



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, NOVEMBER 2, 2020

CORONAVIRUS (COVID-19) ADVISORY NOTICE

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

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

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

OPEN SESSION - (669) 900-9128 ID: 889-1633-1168# - 6:00 PM

1. Mayor Phillips announced Closed Session items.

CLOSED SESSION - (669) 900-9128 ID: 889-1633-1168# - 6:00 PM

2. Closed Session:
 - a. Personnel Matters – Government Code Section 54957
Public Employee Performance Evaluation – City Manager

REGULAR MEETING AT 7:00 P.M.

Watch online: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128,

ID: 884-8011-5619#

CITY MANAGER'S REPORT:

3. City Manager's Report:

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

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

CONSENT CALENDAR:

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

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, October 19, 2020 (CC)

Recommended Action – Approve minutes as submitted

b. **Special Library Parcel Tax Oversight Committee Appointment**

Approve Appointment of Gail Grasso to the Special Library Parcel Tax Oversight Committee to the End of July 2022 Due to the Resignation of Pamela Cook (CC)

Recommended Action – Approve Appointment

c. **Agreements for On-Call Planning and Environmental Consultant Services**

- i. Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with MIG, Inc. for On-Call Planning and Environmental Consultant Services in an Amount Not to Exceed \$100,000 (CD)

Recommended Action – Adopt Resolution

- ii. Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with M-Group for On-Call Planning and Environmental Consultant Services in an Amount Not to Exceed \$100,000 (CD)

Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS

5. Other Agenda Items:

a. **Canal Policy Working Group**

Resolution to Pursue Bold, Collaborative Solutions that Place Equity at the Forefront of Our Efforts to Address the Disproportionate Impacts the Covid-19 Pandemic is Having on Our Most Marginalized Communities, Local Businesses and Property Owners (CM)

Recommended Action – Adopt Resolution

b. **CDBG-CARES Act Coronavirus Funding Allocation Recommendations**

Resolution Recommending Community Development Block Grant CARES Act Coronavirus (CDBG-CV) Allocation 3A Funding to the Marin County Board of Supervisors for the San Rafael Planning Area (CD)

Recommended Action – Adopt Resolution

- c. **Opportunity Zone Renter Relocation Assistance Informational Report**
Informational Report on Renter Relocation Assistance in the Opportunity Zone Located in the Canal Neighborhood of San Rafael (CD)
Recommended Action – Accept report and provide feedback to staff

- d. **Affordable Housing Trust Fund Allocation**
Resolution Approving a Housing Trust Fund Grant to the County of Marin for the Affordable Housing Development at 3301 Kerner Boulevard in an Amount Not to Exceed \$1,540,000, and Authorizing the City Manager to Execute Grant Documents and Related Documents (CD)
Recommended Action – Adopt Resolution

- e. **Third Street Improvements**
Informational Report on the Third Street Rehabilitation and Third Street Safety Improvements Projects (PW)
Recommended Action – Accept report

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

6. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

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



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, OCTOBER 19, 2020

CORONAVIRUS (COVID-19) ADVISORY NOTICE

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

Absent: None

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

OPEN SESSION - (669) 900-9128 ID: 860-7415-1238# - 6:15 PM

1. Mayor Phillips announced Closed Session items.

CLOSED SESSION - (669) 900-9128 ID: 860-7415-1238# - 6:15 PM

2. Closed Session:
 - a. Conference with Legal Counsel—Anticipated Litigation
Government Code Section 54956.9(d)(2) and (e)(5): Significant Exposure to Litigation
(One potential case)

REGULAR MEETING AT 7:00 P.M.
Watch online: www.youtube.com/cityofsanrafael
Listen by phone: (669) 900-9128,
ID: 850-6400-3042#

Mayor Phillips called the meeting to order at 7:02 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Clerk Lindsay Lara informed the community the meeting would be streamed live to YouTube and members of the public would provide public comment either on the telephone or through YouTube live chat. She explained the process for community participation through the telephone and on YouTube.

City Attorney Rob Epstein announced that no reportable action was taken in the Closed Session held prior to the meeting.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz announced:

- Applications are being accepted for the Park & Recreation Commission and the Board of Library Trustees
- COVID-19 and the City's response updates
- Budget and funding support updates

Chief of Police Diana Bishop spoke on the recent toppled Junipero Serra statue incident at Mission San Rafael.

Mayor Phillips provided comments

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

Mayor Phillips invited public comment

Correspondence in real-time through YouTube or telephone

- Victoria DeWitt, addressed the City Council regarding the project at 38 Upper Fremont, approved by the Planning Commission on September 15, 2020

CONSENT CALENDAR:

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

Councilmember Bushey moved and Councilmember McCullough seconded to approve the Consent Calendar

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Monday, October 5, 2020 (CC)
Approved minutes as submitted

- b. **Board of Library Trustees Appointment**
Appointment of Cheryl Lentini to Fill One Unexpired Four-Year Term to the End of April 2023 on the Board of Library Trustees (CC)
Approved Appointment

- c. **City Quarterly Investment Report**
Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending September 30, 2020 (Fin)
Accepted report

- d. **MCSTOPPP Full Trash Capture Device Project**
Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. for Design and Environmental Engineering Services Associated with the MCSTOPPP Full Trash Capture Device Project in an Amount Not to Exceed \$135,544 (PW)
Resolution 14864 - Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. for Design and Environmental Engineering Services Associated with the MCSTOPPP Full Trash Capture Device Project in an Amount Not to Exceed \$135,544

- e. **Public Safety Center Street Resurfacing Notice of Completion**
Accept Completion of the Public Safety Center Street Resurfacing Project (City Project No. 11377), and Authorize the City Clerk to File the Notice of Completion (PW)
Accepted completion and authorized City Clerk to file completion

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

SPECIAL PRESENTATION

5. Special Presentation:

- a. Presentation by PG&E Regarding Temporary Generation Substation Update

Mark Van Gorder and Darin Cline from PG&E presented the update

Presenters responded to questions from councilmembers

Mayor Phillips invited public comment

Speakers: Name withheld, Pamela Reaves, Name withheld, Name withheld, Name withheld

Presenters responded to public comment

OTHER AGENDA ITEMS

6. Other Agenda Items:

a. **General Plan 2040 / Downtown Precise Plan**
General Plan 2040 Progress Report #5 (CD)

Paul Jensen, Community Development Director introduced Barry Miller, Project Manager who presented the staff report

Councilmembers provided comments

Mayor Phillips invited public comment

Speakers: Meg Reilly, Bill Carney, Chris Hart

Staff responded to public comment

Councilmember Bushey moved and Councilmember Gamblin seconded to accept the report

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Accepted report

b. **Sea Level Rise Adaptation**

Informational Report on Flood Risk & Sea Level Rise Adaptation Report and San Rafael Sea Level Rise Adaptation Technical Guidance Study Prepared for the San Rafael General Plan 2040 (CD/PW)

Paul Jensen, Community Development Director and Matt Brennan, Environmental Science Associates presented the staff report

Councilmembers provided comments

Mayor Phillips invited public comment

Speakers: Chris Hart, William Carney, Pamela Reaves

Councilmember Colin moved and Councilmember Bushey seconded to accept the report

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Accepted report

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

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

7. Councilmember Reports:

- Mayor Phillips provided updates on the Freitas Parkway weapon confrontation, the toppled Junipero Serra statue and State of the City event

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar:

Chair Phillips invited public comment on the Successor Agency Consent Calendar; however, there was none

Member Bushey moved and Member McCullough seconded to approve the Successor Agency Consent Calendar

- a. **Successor Agency Quarterly Investment Report**
Acceptance of San Rafael Successor Agency Quarterly Investment Report for the Quarter Ending September 30, 2020 (Fin)

Accepted report

AYES: Members: Bushey, Colin, Gamblin, McCullough & Chair Phillips
NOES: Members: None
ABSENT: Members: None

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 9:16 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2020

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: SPECIAL LIBRARY PARCEL TAX OVERSIGHT COMMITTEE APPOINTMENT

SUBJECT: APPROVE APPOINTMENT OF GAIL GRASSO TO THE SPECIAL LIBRARY PARCEL TAX OVERSIGHT COMMITTEE TO THE END OF JULY 2022 DUE TO THE RESIGNATION OF PAMELA COOK

RECOMMENDED ACTION:

Approve appointment to the Special Library Parcel Tax Oversight Committee.

BACKGROUND:

On November 4, 2019, the San Rafael City Council called for applications to fill one unexpired four-year term to the end of July 2022 due to the resignation of Pamela Cook and set the deadline for applications to November 26, 2019. However, due to a lack of applications received, the City Clerk's office left the deadline for submitting applications 'Open until filled'. As of February 18, 2020, the City Clerk's office had received four applications, and closed the application period. A subcommittee of the City Council was set to interview the applicants in March, but the interviews were postponed due to COVID-19.

The Special Library Parcel Tax Committee's mission is to ensure that the revenues received from the voter approved parcel tax are spent only on the uses outlined in Ordinance 1942 (passed as Measure D in the June 2016 Special Municipal Election). The [Measure D Special Library Parcel Tax Committee](#) consists of five members that meet at least twice annually and act as an independent citizens oversight committee to ensure that the Library spends the funds from the parcel tax in a manner consistent with the language of the ballot measure that approved the tax.

ANALYSIS:

On October 27, 2020, the City Council Liaison, Vice-Mayor and Special Library Parcel Tax Oversight Committee Staff Liaisons conducted interviews of the applicants and recommended the appointment of Gail Grasso be approved by the City Council.

FISCAL IMPACT: There is no fiscal impact associated with this action.

RECOMMENDATION:

Approve appointments to the Special Library Parcel Tax Oversight Committee.

ATTACHMENT:

FOR CITY CLERK ONLY

Council Meeting:

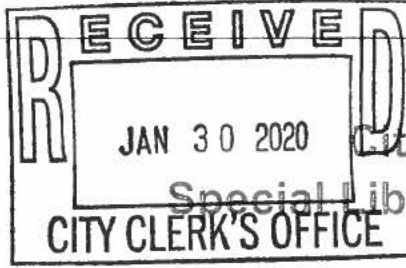
Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

1. Application
2. Special Library Parcel Tax Oversight Committee Bylaws



SAN RAFAEL
THE CITY WITH A MISSION



City of San Rafael
Special Library Parcel Tax
Committee

Boards and Commissions Application

Applicant Information

Full Name: GAIL A. GRASSO

*Address: [REDACTED]
Street Address Apartment/Unit #

San Rafael CA 94903
City State ZIP Code

*Phone: [REDACTED] *Email [REDACTED]

Resident of San Rafael for 50 years.

Employer: N/A

Occupation: "

Business Address: "
Street Address Apartment/Unit #

City State ZIP Code

Education

BA Biology
Graduate Program - Clinical Lab Science

Supplemental Questions

Participation in the following civic activities:
North San Rafael Vision Committee
Terra Linda H.O.A.

Member of the following civic organizations:
Environmental Forum of Marin, Marin Conservation League
Env. Action Committee of West Marin

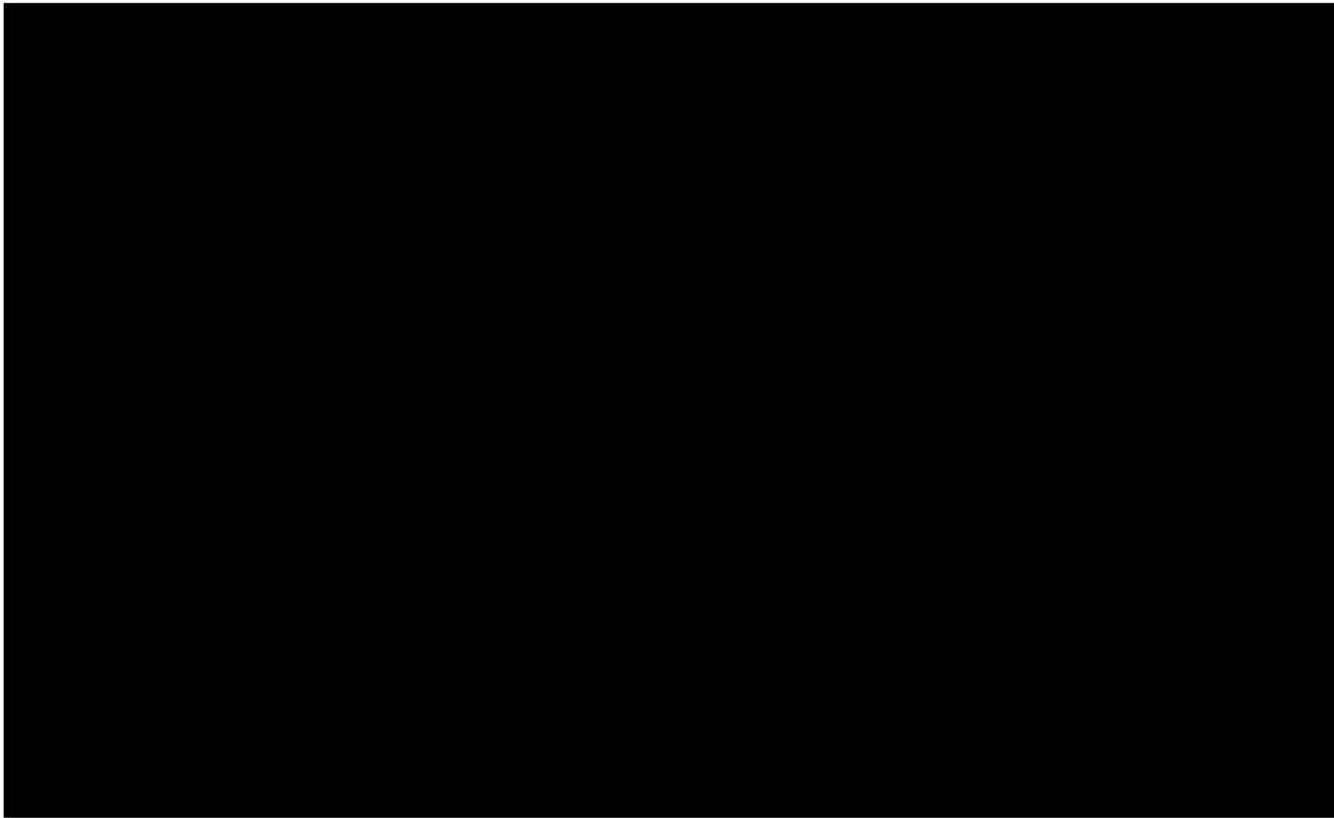
My reasons for wanting to serve are:

