesign work while increasing enrollees' involvement in their care. The priority is to design and align systems to reach and serve the client and communities, rather than requiring target populations to overcome systemic structural or cultural barriers.

##### *Social Determinants of Health*

Contractor will universally screen enrollees for the non-clinical barriers that may be interfering with their ability to lead healthy, productive lives. (<https://www.cdc.gov/socialdeterminants/>)

## **B. Cultural competency**

- Contractor agrees to comply with HHS's Equity Strategic Plan ([https://www.marinhhs.org/sites/default/files/libraries/2019\\_02/mc\\_hhs.stratplan18\\_v7.pdf](https://www.marinhhs.org/sites/default/files/libraries/2019_02/mc_hhs.stratplan18_v7.pdf))
- [https://www.marinhhs.org/sites/default/files/equity\\_progress\\_report\\_2022.pdf](https://www.marinhhs.org/sites/default/files/equity_progress_report_2022.pdf).
- Contractor shall be responsible for providing services that incorporate the cultural background of the client, including the language, family structure, religion and belief system of the client.
- Contractor shall ensure that the quality of care provided to non-English-speaking individuals or to individuals with Limited English Proficiency (LEP), meets the same standards and is not substandard to the care provided to English-speaking clients.
- Contractor shall take all steps necessary to develop and maintain an appropriate capability for communicating, including providing sufficient qualified translators or translation service, in any necessary second language, including American Sign Language.
- Contractor shall be responsible for providing services to non-English/LEP speaking individuals in their own language. Contractor will have staff that are linguistically proficient in the threshold language(s) at key points of contact and during regular operating hours.
- All necessary steps will be taken to provide services in any language which is the primary language of at least 5 percent (5%) of either the community potentially served by the contractor or contractor's client population. Spanish is currently the only threshold language for Marin.

All staff used to carry out the reimbursable services in this contract must be trained and/or experienced in the delivery of housing first oriented, trauma informed, culturally competent services.

## **C. Definitions**

Contractors shall be familiar with HUD definitions of homelessness and associated recordkeeping requirements for documenting if clients meet the definition. [At a Glance Criteria and Recordkeeping Requirements for Definition of Homeless \(hudexchange.info\)](#)

## **D. Equity Statement**

The COUNTY is committed to achieving diversity, inclusion and racial equity for all. To that end, COUNTY requires its CONTRACTORS to include efforts aimed at achieving equity.

CONTRACTOR's Scope of Services shall include at least one (1) outcome that focuses on advancing equity. CONTRACTOR's reporting system shall include monitoring of equity outcomes.

Some examples of racial equity outcomes might include:

- Changes in underlying conditions that promote equity (i.e., increase access to food security, etc.)
- Improvements in health outcomes by race, determining if there is a gap between different racial groups, and taking actions to decrease the gap.

- Improvements in service outcomes by primary language spoken, determining if there is a gap between services according to language, and taking steps to decrease the gaps in those services (e.g., is it harder for patients of one language to get an appointment)
- Eliminating barriers that unfairly impact communities of color (i.e., housing, education, etc.)

#### **E. Program Fees**

This program may not charge program fees to participants.

#### **F. Non-discrimination**

This program must adhere to policies that ensure Non-Discrimination in all program operations. Consistent with the policies of the Marin Continuum of Care, this program shall not tolerate discrimination on the basis of any protected class (including actual or perceived race, color, religion, national origin, sex, age, familial status, disability, sexual orientation, gender identity, medical condition, genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law).

Contractor will shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 – 11139.5).

All aspects of the outreach services will comply with all Federal, State, and local Fair Housing laws and regulations. Participants will not be "steered" toward any particular housing facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children.

#### **G. Coordination with WPC providers**

Contractor is required to:

- Participate in standardized onboarding training to ensure consistency in care coordination, data sharing, and reporting processes.
- Provide ongoing training to new staff to ensure services are appropriate and to promote continuous quality improvement.
- Participate in surveys, interviews, and reports.
- Participate in the governance committees, including the Advisory and Steering Committees, as well as committee workgroups as necessary.

All Contractors shall:

- Share data (e.g., on caseload progress and outcomes) subject to state and federal laws regarding confidentiality of health information.
- Participate in case conferencing among their Care Provider Team partners and between Care Provider Teams to not only engage in care planning, but to also share

best practices and procedures; identify challenges and barriers; and develop shared philosophies and approaches.

- Participate in quality improvement testing.
- Track and document implementation progress.
- Adopt best practices developed for addressing the needs of the target population.
- Communicate on-going technical assistance needs that can be addressed with training and consulting resources.

#### **H. Digital accessibility**

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables. Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.

#### **I. County of Marin Accessibility Requirements for Delegated Direct Services**

The Americans with Disabilities Act of 1990 requires that all of the County of Marin's programs, services, and activities be accessible to and usable by individuals with disabilities. This law also stipulates that we may not delegate away our responsibility to ensure people with disabilities have equitable access. This means that not only must the programs and services administered by the County be accessible, but also those administered on behalf of the County by third party agencies. All entities receiving County funding which provide direct services to the public must also comply with the accessibility requirements set forth in the ADA, and other applicable laws and regulations. This guide has been created to assist agencies under contract with the County of Marin to ensure that they comply with accessibility requirements. Inquiries related to the content herein can be directed to:

County of Marin  
Disability Access Program  
(415) 473-4381 (voice)  
(415) 473-3232 TTY  
[disabilityaccess@marincounty.org](mailto:disabilityaccess@marincounty.org)

## **J. Programs and Services**

Every aspect of the service you provide is considered part of your program, and therefore it must be accessible to individuals with disabilities. This includes parking lots, service counters and spaces, transportation (shuttles, etc.), agendas, flyers, emails, online services, phone calls, meetings, celebrations, classes, recreational activities and more. The guidance in this document is primarily intended to help you provide accessible programs by providing you with the tools to:

- survey facilities and identify common architectural barriers for people with disabilities;
- identify common ADA compliance problems in your communications and activities; and
- remove barriers and fix common ADA compliance problems in these areas.

### [ADA Technical Assistance Materials](#)

### [ADA Update](#)

Your programs can be broken into three main categories, (Communications, Facilities, and Activities) which will be covered in more detail below.

Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.

### **Communications**

All the communications within your program must be accessible. This means any documents you provide must be made available in alternative formats, upon request. Brochures, agendas, schedules, and lists all may be requested by a client to be provided in alternative formats. Alternative formats can include Braille, large font, or documents on a thumb drive. You do not need to have all formats on hand at all times, but you must have a plan in place to provide them in a reasonable amount of time. Some clients may require professional support from providers such as sign language interpreters. Requests for these accommodations must be addressed in a timely manner as well.



The following is a list of resources and tools you may find helpful when ensuring the accessibility of your communications:

[ADA Requirements: Effective Communications](#)

[General Effective Communication Requirements under Title II of the ADA](#)

[US Access Board Guidelines and Standards: Communications](#)

## **Facilities**

If you are bringing clients into your facilities, or providing facilities for their use (recreation, program participation, housing, etc.) these facilities must meet accessibility requirements. In California, the best source of information on accessibility requirements for facilities is the California Building Code (CBC). The accessibility requirements contained in the CBC are compatible with the Federal requirements adopted by the United States Access Board. What is most important to remember about facilities is that your clients with disabilities need to be able to arrive, enter, conduct business, and interact with your program in the same way that clients without disabilities can. This generally means you must provide accessible parking, path of travel, meeting and workspaces, restrooms, and communal areas. All areas of your facility where clients will visit must be accessible. Please note there are different requirements for different types of facilities, so please review the requirements carefully.

The best way to determine if your facility is accessible and to determine what remediation may be necessary to bring your facility into compliance is to conduct a survey. You can either do this yourself, with the help of the tools provided below, or you can hire a Certified Access Specialist (CASP) to perform a survey for you and compile the findings. A list of CASP certified individuals can be found on the California Department of General Services Website. This list includes both public and private specialist, many of whom are available to work with publicly contracted service providers.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your facilities:

[US Access Board ADA Requirements](#)

[US Access Board Guidelines and Standards: Buildings and Sites](#)

[California Building Code, Chapter 11B – Accessibility](#)

[ADA Checklist for Existing Facilities](#)

[Overview of Title II ADA Requirements for Buildings and Facilities](#)

## **Activities**

Meetings, company outings, fundraising events, counseling sessions, classes and trainings are all examples of some activities your organization may provide. Any interaction between your agency and the client must be accessible to clients and/or employees with disabilities. Many accessibility issues surrounding activities will be remediated through ensuring your facilities and communications are accessible; however, there are other areas you must consider. For example, course content may need to be modified for a client with a developmental disability,

accessible transportation may need to be provided to an event site with no public transit access, etc.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your activities:

[A Planning Guide for Making Temporary Events Accessible to People with Disabilities Accessible Events: Planning and Preparation are Key Website Accessibility under Title II of the](#)

[ADA](#)

[ADA Guidelines for Recreational Facilities](#)

[US Access Board Guidelines and Standards: Recreation Facilities, Streets and Sidewalks, Transportation, Health Care](#)

## **K. Confidentiality Requirements**

1. **Confidentiality.** The Contractor and any employees and/or volunteers performing services at its direction shall maintain the confidentiality of any confidential or proprietary information and records made available or that Contractor is given access to in accordance with all applicable State and Federal laws relating to confidentiality. For purposes of this Contract, Confidential Information includes but is not limited to:
  - a. **Health Information:** Includes medical information, which means any individually identifiable information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
  - b. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.
2. **Nondisclosure.** Contractor and its employees, agents, or subcontractors shall protect Confidential Information from inappropriate and unauthorized access, use, disclosure. To the extent Contractor accesses Confidential Information in the course of its performance of this Contract, Contractor shall not use Confidential Information for any purpose and shall not disclose, any Confidential Information except if disclosure is required or permitted under State or Federal law.
3. **Safeguards.** Contractor shall implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Confidential Information that it may access, including training all employees who perform work on this Contract on Confidential Information and the need to protect Confidential Information. Contractors that participate in AB210 Multi-Disciplinary Teams shall also sign and implement the Participating Agency Agreement and Confidentiality Statement for itself and its employees. Contractor and its employees will comply with the pertinent data sharing policies and procedures.

## **L. Grievances**

Contractor shall notify the County of any grievances filed against the contractor.

## **M. CoC Participating Entity**

As a participating entity of the Marin County Coordinated Entry System, the Contractor shall follow the Marin Coordinated Entry System Policies & Procedures (CEP&P) (Exhibit #). Where there is a disagreement between the CEP&P and other language in this contract, the Contractor

shall communicate with the Marin County team and jointly discuss which of the two statements is most appropriate for the work being done under this contract.

**N. Laws**

Contractor shall follow all applicable federal, state, and local laws relating to providing this service not mentioned above, including, but not limited to, maintaining a drug-free workplace.

**O. Data Collection Requirements:**

1. Staff responsible for conducting outreach or housing-based case management will:
  - a. Complete training on HMIS and/or WIZARD within the first 30 days of the contract term.
  - b. Document contacts with clients and the resulting outcomes.
  - c. Participate in a Mahon Creek Path Area (MCA) Encampment specific case conference on a monthly basis to discuss and review client needs and steps toward a housing pathway.
  - d. Participate in and share data/information with existing Continuum of Care groups/meetings.

**P. Reporting Requirements and Schedule**

1. City of San Rafael will document progress on grant objectives and provide to HCC on a quarterly basis for reporting to HCD.
2. Documented contacts with clients will be provided manually on a monthly basis until training in HMIS and/or WIZARD is complete.

**Q. Administrative Responsibilities:**

- a. Contractor will ensure funding is utilized according to funding requirements.
- b. Contractor will maintain an up-to-date HMIS record keeping system to track entries and exits to the program, input data in accordance with HMIS policy, comply with data standard requirements, and provide a timely response to requests for data. Data will be updated in HMIS within three days of client contact. All client records will be current on HMIS prior to submitting monthly invoice.
- c. Contractor will submit reports as outlined below and meet with HHS staff to review outcomes, data and evaluate progress in meeting contract requirements, at a minimum interval of 6 and 12 months from contract execution.
- d. Contractor agrees to participate in the development of program eligibility and selection criteria that will be developed for the Marin County Continuum of Care in accordance with U.S. Department of Housing and Urban Development Guidelines.