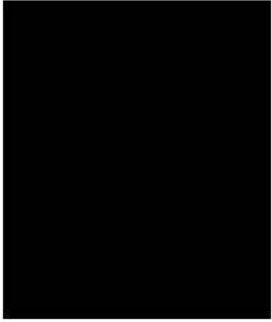
To assist in ethical aspects of the "watchdog" process for the Library System

Describe possible areas in which you may have a conflict of interest with the City:

Demographics (Optional)

The demographic information you choose to provide is **VOLUNTARY** and **OPTIONAL** and refusal to provide it will not subject you to any adverse treatment. This information will be considered confidential, kept separate from your application and will not be used for evaluating applications or making appointments. The City of San Rafael will use this information solely to conduct research and compile statistical reports regarding the composition of its Board and Commission applicants.





Signature

Signature: Gail A. Grasso

Date: Jan. 28, 2020

Filing Deadline:
Open Until Filled

Mail or deliver to:
City of San Rafael, Dept. of City Clerk
City Hall, 1400 Fifth Avenue, Room 209
San Rafael, CA 94903

*Information kept confidential, to the extent permitted by law.

SPECIAL LIBRARY PARCEL TAX COMMITTEE

I. Roles, Responsibilities and Duties:

A. The responsibilities and duties of the **Special Library Parcel Tax Committee** (Committee) shall be limited as follows:

1. The Committee's sole function shall be to review expenditures of the revenues from the Special Library Services Parcel Tax adopted by Measure D on June 7, 2016 to ensure the monies have been expended in accordance with the authorized purposes of Measure D.
2. The Committee shall take steps to understand the allowable expenditures of the Special Library Services Parcel Tax monies (as identified in Chapter 3.36 of the Municipal Ordinance).
3. The Committee shall take steps to understand municipal revenue collection and distribution from local, state and federal sources.
4. The Committee shall prepare and submit to the City Council and the community an annual public report on the expenditures of the Special Library Services Parcel Tax revenues for the previous fiscal year. (anticipated each December.)

B. The Committee shall not have any budgetary decision authority, shall not allocate financial resources, and shall not make budget or service recommendations to the City Council.

C. The Committee shall have no authority to direct, nor shall it direct, City staff or officials.

II. Committee Structure and Proceedings:

A. Appointments

The City Council shall make appointments to the Committee consistent with the established manner of appointing various City Commissions and related committee members.

The Committee shall be composed of up to seven (7) members, but no less than five (5) members.

B. Qualification Standards

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. Term

Committee members shall serve for a term of either four or five years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a five-year term, the remaining members will serve a four year term.

D. Chair and Vice-Chair

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a chair and a Vice-Chair, who shall act as Chair only when the chair is absent.

E. Compensation

The Committee members shall serve without compensation.

F. Meetings

1. The Committee shall conduct at least two regular meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. Vacancies and Removal

1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive regular Committee meetings. Upon a member's removal, his or her seat shall be automatically deemed vacant.

H. City Support

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

I. Termination of Committee

The Committee shall automatically disband six (6) months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul Jensen (RB, AMG)
Community Development Director

City Manager Approval: *AS*

TOPIC: AGREEMENTS FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES

SUBJECT:

1. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MIG, INC. FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000;
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolutions.

BACKGROUND:

Over the past year, two highly skilled planners in the Community Development Department (CDD) left the City, one retired and the other left for another job. CDD rehired one of the positions with an entry-level planner. The other position remains unfilled due to the hiring freeze currently in effect, which was implemented to address a projected \$11.8 million deficit due to an economic downturn caused by COVID-19. For the past year, the City has been working with two consulting firms, M-Group and MIG, Inc., for on-call services to fill the short-term gap that has been created by the loss of the two full-time planners. Both firms have demonstrated through prior work for the City that they have staff with the ability to deliver high quality services as on-call land use and environmental planners.

ANALYSIS:

Although the CDD is short staffed, the construction industry remains active and CDD continues to experience a high volume of requests for permit services. For instance, in the past six months, the Planning Division received over 160 new land use entitlement applications. In addition, CDD has been working on a number of long-range planning projects, including work on Housing related policies, sea level rise, and the General Plan update/Downtown Precise Plan.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

Because of the complexity and amount of time involved in analyzing land use and environmental review applications, CDD is often in need of assistance from land use and environmental consulting firms to provide guidance on the CEQA process and to prepare the necessary land use and environmental documents. In recent years this task has become difficult in that firms will often have limited availability and are only able to commit to a limited number of hours and for short period of time which is often insufficient to meet our needs.

Staff is seeking to retain on-call planning and environmental consulting services from two firms; each with a total contract amount not to exceed \$100,000. This approach will allow staff to request assistance from either of the two firms as needed on a project by project basis. The CDD Director will review and approve each individual project scope of work and cost estimates, as they are needed. Copies of the Professional Services Agreements along with associated cost estimates are attached.

FISCAL IMPACT:

The total amount of the combined not-to-exceed agreements is \$200,000. These funds are appropriated as part of the Fiscal Year 2020/21 budget for CDD (general fund). In addition, since these services are billed at an hourly rate, these expenses are offset by corresponding revenue received for these services.

OPTIONS:

The City Council has the following options:

1. Accept the two proposals for service and authorize the City Manager to execute a Professional Services Agreements (“PSA”) with MIG, Inc. and with M-Group;
2. Revise the proposals based on City Council discussion;
3. Continue the matter and request additional information.

RECOMMENDED ACTION:

1. Adopt the Resolution approving the PSA with MIG, Inc.; and
2. Adopt the Resolution approving the PSA with M-Group.

ATTACHMENTS:

1. City Council Resolution authorizing execution of PSA between the City and MIG, Inc. with Exhibit “A”: Professional Services Agreement and Scope of Work
2. City Council Resolution authorizing execution of PSA between the City and M-Group with Exhibit “A”: Professional Services Agreement and Scope of Work

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MIG, INC. FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

(Term of Agreement: through July 30, 2022)

WHEREAS, the City of San Rafael has determined that temporary on-call professional planning and environmental services are needed to provide support to the Current Planning Division of the Community Development Department and to prepare necessary land use and environmental documents, on an as-needed basis; and

WHEREAS, on-call professional services are intended to fill temporary gaps in services; and

WHEREAS, at the City's request, MIG, Inc. has submitted a scope of work and proposal for providing day-to-day current planning assistance to the City, including a list of anticipated activities/tasks and the hourly rate for performance of these services; and

WHEREAS, the costs associated with MIG, Inc.'s proposed interim professional services are already budgeted within the Community Development Department (General Fund), and through application and permit processing fees collected from the project developers for cases assigned to the contract planner;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with MIG, Inc. in the form attached hereto as Exhibit A, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

Exhibit A: Professional Services Agreement between City of San Rafael and MIG, Inc, with Attached Scope of Work

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ON-CALL CONTRACT PLANNING SERVICES TO FILL A TEMPORARY GAP IN
SERVICES IN THE PLANNING DIVISION**

This Agreement is made and entered into this 7th day of October, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and MIG, INC. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the San Rafael Planning Division is committed to providing timely and effective planning services to the public; and

WHEREAS, the Planning Division has been faced with the need to reduce staffing level due to economic impacts that have resulted from Covid-19.

WHEREAS, given the current workload of **CITY** staff, the **CITY** has determined that Planing Division is faced with a temporary gap in services and that on-call professional planning and environmental services are needed to supplement existing staffing through temporary assignment of projects on an as-needed on-call basis.

WHEREAS, at the **CITY'S** request, **CONTRACTOR** has submitted a proposal to the **CITY**, to provide on-call contract planning services with the option of using journey level planners as well as experienced contract planners that can be used on a project by project basis. Said proposal is attached to this Agreement marked "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the **CITY** has determined that **CONTRACTOR** proposes a unique on-call approach to contract planning services which would provide the most qualified contract planner at the appropriate level thus providing a cost-effective solution; and

WHEREAS, **CONTRACTOR** has demonstrated through its statement of qualifications and prior work for other cities, on other similar projects and recent work for the City of San Rafael, that it would be able to take on the responsibilities as a Contract Planner to provide on-call professional planning services for the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Alicia Giudice, Principal Planner, is hereby designated the **PROJECT MANAGER** for the **CITY**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

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

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform as-needed, on-call contract planning services in the Planning Division with the duties as described in Exhibit 1 attached.

CONTRACTOR shall work between 12-20 hours/week, but actual hours worked each week shall be based on the number of hours needed to manage project workload or deadlines for that week as determined by the City.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4 and shall provide **CONTRACTOR** with a work space and materials and information necessary for **CONTRACTOR** to perform the services required by this Agreement.

4. COMPENSATION.

CONTRACTOR shall perform duties and bill for services on a "time and material" basis, as work is needed by **CITY**, at the billing rates as presented in Exhibit "1" hereto, provided that total compensation paid to **CONTRACTOR** pursuant to this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000).

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on September 1, 2020, and ending on July 30, 2022. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

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

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure

written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

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

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

3. If any licensed professional performs any of the services required to be

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

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

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

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

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

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

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

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

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

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval

of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**'S performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY**'S option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in

any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

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

TO **CITY**'s Project Manager: Alicia Giudice, Principal Planner
 City of San Rafael
 1400 Fifth Avenue
 San Rafael, CA 94901

TO **CONTRACTOR**'s Project Director: Scott Davidson,
 Director of Contract Planning Services
 800 Hearst Avenue
 Berkeley, CA 94710

16. INDEPENDENT CONTRACTOR.

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

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

E. If any conflicts arise between the terms and conditions of this Agreement, and the

terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

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

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.


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

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

CITY OF SAN RAFAEL

CONTRACTOR

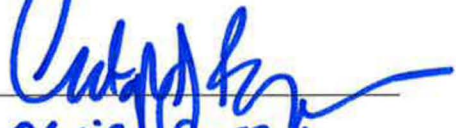
JIM SCHUTZ, City Manager

By: 
Name: DANIEL S. MEDIANO
Title: CEO

ATTEST:

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

LINDSAY LARA, City Clerk

By: 
Name: CHRISTOPHER J. BETMAN
Title: CDO

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

Exhibit 1

MIG, INC.

Approach/Scope of Work

MIG will provide on-call and contract planning services by utilizing a team of Project Associates and Senior Planners who will be supervised by a MIG Director (at present Shawna Brekke-Read and/or Scott Davidson).

To ensure appropriate resources are assigned to match project needs, MIG will work with City staff to assign projects to individual planners and oversee their work. Unless otherwise directed by the City, MIG assumes City staff will provide project supervision and quality control for assigned projects. This proposal anticipates MIG contract planners will handle the full array of project review and entitlements. The following lists typical tasks that will be associated with our work:

- Analyze development applications for compliance with the General Plan, Zoning Ordinance, Subdivision Map Act, Design Review Criteria, and other applicable plans, policies, and regulations.
- Compile and analyze data on economic, social, environmental, and physical factors affecting land use and systemic or long-range tools that are available to address development implications.
- Successfully manage projects from submittal to decision in a manner that is consistent with the Permit Streamlining Act, CEQA timeline requirements, and other “shot clock” requirements for housing and telecommunication projects.
- Physical site planning to identify issues and explore alternatives for addressing issues based on a site visit(s).
- Collaborate and work with City staff, the applicant, property owners, community groups, engineers, architects, and stakeholders, to discuss and advise on project issues, explain procedures, and provide interpretations and recommendations.
- Maintain open communication with the designated City Planner, Community Development Department staff, other City departments, divisions or other jurisdictions, and the public.
- Write staff reports, resolutions, ordinances, and conditions of approval for presentation to decision-makers.
- Prepare for and make PowerPoint and oral presentations at public hearings and community meetings.
- Prepare CEQA determinations and/or work closely with on-call CEQA consultants to ensure compliance with CEQA.
- Coordinate condition and mitigation compliance throughout permit review and construction.