**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**  
**07/01/24 – 06/30/2027**

**Mahon Creek Path Area (MCA) Encampment**

- B.1 Total Contract Amount: County shall pay Contractor a contract amount not to exceed **THREE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS AND ZERO CENTS (\$3,587,776.00)**. In no event shall total compensation paid to Contractor exceed **\$3,587,776.00 without** an amendment to this contract approved by the County of Marin.
- B.2 Authorization Required: Services performed by Contractor and not authorized in this contract shall not be paid for by County. Payment for additional services shall be made to Contractor by County if, and only if, this contract is amended by both parties in advance of performing additional services.
- B.3 Contractor will submit a monthly invoice to County for work performed during the month. Invoice will detail expenses including number of hours, hourly rate, and explanation of other costs incurred. Payment of an invoice deemed acceptable by County will be made by County in accordance with its Net 30 payment terms.
- **Invoices must include contract number that will be given once contract is approved.**
  - **Please submit invoices to [hhshomeinvoices@marincounty.org](mailto:hhshomeinvoices@marincounty.org)**
- B.4 Contractor will bill on a cost basis.
- B.5 Contract Term: July 1, 2024 – June 30, 2027.
- B.6 Summary of Fees and Payments

**Total: \$3,587,776.00**

## Budget Detail

Activity	ERF3 Budget
Interim Shelter	3,004,200.00
Street Outreach	357,976.00
Systems Support	225,600.00

**Total ERF3 Grant Funding                      3,587,776.00**

Eligible Use Category	Description	Agency	UNIT	RATE	Months	total ERF3 Exp	long description
<b>Interim Sheltering</b>	Interim Sheltering strategies for 23 individuals	CSR	65			<b>2,716,200.00</b>	Various IH strategies will be employed. Calculation based on: 8 IH units, 33 months, \$2300/mo FMR (\$607,200) 27 motel units, \$100/night/ 18 months (\$1,485,000) Lease \$7000/mo for 24 mo (\$84,000) of IH site Purchase of 30 pallet shelters @18K/ea (\$540,000) Source of leverage: earmark from state surplus funding (500K); county match (500K)
<b>Interim Sheltering</b>	Security Contractor for IH programs	CSR	1	12,000	24	<b>288,000.00</b>	Provide mobile overnight safety and support to IH sites \$400 daily total: 24-month IH operations
<b>Street Outreach</b>	Purchase and operation of mobile shower vehicle - CSR	CSR	3	2,333	24	<b>317,976.00</b>	Mobile shower vehicle (\$150,000) would have 3 showers (one of which is ADA accessible) and laundry facilities; replaces existing outdated vehicle (2002 model) Source of leverage: Community Homeless Fund. Operating cost all-inclusive of staff, insurance, fuel, tolls, dumping/refill

<b>Street Outreach</b>	Downtown Streets Team cleanup assistance	CSR	1	3,333	36	<b>40,000.00</b>	City contract for employment training and readiness; outreach; case mgt; 4x /month. Source of leverage: City of San Rafael General Fund. Provides supported employment to currently/formerly homeless individuals in cleaning up the City, with one day/week in the encampment
<b>Systems Support</b>	6 toilets (2 ADA) and handwashing stations	CSR	1	3,400	24	<b>81,600.00</b>	Twice weekly service, inclusive of dumping and refill, cleaning, maintenance, and placement of units
<b>Systems Support</b>	Encampment cleanup contractor	CSR	1	12,000	12	<b>144,000.00</b>	Avg \$3K/wk; Twice weekly service, inclusive of dumping fees, staffing, hazmat, storage of belongings in line with SRPD storage policy

### **Fiscal Monitoring and Reporting**

- Contractor is subject to annual fiscal monitoring by the County or the County's qualified designee.
- A Cost Report and all supporting documentation must be submitted within sixty (60) days of the expiration date of this agreement. Supporting documentation may include but is not limited to trial balance, general ledger, and revenue and expenditure report. As required by the State, the Cost Report shall be based on actual costs and will be used by the County for management information and planning purposes. Contractor should be prepared to provide documentation of costs, including justifying indirect/overhead costs.
- Contractor will be asked to provide a complete set of latest annual audited financial statements.



EXHIBIT D  
DEBARMENT CERTIFICATION  
07/01/24 – 06/30/2027

Mahon Creek Path Area (MCA) Encampment



U.S. Department of Health & Human Services

**Office of Inspector General**  
U.S. Department of Health & Human Services

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

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<b>Paul John Skvaril</b> 			<div>Exclusion</div>
Unique Entity ID (blank)	CAGE Code (blank)	Physical Address San Rafael, CA 94903 USA	Classification <b>Individual</b> Activation Date Aug 7, 1995 Termination Date <b>Indefinite</b>
<hr/>			
<b>GRUPO CRISTAL CORONA S.A. DE C.V.</b> 			<div>Exclusion</div>
Unique Entity ID SGSMWKTJVFG8	CAGE Code (blank)	Physical Address Avenida Insurgentes No. 23, Interior 506, Piso 5, Colonia San Rafael, Mexico City, Distrito Federal, MEX	Classification <b>Special Entity Designation</b> Activation Date Termination Date <b>Indefinite</b>

<1 of 1>

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**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2015 - Edition 1**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and City of San Rafael, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: Mahon Creek Path Area (MCA) Emergency Encampment Operations ; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$1,000,000.00 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on July 1, 2024, and shall terminate on July 31, 2027. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

## **12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

## **13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

## **14. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

## **15. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

## **16. AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

## **17. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

## **18. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

## **19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

## **20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).**

### **Exhibit D - Debarment Certification**

**By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.**

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

## 21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Gary Naja-Riese Homelessness & Coordinated Care Division 1177 Francisco Blvd E. Ste B
Dept./Location:	San Rafael, CA 94901
Telephone No.:	415-473-6265 gary.naja-riese@marincounty.gov

Notices shall be given to Contractor at the following address:

Contractor:	City of San Rafael 1400 Fifth Ave
Address:	San Rafael, CA 94901
Telephone No.:	John.Stefanski@cityofsanrafael.org

## 22. ACKNOWLEDGEMENT OF EXHIBITS



Check applicable Exhibits

CONTRACTOR'S  
INITIALS

EXHIBIT A.

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

OTHER REQUIRED

EXHIBITS (HHS

USE ONLY)

<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input checked="" type="checkbox"/>	Contractor's Debarment Certification	
<input checked="" type="checkbox"/>	Subcontractor's Debarment Certification	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

**APPROVED BY  
COUNTY OF MARIN:**

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

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

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

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

Dennis Rodoni, President, Board of Supervisors

=====

**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**

County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**07/01/24 – 06/30/2027**

**Mahon Creek Path Area (MCA) Encampment**  
**McGuire Funding**

**Introduction:**

Contractor will utilize one-time funding from the State of California/State Senator Mike McGuire in the amount of \$500,000 matched with funding from the County in the amount of \$500,000 for a total of \$1,000,000.00 to invest in expanded homeless housing opportunities and services/programs by June 30, 2027.

**Overview:**

In this collaborative endeavor, the City and County are united in their commitment to providing temporary shelter to individuals experiencing homelessness in San Rafael. Both entities share equal responsibility for the success of this project, working hand-in-hand to address the needs of our community. It is important to note that whenever this document outlines tasks or responsibilities assigned to the City, it is understood that the County will also be actively involved in successfully carrying out these duties as well. This includes, but is not limited to, program development and execution, shelter operations, community engagement, and securing additional funding.

The City of San Rafael proposes to establish a sanctioned camping area on city-owned property to improve conditions and provide essential support services for individuals experiencing homelessness within the Mahon Creek Area encampment. This project aims to create a safer, more structured environment with enhanced services for participants. The City plans to contract with FS Global as the program management partner to oversee operations of the sanctioned area, and with Defense Block Security to provide 24/7 security services.

The City will also manage the development and site preparation for the sanctioned camping area. This includes contracting for necessary ground and electrical improvements and the installation of temporary facilities, such as office trailers for on-site management, portable restrooms, and sanitation services.

The scope of work addresses the second and third eligible use categories of the emergency funds:

1. The purchase or rehabilitation of housing, including the purchase of land for housing for homeless residents.
2. ***Operations associated with an emergency encampment including emergency housing.***
3. ***Direct assistance programs or services for homeless residents***

## **1. Health and safety improvements to the Mahon Creek Area encampment, the largest of existing encampments within the City**

City proposes to create a sanctioned camping area for unhoused individuals focused on supporting and accelerating transitions to permanent housing. The City intends to enhance the support to the encampment to address individual and community safety and sanitation concerns. These enhancements include:

- Mobile bathrooms and showers will be regularly available, starting on a weekly basis with review to assess increasing frequency.
- The City will also contract a professional program management operator and security contractor trained in de-escalation and harm reduction for the protection of unhoused individuals and their personal property. This operator will provide on-site staffing and will assist individuals in the governing of the site via a Code of Conduct established to protect the safety of participants and staff.
- These contractors will also provide a fire watch, working to limit or eliminate ignition sources to mitigate fire risks.
- The sanctioned camping area will provide unhoused individuals with convenient access to case managers and other service providers, while providing a service team with capacity to navigate every individual in the current encampment on their housing pathway, and transition assistance such as security deposits, subsidies, and furniture assistance.

Participation in the secure camping area and support services will be voluntary. The City is committed to using a trauma-informed, harm reduction approach; this focus has been and continues to be paramount to the City's ongoing support of individuals experiencing homelessness and the development of related regulations.

## **2. Permitting**

City and its contractors will manage the necessary permitting processes required for the construction and operation of the sanctioned encampment. This includes obtaining approvals from relevant authorities, ensuring compliance with building codes and zoning regulations, and addressing any legal or regulatory requirements.

## **3. Community Engagement Process**

City and its program management partner will facilitate a community engagement process to involve local stakeholders, residents, and community organizations in the operation of the sanctioned camping area. This process may include public meetings, workshops, surveys, engagement with residents with lived experience of homelessness, and other mechanisms to gather input, address concerns, and build community support.

## **4. Publicizing and Incorporating Public Feedback**



City will develop a comprehensive public outreach and communication plan to publicize the sanctioned camping area project. This includes disseminating information through various channels, addressing concerns, and fostering an open dialogue with the community including individuals with lived experience of homelessness. The city will also establish mechanisms to receive and respond to public feedback, ensuring transparency and accountability throughout the project's lifespan. The city will collect and incorporate best practices research into project design and will work with community social services providers to facilitate strong social services.

#### **5. Coordination with County's System of Care**

City will ensure collaboration and alignment with the County's Continuum of Care to establish a participant eligibility determination process that prioritizes individuals residing in the Mahon Creek Area encampment prior to the time of the Encampment Resolution Funding Round 3 (ERF-3) grant application. The City will work closely with the County to ensure that outreach services and participant enrollment into the program through the Homeless Management Information System (HMIS) comply with AB 977 requirements, as mandated by the ERF-3 grant administrators.

The County is also providing housing-based case management and outreach staff under the ERF3 grant award dedicated exclusively to individuals residing in the Mahon Creek Area encampment and eligible for the Encampment Resolution Funding Round 3 (ERF-3) grant, including participants of the sanctioned camping area.

#### **6. Service Plan Coordination**

City will collaborate with community agencies to develop a comprehensive site services plan for the sanctioned camping area. This plan should outline the range of support services to be provided, leveraging, and coordinating with existing services including case management, healthcare access, mental health support, job training, and other relevant resources. The city will coordinate with relevant agencies to ensure seamless integration of these services into the camping area's operations.

#### **7. Project Operator Selection**

City will select a program management operator responsible for providing on-site staffing and operational management of the sanctioned camping area. The operator should have experience in managing similar facilities and ensuring the safety, security, and well-being of site participants. The selection process may involve issuing a request for proposals, evaluating proposals, conducting interviews, and making a final selection.

#### **8. Ongoing Operations Monitoring**

City will monitor the ongoing operations of the sanctioned camping area to ensure compliance with established standards, regulations, and service provisions. City will establish timelines and deliverables for occupancy and outcomes. This includes regular inspections, performance evaluations of the project operator, and feedback collection from site participants and the surrounding community. Any necessary adjustments or improvements identified during the monitoring process will be addressed promptly.

#### **9. Reporting and Documentation**

City will maintain thorough documentation of all aspects of the development of the sanctioned camping area, including program participation agreements, contracts, permits, service plans, community engagement records, monitoring reports, and relevant correspondence. This documentation will serve as a comprehensive record of the project and aid in accountability, future planning, and potential audits. All services activities at the project will be documented according to standards of Marin County's system of care and applicable state and federal standards for programs addressing homelessness.

All contractors under the Division of Homelessness and Coordinated care are required to abide by the following in accordance with U.S. Department of Housing and Urban Development (HUD), State of California, and County of Marin Housing First requirements.