MIG will also provide other services as needed, including but not limited to the following:

- Facilitate processing development applications that are at-cost.
- Prepare environmental analyses.

Availability

Staff identified in this proposal will be available to support City needs for the next 6 - 12 months. In aggregate, we expect to be able to provide staffing support comparable to approximately 12 - 20 hours a week during this time frame.

Budget

MIG proposes to provide services on a time/materials (T/M) basis. If needed for individual projects, MIG can prepare a project specific staffing plan, scope and budget estimate for use by the City. Project costs will be based on the following:

Principal	\$210/hour
Project Coordinator	\$170/hour
Senior Planner	\$155/hour
Associate Planner	\$110/hour
Planner	\$90/hour
Administrative Support	\$85/hour

Reimbursable Costs MIG is prepared to provide services at City offices using City equipment and facilities or at MIG offices. To the extent that tasks require MIG employees to produce documents, facilitate communication, or travel, the following costs would be reimbursed as indicated:

- Direct costs or project expenses such as photocopying (large quantity); plotting; and printing (B & W or color) are charged at cost plus 10%.
- The cost of communications including long-distance (excluding cell phones), fax, postage, courier, and other delivery costs are charged at cost, plus 10%.
- Excluding miles associated with commuting to and from San Rafael, the mileage charge for personal auto use will be the currently applicable mileage rate established by the Internal Revenue Service.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

(Term of Agreement: through July 30, 2022)

WHEREAS, the City of San Rafael has determined that temporary on-call professional planning and environmental services are needed to provide support to the Current Planning Division of the Community Development Department and to prepare necessary land use and environmental documents, on an as-needed basis; and

WHEREAS, on-call professional service are intended to fill temporary gaps in services; and

WHEREAS, at the City's request, M-Group has submitted a scope of work and proposal for providing day-to-day current planning assistance to the City, including a list of anticipated activities/tasks and the hourly rate for performance of these services; and

WHEREAS, the costs associated with the M-Group's proposed interim professional services are already budgeted within the Community Development Department (General Fund), and through application and permit processing fees collected from the project developers for cases assigned to the contract planner; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with M-Group in the form attached hereto as Exhibit A subject to approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

Exhibit A: Professional Services Agreement between City of San Rafael and M-Group, with Attached Scope of Work

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL REVIEW
SERVICES TO FILL A TEMPORARY GAP IN SERVICES**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and METROPOLITAN PLANNING GROUP, a California Corporation also known as the "M-GROUP"(hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the San Rafael Planning Division is committed to providing timely and effective planning services to the public; and

WHEREAS, the Planning Division has been faced with the need to reduce staffing level due to economic impacts that have resulted from Covid-19.

WHEREAS, given the current workload of CITY staff, the CITY has determined that the Planning Division is faced with a temporary gap in services and that on-call professional planning and environmental services are needed to supplement existing staffing through the temporary assignment of project on an as-needed on-call basis; and

WHEREAS, the CITY has determined based on past experience that the **CONTRACTOR** would provide the most qualified contract planners at the most efficient cost; and

WHEREAS, at the CITY'S request, the **CONTRACTOR** has submitted a proposal dated October 12, 2020 to provide on-call professional planning and environmental planning services to the CITY, and said proposal is attached to this Agreement marked "Exhibit 1" and incorporated herein by reference; and

WHEREAS, **CONTRACTOR** has demonstrated through its statement of qualifications and prior work for the CITY, as well as other Cities, on other similar projects that it would be able to take on the responsibilities as a Contract Planner for the CITY.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Raffi Boloyan, Planning Manager is hereby designated the PROJECT MANAGER for the CITY, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

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

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform contract planning services to fill a temporary vacancy in the Planning Division with the duties as described in Exhibit 1 attached, **CONTRACTOR'S** Proposal dated October 12, 2020.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4 and shall provide **CONTRACTOR** with a work space and materials and information necessary for **CONTRACTOR** to perform the services required by this Agreement.

4. COMPENSATION.

CONTRACTOR shall perform duties and bill for services on a "time and material" basis, as work is needed by **CITY**, at the billing rate as presented in **CONTRACTOR'S** 2020 Rate Sheet attached as Exhibit "2" hereto, provided that in no event shall the total compensation paid to **CONTRACTOR** pursuant to this Agreement exceed One Hundred Thousand Dollars (\$100,000).

CONTRACTOR work hours shall be based on the number of hours needed to manage project workload or deadlines for that week.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 22 months commencing on September 1, 2020 and ending on July 30, 2022. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

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

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days

written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

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

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

3. If any licensed professional performs any of the services required to be

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

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

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

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

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

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

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

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

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

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of CONTRACTOR'S performance of its obligations or conduct of its operations under this Agreement. The CONTRACTOR's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the CONTRACTOR's indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval

of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in

any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

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

TO **CITY**'s Project Manager: Raffi Boloyan – Planning Manager
City of San Rafael
1400 Fifth Ave.
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director: Heather Hines, Principal
M-Group
499 Humboldt St.
Santa Rosa, CA 946404

16. INDEPENDENT CONTRACTOR.

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

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

E. If any conflicts arise between the terms and conditions of this Agreement, and the

terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

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

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

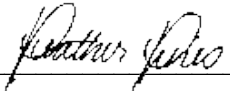
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: 
Name: Heather Hines
Title: Principal

ATTEST:

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

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney



m-group *a new design on urban planning*

policy planning • urban design • environmental review • historic preservation • community engagement • staffing solutions

October 12, 2020

Raffi Boyolan
Planning Manager
City of San Rafael
1400 5th Street
San Rafael, CA 94901

RE: M-Group Proposal for Planning Staff Support

Raffi,

I am pleased to prepare this letter proposal to renew M-Group's contract with the City of San Rafael. We pride ourselves on ongoing work with our clients to prepare quality work product with flexibility to respond to each jurisdiction's changing needs and timelines. M-Group has provided staffing assistance to the City of San Rafael since 2014 and our team looks forward to continuing that work with you and your staff.

This contract is intended to augment and extend our current contract for staffing support most recently provided by Associate Planner Krystle Rizzi. Under this contract, M-Group will provide professional planning services for development and environmental review projects assigned by the City. More specifically, these services will generally consist of, but not be limited to, the following:

- Review development project materials and environmental technical studies as needed
- Writing of reports, correspondence, findings, and conditions of approval
- Attend meetings with applicants and City staff
- Complete research and make recommendations
- Conduct site inspections
- Attend and presentation at public meetings such as Design Review Board, Planning Commission, and City Council

M-Group will also provide on call environmental review services for project level environmental review. A separate project level budget may be required at the direction of staff for more complex environmental review assignments to ensure full cost recovery capture. These services may include, but are not limited to, the following:

- Expanded justifications for categorical and statutory exemptions
- Consistency analysis
- Initial Studies
- Negative Declarations and Mitigated Negative Declarations
- Environmental Impact Reports
- Project management of environmental analysis
- Peer review of environmental documents and technical studies

Additionally, M-Group may provide professional planning services to assist the City with advanced planning and special projects as requested by the City. These services may include, but are not limited to, the following:

- City initiated zoning updates
- Annual Housing Element Report
- Affordable housing agreements
- Environmental review of City projects
- Public outreach efforts on advanced planning and policy issues

This contract will extend through July 2022. M-Group's 2020 hourly rates are attached and rates will be charged based on the position assigned to a specific project under agreement with the City. These rates shall be subject to review periodically and may change if agreed upon by both parties.

Please let me know if there is anything additional needed at this time. I look forward to continuing to work together.

Sincerely,

A handwritten signature in black ink that reads "Heather Hines". The signature is written in a cursive, flowing style.

HEATHER HINES
Principal
hhines@m-group.us
707.318.6208

M-GROUP

2020 RATE SHEET

M-GROUP STAFF	HOURLY RATE
Admin Analyst Planning Tech	\$80
Assistant Planner Assistant Urban Designer Social Media Coordinator	\$95
GIS Mapping Technician	\$100
Associate Planner Associate Urban Designer	\$125
Environmental Planner Historic Preservation Specialist Public Art Specialist	\$135
Senior Planner Senior Urban Designer Senior Environmental Planner Project Manager	\$145
Principal Planner Principal Environmental Planner Principal Policy Planner Director of Urban Design	\$165
Principal	\$210 - \$260

* Hourly rates are subject to annual adjustment.
* Sub-consultants include a 10% administration fee




Agenda Item No: 5.a
Meeting Date: November 2, 2020

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager

Prepared by: Cristine Alilovich,
Assistant City Manager

City Manager Approval: _____ 

TOPIC: CANAL POLICY WORKING GROUP

SUBJECT: RESOLUTION TO PURSUE BOLD, COLLABORATIVE SOLUTIONS THAT PLACE EQUITY AT THE FOREFRONT OF OUR EFFORTS TO ADDRESS THE DISPROPORTIONATE IMPACTS THE COVID-19 PANDEMIC IS HAVING ON OUR MOST MARGINALIZED COMMUNITIES, LOCAL BUSINESSES AND PROPERTY OWNERS

RECOMMENDATION:

Adopt a resolution to pursue bold, collaborative solutions that place equity at the forefront of our efforts to address the disproportionate impacts that the COVID-19 pandemic is having on our most marginalized communities, local businesses, and property owners.

BACKGROUND:

On August 14, 2020, a coalition of organizations led by the Canal Alliance, Community Action Marin, and Legal Aid of Marin and representing community, health, education, and business sectors sent a letter (Attachment 2) to the elected officials of the City of San Rafael and the County of Marin that highlighted the disproportionate impact that the COVID-19 pandemic has had on the low-income Latinx community in San Rafael and across the County, and urged officials to take swift action to address this crisis. The letter emphasized that, from the state to national level, studies have identified the inequitable impacts of COVID-19 and its effect on critical issues such as housing, employment, debt, economic stability and food security.

The coalition stressed that many of those who have been most disproportionately impacted by COVID-19 are essential workers and that the recovery and long-term resilience of these communities are inextricably connected to the recovery and resilience of the local business sector, the non-profit sector and the public sector. Only by also emphasizing local business recovery can we viably stabilize our region. Furthermore, building the capacity of communities across the County to recover from the pandemic is also an opportunity to build capacity for the next community emergency, whether an earthquake, fire, flooding, or a new pandemic. The coalition invited the City and County to work

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

collaboratively with staff and leaders to address these urgent challenges and to work swiftly towards a path to recovery that puts equity front and center.

On August 17, City and County elected officials and staff from both jurisdictions met with representatives from the coalition to discuss opportunities for rapid, collaborative action. Following this meeting, members of the coalition developed a set of specific recommendations for elected officials (Attachment 3) in the policy areas of health, housing and supporting the recovery of local businesses. In addition, they also recommended the creation of a Policy Task Force/Working Group.

On September 18, the Canal Policy Working Group (CPWG) convened for the first time. The CPWG includes Vice Mayor Kate Colin, Cristine Alilovich, and Catherine Quffa, City of San Rafael; Supervisor Dennis Rodoni, Lorenzo Cordova, and Angela Nicholson, County of Marin; Omar Carrera and Ricardo Huerta Niño, Canal Alliance; Chandra Alexander, Community Action Marin; and Steffanie Haffner, Legal Aid of Marin. Since then, the CPWG is meeting on a weekly basis to further explore the health, housing and local business policy initiatives. In addition, staff from all the agencies represented on the CPWG, are working together collaboratively toward researching, analyzing and developing specific actionable solutions for consideration by the County Board of Supervisors and the City of San Rafael City Council in the near future.

ANALYSIS:

The CPWG's initial focus is to prioritize the coalition's recommendations and to identify what could be done quickly, while working in parallel on more long-term solutions. The CPWG wants to ensure that our efforts build upon, rather than duplicate, existing initiatives. Additionally, the CWPG is also focusing on policy solutions that would provide broad and long-lasting benefits to those most disproportionately impacted by COVID-19. On October 26 the coalition sent a follow up letter (Attachment 4) that summarizes recent activities and progress to date.

The CPWG members expressed the urgency of having both the City and County leadership swiftly and formally articulate their support and commitment to these efforts. To that end, the CWPG members co-created the attached Resolution (English and Spanish versions found in Attachment 1) for consideration by both the San Rafael City Council and the Marin County Board of Supervisors.