#### **A. Underlying philosophies**

The following four philosophies underlie the program's design and must be central to all services delivered:

##### *Housing First*

Evidence from communities across the country indicate that the most effective solution to homelessness is to place people in permanent housing without preconditions, and then provide the wraparound services necessary for them to stabilize. This philosophy is called "housing first" and is applicable to not just permanent housing, but also to outreach, shelter, and services programs. <https://endhomelessness.org/resource/housing-first/>

##### *Trauma-Informed Care*

Trauma-informed care realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved in the system; responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization. (<https://www.samhsa.gov/nctic/trauma-interventions>)

##### *Person-Focused Care*

A person-focused approach decentralizes and integrates services across the spectrum of care, to cross-train staff from different agencies to implement shared strategies, and to simplify and redesign work while increasing enrollees' involvement in their care. The priority is to design and align systems to reach and serve the client and communities, rather than requiring target populations to overcome systemic structural or cultural barriers.

##### *Social Determinants of Health*

Contractor will universally screen enrollees for the non-clinical barriers that may be interfering with their ability to lead healthy, productive lives. (<https://www.cdc.gov/socialdeterminants/>)

## **B. Cultural competency**

- Contractor agrees to comply with HHS's Equity Strategic Plan ([https://www.marinhhs.org/sites/default/files/libraries/2019\\_02/mc\\_hhs.stratplan18\\_v7.pdf](https://www.marinhhs.org/sites/default/files/libraries/2019_02/mc_hhs.stratplan18_v7.pdf))
- [https://www.marinhhs.org/sites/default/files/equity\\_progress\\_report\\_2022.pdf](https://www.marinhhs.org/sites/default/files/equity_progress_report_2022.pdf)).
- Contractor shall be responsible for providing services that incorporate the cultural background of the client, including the language, family structure, religion and belief system of the client.
- Contractor shall ensure that the quality of care provided to non-English-speaking individuals or to individuals with Limited English Proficiency (LEP), meets the same standards and is not substandard to the care provided to English-speaking clients.
- Contractor shall take all steps necessary to develop and maintain an appropriate capability for communicating, including providing sufficient qualified translators or translation service, in any necessary second language, including American Sign Language.
- Contractor shall be responsible for providing services to non-English/LEP speaking individuals in their own language. Contractor will have staff that are linguistically proficient in the threshold language(s) at key points of contact and during regular operating hours.
- All necessary steps will be taken to provide services in any language which is the primary language of at least 5 percent (5%) of either the community potentially served by the contractor or contractor's client population. Spanish is currently the only threshold language for Marin.

All staff used to carry out the reimbursable services in this contract must be trained and/or experienced in the delivery of housing first oriented, trauma informed, culturally competent services.

## **C. Definitions**

Contractors shall be familiar with HUD definitions of homelessness and associated recordkeeping requirements for documenting if clients meet the definition. [At a Glance Criteria and Recordkeeping Requirements for Definition of Homeless \(hudexchange.info\)](#)

## **D. Equity Statement**

The COUNTY is committed to achieving diversity, inclusion and racial equity for all. To that end, COUNTY requires its CONTRACTORS to include efforts aimed at achieving equity.

CONTRACTOR's Scope of Services shall include at least one (1) outcome that focuses on advancing equity. CONTRACTOR's reporting system shall include monitoring of equity outcomes.

Some examples of racial equity outcomes might include:

- Changes in underlying conditions that promote equity (i.e., increase access to food security, etc.)
- Improvements in health outcomes by race, determining if there is a gap between different racial groups, and taking actions to decrease the gap.
- Improvements in service outcomes by primary language spoken, determining if there is a gap between services according to language, and taking steps to decrease the gaps in those services (e.g., is it harder for patients of one language to get an appointment)

Eliminating barriers that unfairly impact communities of color (i.e., housing, education, etc.)

#### **E. Program Fees**

This program may not charge program fees to participants.

#### **F. Non-discrimination**

This program must adhere to policies that ensure Non-Discrimination in all program operations. Consistent with the policies of the Marin Continuum of Care, this program shall not tolerate discrimination on the basis of any protected class (including actual or perceived race, color, religion, national origin, sex, age, familial status, disability, sexual orientation, gender identity, medical condition, genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law).

Contractor will shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 – 11139.5).

All aspects of the outreach services will comply with all Federal, State, and local Fair Housing laws and regulations. Participants will not be "steered" toward any particular housing facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children.

#### **G. Coordination with WPC providers**

Contractor is required to:

- Participate in standardized onboarding training to ensure consistency in care coordination, data sharing, and reporting processes.
- Provide ongoing training to new staff to ensure services are appropriate and to promote continuous quality improvement.
- Participate in surveys, interviews, and reports.
- Participate in the governance committees, including the Advisory and Steering Committees, as well as committee workgroups as necessary.

All Contractors shall:

- Share data (e.g., on caseload progress and outcomes) subject to state and federal laws regarding confidentiality of health information.
- Participate in case conferencing among their Care Provider Team partners and between Care Provider Teams to not only engage in care planning, but to also share best practices and procedures; identify challenges and barriers; and develop shared philosophies and approaches.
- Participate in quality improvement testing.

- Track and document implementation progress.
- Adopt best practices developed for addressing the needs of the target population.
- Communicate on-going technical assistance needs that can be addressed with training and consulting resources.

## **H. Digital accessibility**

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables. Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.

## **I. County of Marin Accessibility Requirements for Delegated Direct Services**

The Americans with Disabilities Act of 1990 requires that all of the County of Marin's programs, services, and activities be accessible to and usable by individuals with disabilities. This law also stipulates that we may not delegate away our responsibility to ensure people with disabilities have equitable access. This means that not only must the programs and services administered by the County be accessible, but also those administered on behalf of the County by third party agencies. All entities receiving County funding which provide direct services to the public must also comply with the accessibility requirements set forth in the ADA, and other applicable laws and regulations. This guide has been created to assist agencies under contract with the County of Marin to ensure that they comply with accessibility requirements. Inquiries related to the content herein can be directed to:

County of Marin  
Disability Access Program  
(415) 473-4381 (voice)  
(415) 473-3232 TTY  
[disabilityaccess@marincounty.org](mailto:disabilityaccess@marincounty.org)

## **1. Programs and Services**

Every aspect of the service you provide is considered part of your program, and therefore it must be accessible to individuals with disabilities. This includes parking lots, service counters and spaces, transportation (shuttles, etc.), agendas, flyers, emails, online services, phone calls, meetings, celebrations, classes, recreational activities and more. The guidance in this document is primarily intended to help you provide accessible programs by providing you with the tools to:

- survey facilities and identify common architectural barriers for people with disabilities;
- identify common ADA compliance problems in your communications and activities; and
- remove barriers and fix common ADA compliance problems in these areas.

[ADA Technical Assistance Materials](#)

[ADA Update](#)

Your programs can be broken into three main categories, (Communications, Facilities, and Activities) which will be covered in more detail below.

Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.

## **2. Communications**

All the communications within your program must be accessible. This means any documents you provide must be made available in alternative formats, upon request. Brochures, agendas, schedules, and lists all may be requested by a client to be provided in alternative formats. Alternative formats can include Braille, large font, or documents on a thumb drive. You do not need to have all formats on hand at all times, but you must have a plan in place to provide them in a reasonable amount of time. Some clients may require professional support from providers such as sign language interpreters. Requests for these accommodations must be addressed in a timely manner as well.

The following is a list of resources and tools you may find helpful when ensuring the accessibility of your communications:

[ADA Requirements: Effective Communications](#)

[General Effective Communication Requirements under Title II of the ADA](#)

[US Access Board Guidelines and Standards: Communications](#)

### **3. Facilities**

If you are bringing clients into your facilities, or providing facilities for their use (recreation, program participation, housing, etc.) these facilities must meet accessibility requirements. In California, the best source of information on accessibility requirements for facilities is the California Building Code (CBC). The accessibility requirements contained in the CBC are compatible with the Federal requirements adopted by the United States Access Board. What is most important to remember about facilities is that your clients with disabilities need to be able to arrive, enter, conduct business, and interact with your program in the same way that clients without disabilities can. This generally means you must provide accessible parking, path of travel, meeting and workspaces, restrooms, and communal areas. All areas of your facility where clients will visit must be accessible. Please note there are different requirements for different types of facilities, so please review the requirements carefully.

The best way to determine if your facility is accessible and to determine what remediation may be necessary to bring your facility into compliance is to conduct a survey. You can either do this yourself, with the help of the tools provided below, or you can hire a Certified Access Specialist (CAsp) to perform a survey for you and compile the findings. A list of CAsp certified individuals can be found on the California Department of General Services Website. This list includes both public and private specialist, many of whom are available to work with publically contracted service providers.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your facilities:

[US Access Board ADA Requirements](#)

[US Access Board Guidelines and Standards: Buildings and](#)

[Sites](#) [California Building Code, Chapter 11B – Accessibility](#)

[ADA Checklist for Existing Facilities](#)

[Overview of Title II ADA Requirements for Buildings and Facilities](#)

### **4. Activities**

Meetings, company outings, fundraising events, counseling sessions, classes and trainings are all examples of some activities your organization may provide. Any interaction between your agency and the client must be accessible to clients and/or employees with disabilities. Many accessibility issues surrounding activities will be remediated through ensuring your facilities and communications are accessible; however there are other areas you must consider. For example, course content may need to be modified for a client with a developmental disability, accessible transportation may need to be provided to an event site with no public transit access, etc.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your activities:

[A Planning Guide for Making Temporary Events Accessible to People with](#)

[Disabilities Accessible Events: Planning and Preparation are Key](#)

[Website Accessibility under Title II of the](#)

[ADA](#)

[ADA Guidelines for Recreational](#)

[Facilities](#)

[US Access Board Guidelines and Standards: Recreation Facilities, Streets and Sidewalks,](#)

[Transportation,](#)

[Health Care](#)

## **J. Confidentiality Requirements**

1. **Confidentiality.** The Contractor and any employees and/or volunteers performing services at its direction shall maintain the confidentiality of any confidential or proprietary information and records made available or that Contractor is given access to in accordance with all applicable State and Federal laws relating to confidentiality. For purposes of this Contract, Confidential Information includes but is not limited to:
  - a. **Health Information:** Includes medical information, which means any individually identifiable information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
  - b. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.
2. **Nondisclosure.** Contractor and its employees, agents, or subcontractors shall protect Confidential Information from inappropriate and unauthorized access, use, disclosure. To the extent Contractor accesses Confidential Information in the course of its performance of this Contract, Contractor shall not use Confidential Information for any purpose and shall not disclose, any Confidential Information except if disclosure is required or permitted under State or Federal law.
3. **Safeguards.** Contractor shall implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Confidential Information that it may access, including training all employees who perform work on this Contract on Confidential Information and the need to protect Confidential Information. Contractors that participate in AB210 Multi-Disciplinary Teams shall also sign and implement the Participating Agency Agreement and Confidentiality Statement for itself and its employees. Contractor and its employees will comply with the pertinent data sharing policies and procedures.



**K. Grievances**

Contractor shall notify the County of any grievances filed against the contractor.

**L. CoC Participating Entity**

As a participating entity of the Marin County Coordinated Entry System, the Contractor shall follow the Marin Coordinated Entry System Policies & Procedures (CEP&P) (Exhibit #). Where there is a disagreement between the CEP&P and other language in this contract, the Contractor shall communicate with the Marin County team and jointly discuss which of the two statements is most appropriate for the work being done under this contract.

**M. Laws**

Contractor shall follow all applicable federal, state, and local laws relating to providing this service not mentioned above, including, but not limited to, maintaining a drug-free workplace.

**N. Administrative Responsibilities:**

- a. Contractor will ensure funding is utilized according to funding requirements.
- b. Contractor will submit reports as requested and meet with HHS staff to review outcomes, data and evaluate progress in meeting contract requirements, at a minimum interval of 6 and 12 months from contract execution.