This resolution represents the commitment to address this crisis with urgency, however, recognizes that any policy-level changes would take some time to properly develop, vet, and move through the approval process.

The Resolution recognizes that the history and contemporary manifestations of racial injustice have resulted in deeply unequal access to quality housing, employment, healthcare, education, resources, and opportunities, resulting in pockets of communities woefully susceptible to the deepest impacts of this unprecedented pandemic and economic crisis. As a result, the COVID-19 pandemic is having a disproportionate impact on our historically marginalized and under-resourced communities of color, who are least able to overcome the deep challenges. Further, it recognizes that the recovery and resilience of our most impacted communities is closely linked to the recovery and resilience of our local businesses, non-profits, and the public sector.

The Resolution affirms City Council's commitment to supporting our historically marginalized residents who have been disproportionately impacted by COVID-19 and to working collaboratively to build longer-term solutions for recovery and resilience. It also articulates City Council's commitment to protect housing for our essential workers, preserving the ability for many community members to stay in their homes in San Rafael. An important tool to supporting this work is the allocation of Community Development Block

Grant (CDBG) CARES ACT Coronavirus funds, which is mentioned in the Resolution and is also presented in more detail in another staff report on the November 2nd City Council meeting agenda.

By adopting this Resolution, the City Council is formally demonstrating its commitment to finding bold, collaborative solutions that address the disproportionate impact that the COVID-19 pandemic is having on our communities, businesses and property owners. Although the immediate focus of this work is to address the emergency crisis brought on by COVID-19, it is not a stand-alone initiative, nor a long-term solution to address systemic racism. It will take continuous bold action by all sectors to truly make lasting change happen and put an end to racial injustices in this country.

FISCAL IMPACT:

There is no immediate financial impact to this action.

OPTIONS:

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

1. Adopt a resolution in support of bold, collaborative solutions to address the disproportionate impacts of the COVID-19 pandemic.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt a resolution to pursue bold, collaborative solutions that place equity at the forefront of our efforts to address the disproportionate impacts that the COVID-19 pandemic is having on our most marginalized communities, local businesses, and property owners.

ATTACHMENTS:

1. Resolution (English & Spanish versions)
2. Latinos and Pandemic Letter, August 14, 2020
3. Marin County Pandemic & Latinos Policy Task Force Letter, September 4, 2020
4. Update on Marin County Pandemic & Latinos Policy Task Force, October 26, 2020

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL TO PURSUE BOLD, COLLABORATIVE SOLUTIONS THAT PLACE EQUITY AT THE FOREFRONT OF OUR EFFORTS TO ADDRESS THE DISPROPORTIONATE IMPACTS THE COVID-19 PANDEMIC IS HAVING ON OUR MOST MARGINALIZED COMMUNITIES, LOCAL BUSINESSES AND PROPERTY OWNERS

WHEREAS, in Marin County and its jurisdictions, as with the nation, racial injustices and unequal access to housing, employment, healthcare, education, and resources have culminated in an unprecedented economic and public health crisis that disproportionately impacts people of color; and

WHEREAS, the City stands in solidarity with our community to acknowledge and address the structural racism that exists in our nation and in all aspects of society; and

WHEREAS, the COVID-19 pandemic has disproportionately impacted our historically marginalized and under-resourced communities of color in Marin County, and whose contributions are critical to the success of our local and regional economies as they serve as our essential workers and clients to our local businesses; and

WHEREAS, as of October 15, 2020, the Latinx population makes up 16% of the County's total population but 67% of its COVID-19 cases; and

WHEREAS, the COVID-19 Disaster Relief Program, funded by the County, was designed to provide support to the low income residents in the County that have or are likely to have COVID-19; as of October 15, 2020, that program provided support to 689 residents, 89% of which were also primarily Spanish-speaking; and

WHEREAS, in April 2020, the County administered a rental debt relief program; within the first month the County received 1,500 requests for rental support, and paid \$3,059,359 to Marin residents in the greatest need; and

WHEREAS, the disproportionate impacts of COVID-19, demonstrated by the statistics above, have only reaffirmed the racial inequalities that exists in our County and have highlighted the urgent need to pursue bold, collaborative solutions that place equity at the forefront of our actions; and

WHEREAS, the data shows that the Latinx community in the San Rafael Canal neighborhood has been the epicenter of Marin's COVID-19 outbreak and the resulting economic impacts, yet the issue of equity and disparate impacts affects communities Countywide; and

WHEREAS, the initial efforts will be on addressing the economic and public health crises in the Canal neighborhood in San Rafael; this is a deliberate approach to provide a rapid response in the Census tracts where the COVID-19 outbreak has been the most severe; and

WHEREAS, the City supports the County’s efforts towards ensuring that all Marin communities that are suffering from the disparate impacts of COVID-19, especially communities of color, will benefit from these actions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

The City Council affirms our commitment to:

1. Stand in solidarity with our community to acknowledge and address the structural racism that exists in our nation in all aspects of society such as health care, education, employment laws, housing, immigration, financial systems, criminal justice, prosecution and sentencing practices, and so much more. We recognize that supportive words are not enough to catalyze the healing, social change and racial equity needed to overcome decades of systemic racism. Work has been done to this end and it will continue; however, we need to do much more – and we need to do it now.
2. Take bold action for social justice and work together across our community to do our part in what is needed to both heal and to co-create solutions to address systemic racial injustice that pervade our society and community; elected officials have the perfect opportunity through their leadership positions to address the racial disparity in the County;¹ and
3. Support our historically marginalized residents in Marin County, who have been most impacted by systemic racism, disproportionately impacted by the COVID-19 pandemic, and are also facing an urgent economic crisis of historic proportions; and
4. Protect housing for our essential workers and consider implementing additional programs that would support renters and other policies that will preserve the ability for many community members to stay living in their homes; and
5. Continue working with our community partners in a highly collaborative and expeditious manner to build longer-term solutions for recovery and resilience within our most disproportionately impacted communities and to develop and implement policies that address this crisis over the coming few months; and
6. Develop a methodology that allocates the majority of the new/supplemental Community Development Block Grant (CDBG) funding, recently received from the State in the amount of \$1.7M, toward providing additional rental assistance and business support to our most historically marginalized communities and local businesses, which have been disproportionately impacted by the COVID-19 pandemic.

¹ 2017, *Race Counts: Advancing Opportunities for All Californians*, www.racecounts.org/wp-content/uploads/2017/11/Race-Counts-Launch-Report-digital.pdf.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit A: Spanish Translated Resolution

RESOLUCIÓN

RESOLUCIÓN DEL AYUNTAMIENTO DE SAN RAFAEL APOYANDO LA BÚSQUDA DE SOLUCIONES COLABORATIVAS QUE COLOCAN LA EQUIDAD AL FRENTE DE NUESTROS ESFUERZOS PARA ABORDAR LOS IMPACTOS DESPROPORCIONADOS QUE LA PANDEMIA DEL COVID-19 ESTÁ TENIENDO EN NUESTRAS COMUNIDADES, NEGOCIOS LOCALES Y PROPIETARIOS MÁS MARGINADOS

CONSIDERANDO QUE, en el condado de Marin y sus jurisdicciones, al igual que en la nación, las injusticias raciales y el acceso desigual a la vivienda, el empleo, la atención médica, la educación y los recursos han culminado en una crisis económica y de salud pública que afecta de manera desproporcionada a las personas de color; y

CONSIDERANDO QUE, la Ciudad de San Rafael se solidarizan con nuestra comunidad para reconocer y abordar el racismo estructural que existe en nuestra nación y en todos los aspectos de la sociedad; y

CONSIDERANDO QUE, la pandemia de COVID-19 ha afectado de manera desproporcionada a nuestras comunidades de color históricamente marginadas en el condado de Marin, y son fundamentales para el éxito de nuestras economías locales y regionales, ya que sirven como nuestros trabajadores y clientes esenciales para nuestros negocios locales; y

CONSIDERANDO QUE, desde el 15 de octubre de 2020, la población latina representa el 16% de la población total del condado, pero el 67% de los casos de COVID-19; y

CONSIDERANDO QUE, el Programa de Ayuda de Desastres de COVID-19, financiado por el Condado, fue diseñado para ofrecer apoyo a los residentes de bajos ingresos en el Condado que tienen o pueden tener COVID-19; desde el 15 de octubre de 2020, ese programa brindó apoyo a 689 residentes, el 89% de los cuales también eran principalmente hispanohablantes; y

CONSIDERANDO QUE, en abril de 2020, el condado desarrolló un programa de alivio de la deuda de la renta; durante el primer mes, el condado recibió 1,500 solicitudes de apoyo para los inquilinos y a pagado \$2,751,173.88 a los residentes de Marin que más lo necesitaban; y

CONSIDERANDO QUE, los impactos desproporcionados de COVID-19, demostrados por las estadísticas anteriores, solo han reafirmado las desigualdades raciales que existen en nuestro condado y han resaltado la necesidad urgente de buscar soluciones audaces y colaborativas que coloquen la equidad al frente de nuestras acciones; y

CONSIDERANDO QUE, los datos muestran que la comunidad latina en el vecindario del Canal de San Rafael ha sido el epicentro del brote de COVID-19 en Marín y los impactos económicos resultantes; sin embargo, el tema de la equidad y los impactos dispares afectan a las comunidades de todo el condado; y

CONSIDERANDO QUE, los esfuerzos iniciales estarán dirigidos para abordar las crisis económicas y de salud pública en la comunidad del Canal en San Rafael; este es un enfoque deliberado para proporcionar una respuesta rápida en las pistas del censo donde el brote de COVID-19 ha sido el más severo; y

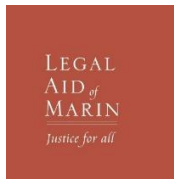
CONSIDERANDO QUE, es necesario garantizar que todas las comunidades de Marin que están sufriendo los impactos dispares del COVID-19, especialmente las comunidades de color, se beneficien de estas acciones.

AHORA, POR LO TANTO, EL AYUNTAMIENTO DE SAN RAFAEL RESUELVE lo siguiente:

EL AYUNTAMIENTO DE SAN RAFAEL, en colaboración con el Condado de Marin, afirma su compromiso a:

1. Solidaridad con nuestra comunidad para reconocer y abordar el racismo estructural que existe en nuestra nación en todos los aspectos de la sociedad, como la atención médica, la educación, las leyes laborales, la vivienda, la inmigración, los sistemas financieros, la justicia penal, las prácticas de procesamiento y sentencia. y mucho más. Reconocemos que las palabras de apoyo no son suficientes para catalizar la curación, el cambio social y la equidad racial necesarios para superar décadas de racismo sistémico. Se ha trabajado con este fin y continuará; sin embargo, debemos hacer mucho más, y debemos hacerlo ahora.
2. Tomar medidas audaces por la justicia social y trabajar juntos en toda nuestra comunidad para hacer nuestra parte en lo que se necesita tanto para sanar como para co-crear soluciones para abordar la injusticia racial sistémica que invade nuestra sociedad y comunidad; los funcionarios electos tienen la oportunidad perfecta a través de sus posiciones de liderazgo para abordar la disparidad racial en el condado; y
3. Apoyar a nuestros residentes históricamente marginados en el condado de Marin, quienes han sido los más afectados por el racismo sistémico, afectados de manera desproporcionada por la pandemia de COVID-19, y que también enfrentan una crisis económica urgente de proporciones históricas; y
4. Proteger las vivienda para nuestros trabajadores esenciales y considerar implementar programas adicionales que respalden a los inquilinos y otras políticas que preserven la capacidad de muchos miembros de la comunidad para permanecer viviendo en sus hogares; y
5. Continuar trabajando con nuestros socios comunitarios de una manera sumamente colaborativa y rápida para construir soluciones a largo plazo para la recuperación y la resiliencia dentro de nuestras comunidades más afectadas de manera desproporcionada y para desarrollar e implementar políticas que aborden esta crisis en los próximos meses; y
6. Desarrollar una metodología que asigne la mayoría de los fondos nuevos / suplementarios de la Subvención para el desarrollo comunitario (CDBG), recibidos recientemente del estado el la cantidad de \$ 1.7 millones, para ofrecer asistencia adicional para los inquilinos en nuestras comunidades históricamente más marginadas y empresas locales, que se han sido afectadas de manera desproporcionada por la pandemia de COVID-19.

**APROBADO Y ADOPTADO EN UNA REUNIÓN ORDINARIA DEL
AYUNTAMIENTO DE SAN RAFAEL CELEBRADA EL DÍA ____ DE _____
2020, POR EL SIGUIENTE VOTO:**



August 14, 2020
Via Electronic Mail

Mayor Gary Phillips
Members, San Rafael City Council
Members, Marin Board of Supervisors

Re: **Request for Action on Coronavirus Pandemic's Impact on Latinos in Marin County**

Dear Esteemed Elected Officials:

In the current coronavirus pandemic, Marin County has the largest disparity by race in the Bay Area among COVID-19 positive individuals. While Latinos are just 16% of the population, they account for approximately **80% of coronavirus cases**.

We, the undersigned leaders of community organizations in Marin County, respectfully request your immediate and full support to ensure appropriate action is taken to address the dire conditions that the COVID-19 pandemic has created for the low-income Latino community in San Rafael and across the County. We are committed to working with you, your staff, and agency leaders to address these matters with the urgency they require. As the present letter explains in further detail below, the Latino community in our County is experiencing an alarming and disproportionate impact because of the pandemic and related economic factors. Various recent reports and studies across the state and nationally have identified disparate effects in terms of COVID-19 cases, hospitalization, mortality, and the concomitant impact on already critical issues such as housing, employment, debt, economic stability, and food security.

We recognize the many existing efforts and appreciate the resources that have already been deployed. However, the growing number of cases and the severity of the impact has caused us to reach out to you for your leadership in devising a focused effort to address the inequitable impact on the most affected: low-income Latinos.

Given the clustering of so many of the county's cases in the Canal District, we strongly urge County and City leaders to begin by first declaring a *state of emergency*ⁱ for the neighborhood. This will allow for coordinated, expedited implementation of critically needed policies to get the outbreak under control. It will also help to provide the necessary support for recovery and stability. This crisis requires a collaborative effort, and we believe that a task force created, guided, and supported by City and County elected officials will help us arrive at better outcomes. We want quick action to develop an understanding of the conditions in the Canal and to determine priorities for short-, medium-, and long-term actions that must be taken.

As you know, the majority of adults in our Latino communities work in essential industries and sectors, and as such, our resilience and recovery will rely on their well-being and ability to weather the health and economic impacts of the pandemic. We ask that you move now to help lead us toward actions taken in partnership across the community to support our families, friends, and neighbors. We look forward to working with you to ensure that these pressing issues are addressed and respectfully request a response as soon as possible but no later than **August 21, 2020**.

Sincerely,

Omar Carrera
CEO Canal Alliance

Stephanie Haffner
ED Legal Aid of Marin

Chandra Alexandre
CEO Community Action Marin

CC:

California Assemblymember Marc Levine

California State Senator Mike McGuire

U.S. House of Representatives Speaker Nancy Pelosi

U.S. Senator Kamala Harris

U.S. Senator Diane Feinstein

U.S. Rep. Jared Huffman, D-California

Regional Director of Northern California, Office of the Governor, Elmy Bermejo

Marin County Public Health Director, Matt Willis, MD, MPH

San Rafael Community Development Director, Paul Jensen

San Rafael City Manager, Jim Schutz

Department of Health and Human Services for the County of Marin Director, Benita McClarin

Statement of Impact and Need: Action on Pandemic's Impact on Latinos in Marin County

Latinos across California are suffering disproportionately from the impact of the COVID-19 pandemic, at alarming rates, including high rates of co-morbidity and mortality. The context and characteristics of the Latino community in Marin County complicate our ability to fully understand the dynamics involved in these disparities as well as the necessary actions needed to effectively address these conditions. In order to develop effective solutions, and deploy the appropriate resources, and involve the relevant agencies and entities, we need an assessment to provide a comprehensive analysis of what happened and what the solutions are. To address the severe public health impact COVID-19 has had on our community and the related catastrophic economic hardships, we also request the special consideration be given to helping mitigate that impact on access to food, healthcare, affordable housing, job-related services and economic support, now and through our community's recovery.

Deep and Disproportionate Impact

Documentation of the disproportionate impact on San Rafael's low-income Latinos can be found in local news headlines such as, "Nearly 80% of Marin County COVID-19 cases are Latino, largest racial disparity in Bay Area" and includes the following data:

- Latinos make up 16% of Marin County's population, but account for almost 80% of coronavirus cases – the largest racial disparity of any Bay Area County.ⁱⁱ
- Over half of Marin County's cases are concentrated in the Canal.
- The Canal has a positivity rate of 20% -- roughly three times higher than Marin County's average.
- Lucia Martel-Dow, director of immigration and social services at the Canal Alliance, quoted in the press noted that 20% to 30% of tests in the community are coming back positive — far higher than the 7% rate countywide.ⁱⁱⁱ
- The socioeconomic factors that put Latinos at greater risk include lack of access to healthcare, low income, the inability to stop working, preexisting health conditions, and the dense living conditions.
- The local community support network is overextended: "Over the past few weeks, all of the Canal food pantries have seen an increase of at least three times the usual number of participants."^{iv}
- An estimated "14,000 to 15,000 **undocumented people** live in Marin" meaning that "thousands of people ... are not eligible for federal financial programs."^v Even when eligible, many are too afraid to risk seeking help, fearing deportation or the risk of losing the opportunity for immigration status in the future.

Best Practices and Models

A recent [PolicyLink report](#), calling for increased housing support for those impacted by the pandemic, notes that Alameda County acted to protect tenants "from most evictions through September, with a 12-month grace period to pay back rent without threat of eviction."^{vi} Community action in Massachusetts won "one of the strongest eviction and foreclosure moratoriums in the nation." Other state and national examples can help Marin County and the City of San Rafael craft innovative and reliable responses to secure protection and recovery. We know that what is most critically needed is the support and leadership of federal agencies and the current administration. Tragically, we also know we can't count on that help to be timely, sufficient, reliable, or sustained. We must rely on the leadership of state, local, and municipal governments to take on the immense and unavoidable challenge of devising locally-responsive models of action. As the PolicyLink report notes: "Ultimately, we need policies that value people over property. We value people by guaranteeing affordable, safe, and high-quality housing for all regardless of income. We do this by investing in public housing, community land trusts, and housing cooperatives."^{vii}

ⁱ Definition of Local Emergency: "The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as ... epidemic ... or other conditions, ... which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat..." Cal. Gov. Code Section 8558(c).

ⁱⁱ ABC7. 7/22/2020.

ⁱⁱⁱ San Francisco Chronicle "Richer, whiter Bay Area cities got coronavirus testing quickly. Low-income areas didn't." 7/26/2020

^{iv} Marin Independent Journal. "For Marin's Latino communities, pandemic intensifies poverty." 4/25/2020.

^v Ibid.

^{vi} Jamila Henderson. 2020. "Prioritize People over Profits, and Ban Evictions." PolicyLink.

^{vii} Ibid.

Signatories:

Ralph Gonzales, MD
Chief Innovation Officer, UCSF Health

Joshua Adler, MD
Chief Clinical Officer, UCSF Health

Felecia Gaston
Executive Director, Performing Stars of Marin

Bruce Lee Livingston
ED/CEO Alcohol Justice

Cheryl Paddack
CEO, North Marin Community Services

Ann Mathieson
ED, Marin Promise Partnership

David Wain Coon, Ed.D.
Superintendent/President, College of Marin

Jonathan Eldridge
Vice President, Student Learning, College of Marin

Douglas Mundo
Executive Director, Multicultural Center of Marin

Mary B. Marcy
President, Dominican University of California

Mitesh Popat, MD, MPH
CEO, Marin Community Clinics

Dr. Melissa Cadet
ED, Marin City Community Development Corporation

Joanne Webster
President and CEO, San Rafael Chamber of Commerce

Stephanie K. Plante
Chair, East San Rafael Working Group

Julia van der Ryn
ED, Center for Community Engagement Dominican
University

Anderson Silveira
Charter President, Rotary Club of San Rafael Evening

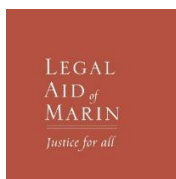
Sam Cobbs
President, Tipping Point Community

Jim Hogeboom
Superintendent, San Rafael City Schools

Mary Jane Burke
Superintendent, Marin County Schools

Balandra Fregoso, LCSW
ED, Parent Services Project

Saga Apostol
Chair, Marin Latino Leaders



September 4, 2020

Mayor Gary Phillips
Members, San Rafael City Council
Members, Marin Board of Supervisors

Via Electronic Mail

Re: Marin County Pandemic & Latinos Policy Task Force

Dear Esteemed Elected Officials:

First, thank you all for your current efforts to address the deep impacts of the pandemic across our communities. Thank you also for your willingness to more closely examine our current response and consider strategies to improve existing efforts for effectively addressing the urgent challenges faced by neighborhoods, communities, and businesses with the highest rates of infection and the lowest resources needed to overcome the impact.

We thank you for your strong support and partnership as we craft a collaborative rapid response model. While we recognize the role of the State in providing leadership and resources, we also recognize that the level of action from state agencies must be understood to be the ground: the basic, essential support needed for minimal survival, and at the same time, a kind and level of support that regrettably is allowing far too many to fall through the safety net. In Marin County, we have the opportunity, and responsibility, to respond with a more robust and effective model for containing infections and driving a speedy economic recovery.

In partnership with several key local service and advocacy organizations and leaders of the local business community, and informed by leading regional efforts in Oakland and San Francisco, we have developed the present outline of the key areas of action that we believe can get the work moving forward quickly and in the right direction for the most immediate, widespread, and sustainable impact. As we noted in the August 17th conference call, our immediate attention is toward the short-term activities desperately needed to contain transmission and provide immediate economic and nutritional relief. These first steps are informed by initial brainstorming around mid to long term strategies to sustain the recovery through the post-pandemic period.

Critical Work for Support & Recovery

Our collaborative team has put together the following recommendations to initiate and guide the efforts of the **Policy Task Force**. Below are a set of recommendations that build on existing work and draw from a series of successful response models from across the country and neighboring counties. We want to emphasize this “best practices” aspect of the recommendations to assure all stakeholders that these are strategies, measures, and policies that have been vetted and implemented by practitioners, elected officials, agency staff, and communities. Additionally, the priority focus is on health, housing, and local businesses. While there are opportunities to also work on several other related issues and challenges, the team has identified **health, housing, and local businesses** as the most urgent and strategic priorities. As the work develops, we expect priorities to shift as a result of presumable success, opening the opportunity to lend support to the work in other areas.

Short-Term Priorities, Policies, & Strategies

Policy Task Force. The first and most urgent step in these efforts is to establish a team of leaders to provide the vision and implementation of these efforts through a multi-sector public, private, nonprofit **Policy Task Force**. As was noted in our conference call, there are major efforts and committees already assigned to manage the many aspects of the work addressing the impact of the pandemic in the county and in our cities. As we also noted, however, the extreme and continuing disparities among low-income Latinos, in both the rate of infection and the economic impact, demand a more direct and focused approach to respond to the unique challenges and opportunities in these communities. Our inability to bring the infection rates down to match the rates among the broader population demands that we get creative and more deeply invested in solutions.

To these ends, the **Policy Task Force** we envision would be authorized to act within the state of emergency context in order to expedite decision-making processes for implementing changes in programs, policies, and procedures. In this aspect, we ask for your input and guidance for what powers can be granted to the Policy Task Force to act expeditiously in enacting critical changes and additions to existing work and implementing new actions and activities. As agreed, Omar Carrera of Canal Alliance is the most appropriate person to take the lead on the Task Force but he'll need city and county agency staff on the team with the authority to implement the decisions made by the team. Chandra Alexandre of Community Action Marin and Stephanie Haffner of Legal Aid of Marin are likewise committed to the work of the Task Force as initial members.

We trust that we were clear on the conference call and in our letter that in this critical, urgent, and collaborative effort we prioritize not only the well-being of our community's most impacted and least resourced families but also the financial well-being of our local and regional economy. Regarding our economy, we place the highest priority on our local businesses and landowners who provide the jobs and homes for so many of our essential workers and the employees who sustain our region's key industries. We cannot achieve the health and economic recovery we are desperately working for without addressing the areas of greater impact and need, nor can we do so without including support for businesses and landowners. Among our key partners are Chamber of Commerce leaders who recognize the mutually-beneficial partnership these efforts provide for economic recovery and sustainability. As such, the approach is envisioned as a private, public, nonprofit partnership and the response involves an ecosystems approach which recognizes that recovery is only sustainable as a collective effort that prioritizes the most impacted, while also securing support across the business, nonprofit, and residential communities. A core value in the work is the idea that the pain of the impact of the pandemic needs to be more equitably shared across our community.

The following sections provide recommendations for the Policy Task Force in the priority areas of health, housing, and local businesses:

Health:

- Increase investment in mental health support: social services, public health now and post-pandemic planning needed for long-term efforts for dealing with pandemic symptoms and impact (violence, trauma, depression).
- Testing: more and frequent testing and convenient, rapid results (prioritizing most impacted and essential workers).