**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**  
**07/01/24 – 06/30/2027**

**Mahon Creek Path Area (MCA) Encampment**

- B.1 Total Contract Amount: County shall pay Contractor a contract amount not to exceed **ONE MILLION DOLLARS AND ZERO CENTS AND ZERO CENTS (\$1,000,00.00)**. In no event shall total compensation paid to Contractor exceed **\$1,000,000.00 without** an amendment to this contract approved by the County of Marin.
- B.2 Authorization Required: Services performed by Contractor and not authorized in this contract shall not be paid for by County. Payment for additional services shall be made to Contractor by County if, and only if, this contract is amended by both parties in advance of performing additional services.
- B.3 Contractor will submit a monthly invoice to County for work performed during the month. Invoice will detail expenses including number of hours, hourly rate, and explanation of other costs incurred. Payment of an invoice deemed acceptable by County will be made by County in accordance with its Net 30 payment terms.
- **Invoices must include contract number that will be given once contract is approved.**
  - **Please submit invoices to: [hhshomeinvoices@marincounty.org](mailto:hhshomeinvoices@marincounty.org)**
- B.4 Contractor will bill on a cost basis.
- B.5 Contract Term: July 1, 2024 – June 30, 2027.
- B.6 Summary of Fees and Payments

**Total : \$1,000,000.00**

## Budget Detail

MCGUIRE FUNDED ACTIVITIES	Total Amount	Funding Category
Other Junk Co - Cleanup Contractor	\$ 165,000.00	2 - Emergency Encampment Operations
Downtown Streets Team	\$ 40,000.00	3 - Direct Services
WeHope Shower Service	\$ 26,400.00	3 - Direct Services
Defense Block - first 3 months of operation	\$ 240,837.00	2 - Emergency Encampment Operations
FS Global - first 3 months of operation	\$ 168,589.00	2 - Emergency Encampment Operations
Secure Camping Area Site Preparation Costs	\$ 359,174.00	2 - Emergency Encampment Operations
<b>TOTAL</b>	<b>\$ 1,000,000.00</b>	

### Funding categories

2. Operations associated with an emergency encampment including emergency housing.
3. Direct assistance programs or services for homeless residents.

### Fiscal Monitoring and Reporting

- Contractor is subject to annual fiscal monitoring by the County or the County's qualified designee.
- A Cost Report and all supporting documentation must be submitted within sixty (60) days of the expiration date of this agreement. Supporting documentation may include but is not limited to: trial balance, general ledger, and revenue and expenditure report. As required by the State, the Cost Report shall be based on actual costs and will be used by the County for management information and planning purposes. Contractor should be prepared to provide documentation of costs, including justifying indirect/overhead costs.
- Contractor will be asked to provide a complete set of latest annual audited financial statements.

EXHIBIT D  
DEBARMENT CERTIFICATION  
07/01/24 – 06/30/2027

Mahon Creek Path Area (MCA) Encampment



U.S. Department of Health & Human Services

**Office of Inspector General**  
U.S. Department of Health & Human Services

Report #, Topic, Keyword..  
Advanced

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Home > Exclusions

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at [webmaster@oig.hhs.gov](mailto:webmaster@oig.hhs.gov).

## Exclusions Search Results: Entities

No Results were found for

- City of San Rafael

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 10/17/2024 3:16:51 PM EST on OIG LEIE Exclusions database.  
Source data updated on 10/10/2024 9:08:00 AM EST

HomeSearchData BankData ServicesHelp

SearchAll WordsCity of San Rafael

Select DomainEntity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

Showing 1 - 2 of 2 results

Paul John Skvaril

Active

Unique Entity ID (blank)

CAGE Code (blank)

Physical Address San Rafael, CA 94903 USA

Exclusion

Classification Individual

Activation Date Aug 7, 1995

Termination Date Indefinite

GRUPO CRISTAL CORONA S.A. DE C.V.

Active

Unique Entity ID SGSMWKTJVFG8

CAGE Code (blank)

Physical Address Avenida Insurgentes No. 23, Interior 506, Piso 5, Colonia San Rafael, Mexico City, Distrito Federal, MEX

Exclusion

Classification Special Entity Designation

Activation Date

Termination Date Indefinite

<1 of 1>

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# County of Marin and the City of San Rafael Collaboration Agreement: ERF3 Funds, Senator McGuire Funds, and 50/50 Match for Housing Based Case Manager

This agreement is made and entered into by the City of San Rafael (“San Rafael”) and the County of Marin, (“County”), also hereunder known as (“Party,” “Parties”). This agreement is effective the last date of signature and will expire on June 30, 2027.

This agreement covers activities under the Encampment Resolution Round 3, McGuire/County Match, and City-County 50/50 match for housing-based case manager.

This agreement commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each party as described below.

## Background & Funding Sources

### **State of California - Encampment Resolution Round 3**

The Encampment Resolution Funding (ERF) Program is a four-year grant program that includes three rounds of funding. The third round, ERF-3-R, was authorized in 2022 through Senate Bill 197 (Chapter 70, Statutes of 2022), enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 502520 et seq).

Per the [ERF-3 Notice of Funding Availability](#), ERF funding is intended to increase collaboration between CalICH (now moved under the Department of Housing and Community Development (HCD)), local jurisdictions, and Continuums of Care (CoC) for the following purposes:

- Help local jurisdictions ensure the safety and wellness of people experiencing homelessness in encampments.
- Provide funds to resolve critical encampment concerns and transition individuals to safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The City and the County submitted a joint application for ERF-3 funds under application window 1 with a proposal to address the Mahon Creek Path Area (MCA) encampment and received a Notice of Intent to Award this funding (\$5.9M) from the State on April 18, 2024. Below details the roles and responsibilities of each party with regards to implementation of these multiple funding opportunities.

### **McGuire/County Match Funds**

The scope of work and budget for the \$500,000 “Senator McGuire” grant and \$500,000 County match are required by the State of California to operate under the following three eligible uses:

1. The purchase or rehabilitation of housing, including the purchase of land for housing for homeless residents.
2. Operations associated with an emergency encampment including emergency housing.
3. Direct assistance programs or services for homeless residents.

### **City-County 50/50 Funded Housing Based Case Manager**

The County offers a 50 percent County matching program for City-run homeless service programs aimed at improving conditions at homeless encampments and efforts to move individuals along the continuum of care to a permanent housing destination, consistent with Housing First Principles.

As part of this program initiative, the City of San Rafael will contribute, from available state and/or local funding, to funding 50% of a Full-Time Equivalent (FTE) city focused Housing Based Case Manager position in San Rafael over a two-year period. The County of Marin would fund the remaining 50% from available state and/or local funding.

In this collaborative approach, the County will partner with the City of San Rafael in a Housing-Based Case Management initiative directed toward supporting individuals experiencing homelessness within the City with a priority on those residing in unsanctioned encampments within the City consistent with Housing First Principles.