Housing: Tenants, Housing Stock, Property Owners

- Improve and conserve the existing housing stock.
- Prevent outside buyers from dominating the purchase of distressed properties and properties in low-income communities; include a first right of refusal to buy properties for community development and other nonprofit organizations, and current property residents.
- Make tenant legal representation a permanent service for low-income tenants.
- Prohibit all evictions except where there is an imminent threat to public health and safety for the duration of the pandemic and for at least three months thereafter.
- Rent stabilization: prohibit rent increases and late fees for all units in Marin.
- Suspend rent in areas highly impacted by the pandemic.
- Prohibit evictions based on rent accrued during the pandemic; convert such rent debt to consumer debt
- Create a 0% interest loan program for people to pay rental debt accrued during the pandemic; allow tenants more time to pay rental debt accrued during the pandemic.
- Limit rents charged in Low Income Housing Tax Credit funded properties.
- Property owners: Provide technical assistance, training, and support programs for landowners (securing licenses & permits, financial planning, tax preparation, legal expertise, loans, grants).

Local Businesses

- Testing: more and frequent testing, increased convenience in testing, rapid results testing (especially in high-risk sectors like grocery, restaurants, etc.).
- Protect employees who test positive and support their safe quarantine.
- Explore options for quarantine locations (schools close to their homes, other empty locations).
- Secure regular funding for income support for time off for quarantined employees.
- Explore the possibility of supporting employers to guarantee sick pay and hold jobs for quarantined employees.
- Extend drive-through testing and/or drop-in sites for all essential workers; easy and convenient hours.
- Provide business loans and/or grants (rent, payroll), starting with most impacted.
- Improve access to multilingual resources, including technical assistance, starting with most impacted
- Develop solutions to childcare shortages; resources and subsidies for childcare for business owners, with consideration for gendered impact (women-owned businesses).

Middle and Long Term Planning

The above list of recommended actions and policies focus primarily on the short-term activities needed to achieve a significant decline in infections and a substantial set of actions to help families survive the deep impacts on housing, health, income, and food security. They also focus on short-term support for landowners and businesses, to make sure they too can survive the economic impacts and remain viable businesses through and after the pandemic. However, there are a number of system issues and challenges that have provided the stark reality of how we got here; how susceptible communities have been to housing crises, how unprepared and under-resourced communities have been such that long-standing disparities provided the groundwork for extreme disparities in the context of the pandemic. These systemic issues need to be part of both the analysis to understand the nature, scope, and depth of the challenge we face today and also part of the longer-term planning for recovery, sustainability, and thriving communities among the least resourced neighborhood. To that end, the present effort will also include efforts to align the short-term response model to efforts that address housing, a living wage, access to opportunities, and larger-scale models of community development centered on and prioritizing current residents and their desire to remain in the county, in their neighborhoods.

While these longer-term planning efforts require more research, collaboration, and deliberation, there are several ideas that can provide initial guidance and a point of departure for this work. These are also ideas drawn from existing work and success stories of community development across the country and in neighboring counties. The long-term viability of a thriving community will depend on investments in public housing, community land trusts, and housing cooperatives. The long history of racial segregation, discrimination, and exclusion in housing and economic opportunities has had such a deep and lasting impact that recovery from those practices will require a strong political will, innovative strategies, rapid implementation, and creative, collaborative investment.

We are guided by a thought from the PolicyLink report: *“Local leaders closest to these issues have the solutions, but we need the political will to implement them.”*

Sincerely,



Omar Carrera
CEO Canal Alliance



Stephanie Haffner
ED Legal Aid of Marin



Chandra Alexandre
CEO Community Action Marin

Cc:
California Assemblymember Marc Levine
California State Senator Mike McGuire
U.S. House of Representatives Speaker Nancy Pelosi
U.S. Senator Kamala Harris
U.S. Senator Diane Feinstein
Regional Director of Northern California, Office of the Governor, Elmy Bermejo
Marin County Public Health Director, Kathleen Koblick
San Rafael Community Development Director, Paul Jensen
San Rafael City Manager, Jim Schutz
Department of Health and Human Services for the County of Marin Director, Benita McClarin



Policy Task Force Collaborative Members

RE: Update on **Marin County Pandemic & Latinos Policy Task Force**

October 26, 2020

Dear Colleagues,

The present letter is to provide you with an update on the work of the Policy Task Force. As we mentioned in our last update, we have scheduled weekly meetings for the **Pandemic Policy Task Force Team**, comprised of the three of us, Assistant City Manager Christine Alilovich; Assistant County Administrator Angela Nicholson; Supervisor Rodoni; and staffers Catherine Quffa and Lorenzo Cordova. Other participants have included Leelee Thomas, Community Development Planning Manager at Marin County; and Ethan Guy, Principal Analyst at City of San Rafael, Community Development Department. In addition to our weekly meetings, there have been several other process-driven meetings to move ahead the work. We are pleased to report that there continues to be strong support and leadership among city and county officials. They have taken a very active role in operationalizing the work and decision-making that needs to take place at the city & county agency and executive levels.

As we mentioned before, we are structuring the efforts for immediate outcomes as well as short, middle, and long-term planning for housing & economic stability, as well as a broader capacity building for resiliency. We were able to narrow our list to these five goals for immediate and short-term work:

1. Right of first refusal for nonprofits to purchase properties
2. Property protections against outside investors dominating the market
3. Rent & eviction freezes
4. Rental debt loan programs
5. Mortgage loan program for homeowners and rental property owners

Of these, it was decided, for various reasons, that we would focus on property protections and rent help/eviction freezes as starting points. Our city & county partners have been moving quickly to develop, from their side, a work plan, timeline, and benchmarks for these goals. One immediate next step that was decided is the creation and passing of a **resolution**, to be adopted by the Board of Supervisors and City Council, expressing the urgency of the situation, their commitment to work quickly to address this situation with innovations in existing efforts, and declaring a commitment to specific actions; not just a statement of support, but an action-driven resolution. A draft is being developed and we will share it with you all as soon as we can. We also wanted to mention that on our side, we are working with organizations in the region who are leaders in some of these efforts, including MEDA (Mission Economic Development Agency) regarding small business loans, Mission Asset Fund about a rental debt relief program, and others with adoptable models and leads to resources we may be able to access. These models, together with the political will being developed by our city and county partners, offer very promising opportunities to achieve these important goals.

If you are interested to know more about any of these efforts, please reach out to us. We will continue to provide you with regular updates.

Sincerely,

Omar Carrera
CEO Canal Alliance

Stephanie Haffner
ED Legal Aid of Marin

Chandra Alexandre
CEO Community Action Marin




Agenda Item No: 5.b
Meeting Date: November 2, 2020

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Prepared by: Ethan Guy
Principal Analyst

City Manager Approval: _____ 

TOPIC: CDBG-CARES ACT CORONAVIRUS FUNDING ALLOCATION RECOMMENDATIONS

SUBJECT: RESOLUTION RECOMMENDING CARES ACT CDBG-CV ALLOCATION 3A CORONAVIRUS FUNDING TO THE MARIN COUNTY BOARD OF SUPERVISORS FOR THE SAN RAFAEL PLANNING AREA

RECOMMENDATION:
Adopt a Resolution recommending CARES Act CDBG-CV Allocation 3A Coronavirus funding to the Marin County Board of Supervisors for the San Rafael Planning Area.

BACKGROUND:
The Community Development Block Grant (CDBG) program is a federally funded program of the U.S. Department of Housing and Urban Development (HUD) that provides funding for housing, community facilities, and public services. The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") signed into law on March 27, 2020, appropriates \$5 billion in additional Community Development Block Grant Program funding to state and local governments, referred to in this report as CDBG-CARES ACT Coronavirus (CV) funds,. At that time, HUD announced the allocation of the first \$2 billion in CARES Act funding for current CDBG grantees.

The CARES Act builds on features of the existing CDBG program as well as precedent set by CDBG Disaster Response (CDBG-DR) supplemental appropriations. The act directs HUD to administer these funds pursuant to Section 106 of the Housing and Community Development Act of 1974 (42 U.S.C. 5306). This provision calls for HUD to allocate the supplemental funds to CDBG grantees—including eligible local governments, states, and insular areas—proportional to their conventional Fiscal Year 2020 CDBG allocation, as published by HUD in April 2020.

This new round of funding, called CDBG-CARES ACT Coronavirus funding, is intended to prevent, prepare for, and respond to the coronavirus based on public health needs, risk of transmission, number of cases compared to the national average, and economic and housing market disruptions. The remaining funds will be distributed to states and units of local government on a rolling basis, at the

_____ **FOR CITY CLERK ONLY**

File No.: _____
Council Meeting: _____
Disposition: _____

discretion of the Secretary of the U.S. Department of Housing and Urban Development, with formula factors to be defined by HUD.

In March 2020, the County was awarded \$938,065 in CDBG-CARES ACT Coronavirus funds, of which \$369,785.22 was allocated for the San Rafael Planning Area. [On May 4, 2020, the City Council recommended these funds](#) be used for rent subsistence payments for residents in San Rafael who are housed but at risk of homelessness due to the COVID 19 pandemic.

The latest funding award allocated to the County on September 11, 2020, is \$1,790,994. This funding allocation is known as CDBG-CV Allocation 3A. The formula allocation developed by HUD for this round of funding meets both the statutory requirements of the CARES Act and the President's Executive Order to focus funds toward places with households facing higher risk of eviction. Specifically, it targets communities with households most at risk for transmission and risk of eviction, with higher amounts for states with high rates of Coronavirus.

ANALYSIS:

Needs Assessment

County staff emphasized a focused needs assessment in areas with the highest rates of COVID-19 and areas facing higher risk of eviction, given the HUD directive described above and that a comprehensive needs assessment was performed for previous CDBG-CARES ACT Coronavirus funding in March. County staff worked with non-profit organizations who have supported low-income communities throughout the pandemic, including Canal Alliance and North Marin Community Services. In this more focused needs assessment, County staff found that the greatest needs are subsistence payments, also defined as emergency rental assistance payments with case management services, and support for small¹ and microbusinesses².

Methodology

HUD has provided clear direction that this round of CDBG CARES ACT Coronavirus funds be allocated to those most impacted by COVID-19 cases and had the highest rate of eviction. To this end, County staff developed an adjusted allocation methodology for this round that is based on using census tract data where COVID-19 cases are most prevalent. Data on coronavirus cases, supplied by the County of Marin Health and Human Services (HHS), and data on overcrowding, gathered from the U.S. Census American Community Survey, were utilized to determine the communities with the greatest risk for coronavirus transmission³. Additionally, data from HUD's CHAS/Consolidated Plan tool were utilized to determine the percentage of low-income households in each community, in line with the use of HUD dollars to be used for low-income individuals and households, who make below 80% of the area median income. These data points resulted in the following allocation:

- San Rafael: 52.7%, \$943,853.84
- Novato: 27.1%, \$485,359.37
- County Other: 20.2%, \$361,780.79

To ensure the communities with the greatest risk of coronavirus transmission are adequately supported by these funds, staff analyzed the percentile of both coronavirus cases and overcrowding rates. Among

¹ HUD defines a small business as a business with more than 6 employees.

² HUD defines a micro-enterprise as a business with five or fewer employees, including the business owner.

³ HUD defines overcrowding as more than one occupant per room.

all census tracts in Marin County, those that presented a percentile greater than 90 in either coronavirus or overcrowding data located within the San Rafael and Novato communities are recommended to be earmarked with funds for the proportion of coronavirus cases they represent out of their entire community.

Recommended for Funding

City staff recommends that 75% of the funds allocated for San Rafael, approximately \$708,000, go toward rental assistance. Rental assistance funds will be focused in areas of San Rafael that are most at risk for COVID-19 transmission and risk of eviction.

City staff recommends that the remaining twenty-five percent (25%) of the funds, approximately \$235,000, be used for assistance with small and microbusinesses/enterprises. The County is working to identify a service provider to administer these funds. Funds for small businesses and microenterprises will be focused in areas of San Rafael that are most at risk for COVID-19 transmission and risk of eviction.

The small and microenterprise grants must also be used for the main purpose of CARES funding; i.e., the prevention of, preparation for and response to coronavirus. Qualification parameters for HUD's small and microbusiness program are summarized below:

- Program administrator needs evidence that this is “last resort” funding; businesses need to demonstrate and document that other funding was unavailable.
- The program cannot provide a duplication of services already available.
- The program can either loan/grant to microenterprises or small businesses, however, loans must have a detailed underwriting process.
- Microenterprises:
 - Defined as five or fewer employees, including the business owner.
 - Either the owner of the business needs to qualify as low income or at least 51% of the employees must be low income for a microbusiness to be eligible.
 - Documentation Needed:
 - Documentation of Owner's Individual Income
 - Documentation of Qualifying Employee Income (if needed)
 - Records or agreements that ensure funds will be spent on microenterprise
 - Documentation how the activity is related to COVID-19 (Prevent, Prepare & Respond)
- Small Businesses:
 - Defined as more than 6 employees, including the owner.
 - Small businesses must show evidence that their existing job retention and creation is for low income employees.
 - Small businesses must have 51% of employees qualify as low income.
 - Documentation Needed:
 - Documentation of qualifying employees' individual income
 - Records or agreements that ensure funds will be spent on small business
 - Documentation how the activity is related to COVID-19 (Prevent, Prepare & Respond)
 - More documentation may be necessary if the funds are dedicated to job retention or creation.
- Home based businesses and businesses with no physical storefronts would qualify.

The County is not proposing to use any of the CDBG-CARES ACT Coronavirus funds for administration of the program. Administration funds will be an eligible expense for the direct service providers.

Next Steps:

After the San Rafael City Council makes its recommendations, the Countywide Priority Setting Committee reviews the recommendations from the County, San Rafael and Novato, and then makes their recommendation to the Board of Supervisors, which has final approval authority prior to sending the recommendations to HUD.

FISCAL IMPACT:

There is no direct cost or revenue impact generated by the recommended action as the City is directing HUD funds to specific projects.

OPTIONS:

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

1. Adopt Resolution
2. Adopt Resolution with modifications
3. Direct staff to return with more information
4. Take no action

RECOMMENDED ACTION:

Adopt a Resolution recommending CARES Act CDBG-CV Allocation 3A Coronavirus funding to the Marin County Board of Supervisors for the San Rafael Planning Area.

ATTACHMENTS:

- 1) Resolution

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL RECOMMENDING
COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT CORONAVIRUS
(CDBG-CV) ALLOCATION 3A FUNDING TO THE MARIN COUNTY BOARD OF
SUPERVISORS FOR THE SAN RAFAEL PLANNING AREA**

BE IT RESOLVED by the Council of the City of San Rafael as follows:

WHEREAS in June 1999, the City Council revised the Cooperation Agreement with the County of Marin for Community Development Block Grant (CDBG) funds whereby the City of San Rafael remained in the County system; and

WHEREAS the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) signed into law on March 27, 2020, appropriates \$5 billion in additional Community Development Block Program funding to state and local governments; and

WHEREAS on September 11, 2020, Marin County was awarded \$1,790,994 in CDBG-CV Allocation 3A funds, of which San Rafael’s allocation is \$943,853.84, and these additional funds will not impact the 2018-2019 or 2019-2020 recommendations for CDBG and HOME funds approved by the City Council; and

WHEREAS on November 2, 2020, in accordance with the Cooperation Agreement, the City Council reviewed staff’s recommendation that the City of San Rafael’s total CDBG-CV allocation of \$943,853.84 be used to fund rental assistance and provide financial assistance for small and microbusinesses/enterprises focused in areas of San Rafael that are most at risk for COVID-19 transmission and risk of eviction;

NOW, THEREFORE IT IS HEREBY RESOLVED that the City Council recommends to the Marin County Board of Supervisors that the City of San Rafael’s CDBG-CV Allocation 3A allocation of \$943,853.84 be allocated as such: 75% or \$707,890.38, to fund rental assistance focused in areas of San Rafael that are most at risk for COVID-19 transmission and also most at risk of eviction and 25% or \$235,963.46, to fund small and microbusinesses/enterprises in areas of San Rafael that are most at risk for COVID-19 transmission and also most at risk of eviction.

I, **LINDSAY LARA**, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 2nd day of November 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

**Prepared by: Paul Jensen (EG)
Director**

City Manager Approval: _____ 

TOPIC: OPPORTUNITY ZONE RENTER RELOCATION ASSISTANCE INFORMATIONAL REPORT

SUBJECT: INFORMATIONAL REPORT ON RENTER RELOCATION ASSISTANCE IN THE OPPORTUNITY ZONE LOCATED IN THE CANAL NEIGHBORHOOD OF SAN RAFAEL

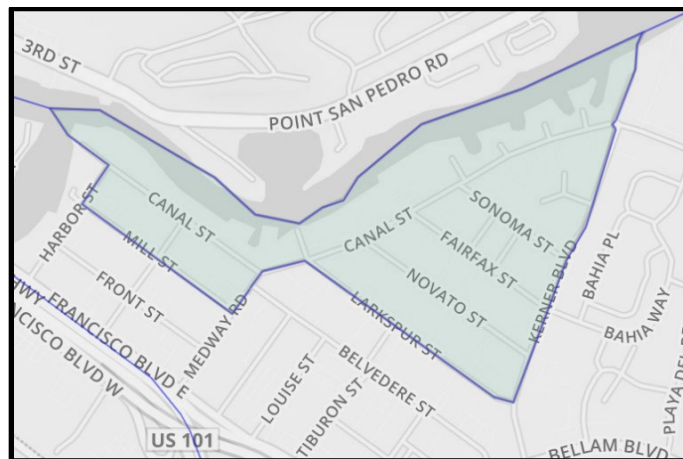
RECOMMENDATION:

Accept Report and Provide Staff Direction.

BACKGROUND:

As part of the U.S. Investing in Opportunities Act, tax incentives for long-term investment were created in designated census tracts called Opportunity Zones (“OZs”). Investors can access these tax incentives by investing capital gains through Opportunity Funds. Opportunity Funds are required to hold 90% of their assets in qualified OZ properties. The longer an investor keeps their money in the Opportunity Fund investment, the larger the tax break they will receive.

Map 1. San Rafael Opportunity Zone- Census Tract 1122.01



San Rafael currently has one OZ (Census Tract 1122.01, Map 1) located in the Canal neighborhood. OZ projects must conform to all zoning and entitlement designations and processes. For San Rafael’s OZ,

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

this includes properties zoned for: CCI/O (Core Canal Industrial/ Office), HRI (Multifamily Residential and High Density), GC (General Commercial), and NC (Neighborhood Commercial).

On October 5, 2020, the City Council conducted a [Study Session regarding Opportunity Zones and Eviction Assistance](#). During this Study Session, City Council directed staff to prioritize work on potential renter relocation assistance for renters within the Opportunity Zone. Staff has prepared this informational report to further discuss the potential impacts of increases to renter relocation assistance for the OZ.

ANALYSIS:

There are currently 140 properties and 1,679 total housing units within the OZ boundary. [According to the latest Census data](#), 33.5% of households in the Census Tract fall below the federal poverty line. Of the 1,679 housing units in the OZ, 139 units, or eight percent (8%), currently have below market rate deed restrictions. In most cases, these restrictions would carry over to any new owner or development of the property. For any new construction projects, these developments would be required to comply with the City’s Inclusionary Housing requirements.

Table 1. Properties within San Rafael OZ Boundaries

	Properties	Units	Average Units/ Property
Single Family Homes	35	35	1
Condominiums	10	254	25
Apartment Buildings	82	1,387*	17
Non-Residential	13	-	-
Total	140	1,679	

*139 Units have deed restricted below market rate protections

Removal of Opportunity Zone Designation

[Chapter Z of the Tax Cuts and Jobs Act](#) (Opportunity Zones) establishes a process for designation of qualified opportunity zones. The process provides that the chief executive officer of a State must nominate the tract for designation and notify the Government of such nomination. The Government may then certify the nomination and designate the tract as an opportunity zone. Opportunity zones maintain their designation for ten years from the date of designation. (1400Z-1(f).)

The Treasury and IRS issued final regulations on Opportunity Zones. These regulations provide: “Section 1400Z-1 provides the statutory authority for one round of nominations and designations. Thus, there are no current or proposed plans to reopen consideration of additional census tracts to be designated as QOZs.” (See subsection D)

Chapter Z contains no provisions for “un-designating” a qualified opportunity zone. Once an opportunity zone nomination is certified, the tract is designated for ten years and it does not appear there is any vehicle in the law to alter or change such designation.

Proposed Increase to Renter Relocation Assistance

Since 2005, [the City has required citywide relocation assistance as a condition to certain development projects](#). San Rafael Municipal Code (SRMC) section 14.16.279 requires that the City condition planning, building and/or demolition permits on the payment of relocation assistance where the underlying development will result in displacement of low-income household tenants. These relocation payments

are only required for households that qualify as “low-income household tenants of record.” Pursuant to SRMC section 14.16.279 and Health and Safety Code section 50079.5, this means the relocation assistance would apply to tenants who earn less than eighty percent (80%) of county median income and who appear on a valid lease or rental agreement.¹

As discussed in the October 5th Study Session, staff has prepared potential changes to renter relocation payments for households displaced as a result of a no-fault eviction in the Opportunity Zone. These proposed changes would increase the relocation assistance for qualifying households within the Opportunity Zone census tract area (Table 2). Staff has based the proposed increase in payment levels upon similar renter relocation assistance programs adopted by other California jurisdictions, including [Los Angeles](#), [San Francisco](#), [Oakland](#), and [Berkeley](#).

Table 2. Proposed Renter Relocation Assistance for Opportunity Zone

Payments to Renters (per unit)					
	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Base Relocation Payment (All Renters) *					
First Month Rent (2020 Fair Market Rent)	\$ 2,197	\$ 2,720	\$ 3,339	\$ 4,365	\$ 4,657
Security Deposit (2x Fair Market Rent)	\$ 4,394	\$ 5,440	\$ 6,678	\$ 8,730	\$ 9,314
Estimated Moving Expenses	\$ 500	\$ 500	\$ 750	\$ 1,000	\$ 1,500
Minimum Total Renter Relocation Payment	\$ 7,091	\$ 8,660	\$ 10,767	\$ 14,095	\$ 15,471
Supplemental Relocation Payments (paid in addition to Base Relocation Payments)					
<i>Temporary Housing</i>					
\$150 per diem, prorated by night until 1st of next month	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Household Characteristics</i>					
Provided if household meets one of the below criteria:	\$ 2,197	\$ 2,720	\$ 3,339	\$ 4,365	\$ 4,657
1) Household with children					
2) Household with individual 65 years or older					
3) Household with individuals with disability					
Estimated Total Renter Relocation Payment	\$ 9,288	\$ 11,380	\$ 14,106	\$ 18,460	\$ 20,128
Payments to City of San Rafael (per unit)**					
	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Administrative Fee					
1-10 Units- 10%	\$ 709	\$ 866	\$ 1,077	\$ 1,410	\$ 1,547
11-20 Units- 15%	\$ 1,064	\$ 1,299	\$ 1,615	\$ 2,114	\$ 2,321
21+ Units- 20%	\$ 1,418	\$ 1,732	\$ 2,153	\$ 2,819	\$ 3,094

* Base Relocation will be calculated using the higher amount between current Fair Market Rent or Leased Rent.

**Note: Current payment to the City of San Rafael are based on base payment amount for illustration. Actual payments to the City of San Rafael would be based on actual Renter Relocation Payment.

These changes include the following four payments for which a displaced household may qualify:

1. Base Payment: ~\$7,000 to \$15,400 for all households covered by the ordinance. Specific payment amount would be based upon on unit size and include payments for the first month rent, the security deposit (equal to two months’ rent), and moving expenses;
2. Temporary Housing: \$150 per diem to households who are displaced before the end of the month. This payment would be intended to cover temporary housing costs related to a partial month move;
3. Supplemental Payment: ~\$2,100 to \$4,600 payment if the household meets certain characteristics including: a household with children, a household with an individual over 65 years old, a housing with an individual with a disability; and

¹ Note: during the October 5th, 2020 Study Session this income requirement was not explicitly stated in the background materials provided to City Council.

4. Administrative Fee: ~\$709 to \$3,094 per unit fee depending on unit and property size, paid to the City. These funds would be used to cover costs associated with implementation of the program including hiring a third-party to provide administration services on behalf of the City.

As discussed in the Study Session, the financial burden created for the property owner by these increases to renter relocation assistance payments in the OZ would be partially offset by the tax incentives to the property owner for development in the OZ.

Next Steps

Staff has developed a draft ordinance reflecting the proposed renter relocation assistance payment changes. Staff does not believe the proposed ordinance would be invalidated or preempted by Federal law. Interfering with the methods by which a Federal statute was designed to reach its goal may constitute obstacle preemption. But the Federal Court of Appeals for the Ninth Circuit (of which California is a part) has held that a high threshold must be met if a State or local law is to be preempted for interfering or conflicting with the purposes of a Federal statute. Here, the Tax Cuts and Jobs Act of 2017 is intended to provide an investor with federal tax credits, thereby providing tax relief, and is also intended to “spur economic development” through this tax credit. The law does not direct local governments to take, or not take, any specific action in order to aid in the Federal government’s implementation of the Act. The proposed relocation assistance ordinance would not interfere with the methods designed to reach the goals of the Act because the ordinance would prevent neither development nor receipt of tax credits pursuant to the Act.

Staff is seeking additional direction from the City Council regarding whether to move forward with the proposed changes to the City’s requirements for renter relocation assistance payments. If directed to move forward with changes, Staff would be able to update this draft ordinance to reflect City Council direction in time for the Planning Commission to make a recommendation at their November 17, 2020 meeting. At this meeting, the Planning Commission will also be considering the housing-related amendments discussed at the [September 21, 2020 City Council meeting](#).