### **Encampment Resolution Grant, Round 3, Window 1**

#### **19 Strategies to Address Encampments**

The County and the City agree to utilize the following “[19 Strategies to Address Encampments](#)” revised in 2024 by United States Interagency Council on Homelessness as outlined below:

#### **EQUITY CRISIS RESPONSE**

1. Engage Encampment Residents in Efforts to Develop Solutions
2. Address Unique Needs of People With Chronic and Acute Health Conditions

#### **COLLABORATION HOUSING & SUPPORT**

3. Establish a Cross-Agency, Multi-Sector Response
4. Empower Outreach Teams and Health Providers to Lead the Effort
5. Prioritize Closure Based on Health and Safety Factors
6. Engage Neighboring Residents and Businesses

#### **DATA & EVIDENCE PREVENTION**

7. Collect and Share Qualitative and Quantitative Data
8. Track Shelter and Housing Availability
9. Track Status of People Housed and Yet to Be Housed

## CRISIS RESPONSE

10. Address Basic Needs and Provide Health Care
11. Conduct Comprehensive, Coordinated, and Ongoing Housing-Focused Outreach
12. Provide Storage

## HOUSING & SUPPORT

13. Ensure Access to Housing and Services
14. Ensure Interim Strategies Promote Dignity, Respect, and Pathways to Permanent Housing
15. Develop Pathways to Permanent Housing and Support
16. Ensure Encampments Are Closed Humanely

## PREVENTION

17. Expand Affordable Housing
18. Interrupt Pipelines Into Homelessness
19. Build and Strengthen Safety Nets

## **County & City Joint Roles & Responsibilities**

**The County & City** shall jointly serve to ensure success of the ERF-3 implementation. The following are activities that the County and City shall conduct in collaboration together:

- Collaborate on making changes to the budget or implementation strategy as needed to ensure expenditure and encumbrance deadlines are met, as defined by the grant.
- Collaborate on scope development, oversight, and implementation for outreach and housing-based case management ERF-3 funded services.
- Coordinate with service providers/vendors selected to serve the sanctioned camping program and the housing based interim shelter site on program implementation.
- Collaborate regarding any potential future temporary/interim shelter projects.
- Co-lead and participate in bi-weekly case conferencing meetings to review status of all clients and report to partners on aggregated housing progress.
- Jointly chair a monthly ERF-3 operations and strategy meeting to be for the purpose of collaborating on strategy and ongoing implementation of the program, overall grant monitoring, coordination of services and supports, on-going tracking/reporting of data/progress.
- Collaborate on all external communications and community engagement for ERF-3 to ensure timely, accurate, and informative messaging is being provided to the community.

### *Services & Supports*

- Conduct outreach in the encampment, provide social services and support when needed, resolve community concerns, work with direct service provider staff, and offer crisis intervention support to the program.
- Manage the client flex funds, ensuring that they are spent in alignment with the grant objectives and that appropriate expenditure justification documentation is collected and maintained.
- Co-manage Rapid Rehousing and rental assistance supports provided to clients through contracts, including that best practices are implemented, regulations are followed, and appropriate documentation is collected and maintained.
- Collaborate regarding operations of the City's sanctioned camping program, including establishment of policies and procedures, attending to urgent client issues, and other activities associated with site management as needed.
- Collect lived experience qualitative and quantitative data to inform on-going process improvement.
- Develop and implement a plan to return MCA to its original intended public use.

### County Roles and Responsibilities:

The County, in addition to shared responsibilities, shall conduct the following activities:

#### *Administration, Staffing & Grant Management*

- Review CallCH/ERF-3 grant requirements, award documents, and on-going office hours to ensure required data collection and reporting on grant progress and outcomes.
- Execute and monitor outreach and housing-based management contracts relating to ERF-3, including with CallCH, vendors, and as applicable the City.
- Submitting reports to CallCH on ERF-3 progress with timely information contributed by City.

### *Services & Supports*

- Manage Coordinated Entry (CE) process, including but not limited to managing CE prioritization based on coordinated entry assessments, managing referrals to housing-based case management, referrals to Marin Housing Authority (MHA), and referrals to housing placements.
- Increase access and connection to services and entitlements managed by Health & Human Services through the Coordinated Care Initiative including, but not limited to, MediCal, CalFresh, General Relief, Behavioral Health and Recovery Services Access Team, Homeless Medical Services (including Street Medicine).



### *Other Leveraged Activities*

- HHS will work with MHA to ensure Housing Based Case Managers complete Section 8 paperwork for chronically homeless individuals and refer eligible clients to the Section 8 waitlist.
- Housing Based Case Managers and outreach workers will leverage supports such as Security Deposits, Furniture assistance, Moving Costs, etc. As needed.
- Housing based case managers and outreach workers will refer individuals to shelter, transitional housing, and other supports as needed or requested by clients.
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### City Roles and Responsibilities:

**The City**, in addition to shared responsibilities, shall perform the following activities:

#### *Administration, Staffing & Grant Management*

- Manage budget and oversight for leveraged City funded staff positions.
- Provide information monthly to the County required for it to fulfill its administrative duties (e.g., information for reports to CalICH)

#### *Services & Supports*

- Establish and manage the MCA site, including monitoring trash pickup, establishment of policies and procedures on the site, monitoring safety, attending to urgent site issues, and other activities associated with site management. City expects to contract many of these services to third parties, while informing the County and collaborating with County staff on contractor selection.

### *Other Leveraged Activities*

- Manage unsanctioned camping of the greater Mahon Creek Path area including enforcement activities, provision of port-o-potties, trash pickup, and large debris removal.
- Coordinate with any service vendors selected to serve the interim shelter site on program implementation.
- Leverage the support of the SAFE Team and track calls/outcomes for reporting.
- Manage mailbox and storage program with the Ritter Center.
- Via the San Rafael Police Department: facilitate education and compliance with the City's camping ordinances; serve as a central nexus for coordinating enforcement efforts of departments, including Fire, Police, Community and Economic Development, Libraries, Childcare and Recreation, Public Works, City Attorney, along with San Rafael's SAFE team.
- Via the SRPD Mental Health Liaison: conduct outreach in the encampment, provide social services and support when needed, resolve community concerns, work with direct service

provider staff, offer crisis intervention support to the program along with San Rafael's SAFE team.

- Via the Assistant City Manager and Assistant City Attorney: provide supervisory and legal support to the project.

Signatures

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City of San Rafael

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County of Marin