FISCAL IMPACT:

As this is an informational report, there is no fiscal impact.

OPTIONS:

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

1. Accept Report
2. Direct staff to return with more information
3. Take no action

RECOMMENDED ACTION:

Accept Report and Provide Staff Direction

ATTACHMENTS:

- 1) Draft Ordinance

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL ADDING
CHAPTER 10.110 TO THE SAN RAFAEL MUNICIPAL CODE, ENTITLED
“RELOCATION ASSISTANCE IN OPPORTUNITY ZONES”**

Section 1. Findings.

WHEREAS, the Marin Housing Authority estimates there is a shortage of 9,465 affordable rental homes to accommodate low-income renters in Marin County;

WHEREAS, the Marin Housing Authority estimates that rents in Marin County have been steadily increasing since 2009;

WHEREAS, increasing rents combined with a housing shortage places substantial pressure on residents of the City of San Rafael who rent housing;

WHEREAS, there are 23,929ⁱ residential units in San Rafael. Of those, approximately forty-eight percent (48%) are owner occupied and 48 (50) % are renter occupied.

WHEREAS, a portion of San Rafael is located in U.S. Census Tract 1122.01, which is the sole U.S. Census Tract designated a “Qualified Opportunity Zone” by the 2017 Tax Cuts and Jobs Act (the “Act”), within Marin County;

WHEREAS, in San Rafael’s Qualified Opportunity Zone, there are approximately 1,813ⁱⁱ residential units. Of those, eight percent (8%) are owner occupied and ninety-two percent (92%) are tenant occupied;

WHEREAS, the estimated median gross monthly income of residents living in Census Tract 1121.01 is \$3,533ⁱⁱⁱ;

WHEREAS, Qualified Opportunity Zones are designed to spur economic development in distressed communities throughout the country and U.S. possessions by providing tax benefits to investors who invest eligible capital into opportunity zones;

WHEREAS, in order for taxpayers to defer tax on eligible capital gains under the Act, taxpayers must own and substantially improve property in a Qualified Opportunity Zone;

WHEREAS, sale of residential properties in San Rafael’s Qualified Opportunity Zone and substantial improvements to said properties are likely to result in displacement of residential tenants in the Canal neighborhood due to no fault terminations;

WHEREAS, the residents living in San Rafael's Qualified Opportunity Zone therefore face a high risk of displacement which displacement could have severe health, safety and economic impacts on these residents;

WHEREAS, tenants who do not have adequate funds to move and who are forced to move pursuant to no-fault eviction notice face displacement and great hardship;

WHEREAS, tenants who find acceptable new housing commonly find themselves required to pay substantial costs related to new housing including, but not limited to, move-in costs to a new home, moving costs, new utility hook-ups, payments for temporary housing, lost work time seeking housing, and increased rent;

WHEREAS, tenants who find acceptable new housing commonly find themselves required to pay substantial move-in costs of first and last month's rent plus a security deposit equal to one month's rent; and

WHEREAS, tenants evicted in San Rafael are forced to incur substantial costs related to new housing including, but not limited to, move-in costs to a new home, moving costs, new utility hook-ups, payments for temporary housing, and lost work time seeking housing;

WHEREAS, mothers who are evicted experience higher levels of material hardship and parenting stress and are more likely to suffer from depression and to report their health and that of their children as being poor and the impacts of eviction can endure for years with research showing in some families at least two years after their eviction mothers experienced significantly higher rates of material hardship and depression than their peers^{iv};

WHEREAS, evictions of long-term residents can lead to significant decreases credit scores for individuals ages 65 years or older compared than their counterparts who are able to stay, with an average credit score 14.6 points lower^v;

WHEREAS, by 2035, the number of older households with a disability nationwide will increase by 76 percent to reach 31.2 million, placing tremendous pressure on the supply of ADA-compliant rental housing, making it increasingly difficult for renters with disabilities to find suitable housing after a no-fault eviction^{vi};

WHEREAS, numerous California jurisdictions have recognized the impacts of these no-fault evictions are particularly significant on elderly, disabled, and low-income tenants and tenants with minor children, justifying additional payments for households with these tenants;

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to, but not limited to, the following CEQA Guidelines: §15378 (regulatory actions), § 15061 (b)(3) (no significant environmental impact), and § 15183 (consistent with the general plan and zoning);

WHEREAS, Ordinance No. _____ is expressly authorized by State law because the Ordinance is more protective than the provisions of section 1946.2 of the California Civil Code, which was adopted pursuant to the Tenant Protection Act of 2019, because this ordinance provides tenant protections that are neither prohibited by nor established by other provisions of applicable law;

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

Section 2: Addition of Chapter 10.110 to the San Rafael Municipal Code.

Title 10 of the San Rafael Municipal Code, entitled “Businesses, Professions, Occupations, Industries and Trades” is hereby amended by adding a new Chapter, 10.110 entitled “Relocation Assistance in Opportunity Zones” to read in its entirety as follows:

10.110.010 Purpose and Intent

It is the purpose and intent of this chapter to help mitigate the adverse health, safety and economic impacts experienced by residents of rental housing who are displaced from their residences due to no fault terminations of their tenancies. This chapter requires a property owner to mitigate the impact on these residents by providing relocation assistance benefits to residents located within U.S. Census Tract 1122.01, which has been designated a “Qualified Opportunity Zone” by the 2017 Tax Cuts and Jobs Act.

10.110.020. Definitions

For purposes of this chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section and set forth in section 10.105.030 of the SRMC shall have the meanings given to them:

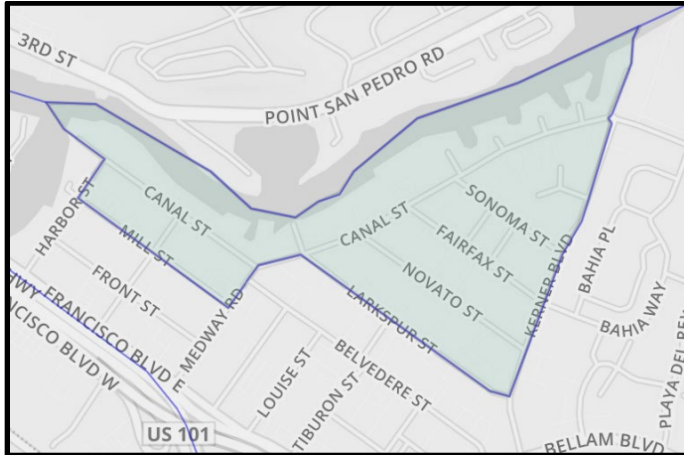
- A. “Disabled” means a person with a disability, as defined in Section 12955.3 of the Government Code.
- B. “Elderly” means a person sixty-two (62) years or older.
- C. “Lease” means any contract between a tenant household and a landlord or property owner for a specified time, in return for a periodic payment.
- D. “Minor child(ren)” means a person(s) who is eighteen (18) years or younger at the time the Notice of Relocation Assistance is provided to the tenant household.
- E. “Tenancy” means the use or occupancy of a dwelling unit by a tenant.

10.110.030 Eligibility for Relocation Assistance

- A. Tenant households who have continually occupied a dwelling unit for a period of thirty (30) days or more are eligible for relocation assistance pursuant to this chapter.

B. Only those tenant households who occupy a dwelling unit located within the shaded areas shown on Map 10.110.030 shall be eligible for relocation assistance pursuant to this chapter.

Map 10.110.030



C. Any property not described in subsection (A) of section 10.110.030 of this Chapter and and/or any property not otherwise subject to this Chapter, shall be subject to all applicable local and State requirements regarding relocation assistance including but not limited to those requirements set forth in Civil Code section 1946.2 and section 14.16.279 of the SRMC, as those sections may be amended.

D. A tenant household shall not be eligible to receive relocation assistance pursuant to this Chapter if the tenant household is subject to a “for cause termination” pursuant to subsection (B) of section 10.105.040 of this Code.

E. A tenant household that is eligible to receive relocation assistance pursuant to this Chapter shall not be eligible to receive relocation assistance pursuant to the provisions of section 14.16.279 of this Code.

10.110.040 Requirement to Provide Relocation Assistance

If the termination of a tenancy subject to this Chapter qualifies as a “no fault termination” pursuant to subsection (C) of section 10.105.040 of this Code, the landlord of the dwelling unit subject to the no fault termination shall, regardless of the tenant household’s income, provide relocation assistance in accordance with the provisions of this Chapter.

10.110.050 Relocation Assistance Procedures

Relocation assistance shall be subject to the following procedures:

A. Calculation of Relocation Assistance

A tenant household that is eligible to receive relocation assistance pursuant to this Chapter shall be entitled to a relocation payment equal to the sum of the following:

(1) First and Last Months' Rent. Payment for first and last month's rent shall be equal to two times the greater of (1) the rent established by a lease between the landlord and the tenant household, or (2) the current Fair Market Rent published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit; and

(2) Security Deposit. Payment for a security deposit shall be established by City Council Resolution and based upon the number of bedrooms in the property; and

(3) Moving Expenses. Payment for moving expenses shall be established by City Council Resolution and based on the number of bedrooms in the property; and

(4) Per Diem. A per diem payment for each day remaining in the calendar month in which the tenancy is terminated. The per diem amount shall be established by City Council Resolution, compensate for costs such as short term rental accommodations, meals, and other related costs, and based upon tenant household size.

(5) Supplemental Payments. Tenant households that qualify for the categories set forth in this subsection shall receive one supplemental payment in an amount established by City Council Resolution per each applicable category. Supplemental payments shall be the greater of (1) the rent established by a lease between the landlord and the tenant household, or (2) the current Fair Market Rent published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit.

a. Tenant households with Minor Child(ren). Households with at least one minor child(ren).

b. Tenant households with Elderly Individual. Households with at least one elderly individual.

c. Tenant households with Disabled Individual. Households with at least one disabled individual.

B. Notice of Relocation Assistance

(1) Not less than sixty (60) days before a tenancy is terminated pursuant to subsection (C) of section 10.105.040, the landlord shall provide a Notice of Relocation Assistance to the tenant household whose tenancy will be terminated.

(2) The Notice of Relocation Assistance may be provided along with or incorporated within the Notice of Termination required pursuant to section 10.105.050.

(3) The Notice of Relocation Assistance shall be in the same language as the rental agreement was negotiated.

(4) The Notice of Relocation Assistance shall contain the following:

- a. the amount of the relocation assistance payment itemized in the manner set forth in subsection (A) of section 10.110.050 regarding calculation of relocation assistance;
- b. the date by which the relocation assistance payment will be delivered to the tenant household; and
- c. a copy of San Rafael Municipal Code Chapter 10.110.

D. Certification of Relocation Assistance and Administrative Fee

Within ten (10) days of issuance of a Notice of Relocation Assistance pursuant to subsection (B) of section 10.110.050 of this Chapter, the landlord shall submit to the City's Community Development Department, a completed Certification of Relocation Assistance on a form acceptable to the City along with an administrative fee in an amount set forth by separate resolution of the City Council, which fee shall offset the costs in administering this Chapter.

The Certification of Relocation Assistance shall include the following information:

- (1) The address of each dwelling unit in the rental property that is subject to the no-fault termination;
- (2) The monthly rent for each of those dwelling units; and
- (3) The name of every person the landlord considers to be a resident under an oral lease, written lease, or other rental agreement.

E. Payment of Relocation Assistance

- (1) Not less than thirty (30) days before the final date of the terminated tenancy, the landlord shall deliver, via certified mail or personal service, to the address of the terminated tenancy, the relocation assistance required by this Chapter.
- (2) Relocation assistance shall be paid per tenant household, not per tenant.
- (3) Relocation assistance shall be paid via check or cashier's check made out to the person(s) who are named on the lease for the terminated tenancy.

F. Verification of Payment of Relocation Assistance.

Before issuance of demolition permits, building permits or other City permits and/or entitlements that would result in No Fault Termination subject to Chapter 10.105 of the SRMC, the City must receive verification from the landlord of the property seeking said permits and/or entitlements that all relocation assistance required pursuant to this Chapter has been paid. This verification shall be submitted in a form acceptable to the Community Development Department.

10.110.060 Notices.

Whenever any notice or other communication is required by this Chapter to be served on, provided, given or delivered to, or filed with, any person, that notice or communication

may be communicated by personal delivery, certified mail, first class mail, e-mail, or any other similar method that will provide a written record of the notice or communication.

10.110.070 Administrative Regulations

The City Manager may, from time to time, promulgate regulations implementing the provisions of this Chapter, violations of which shall be considered a violation of this Chapter.

10.110.080 Failure to Comply – Private Right of Action.

Any attempt to recover possession of a rental unit in violation of this Chapter shall render a landlord liable to the tenant for damages permitted by law in a civil action for wrongful eviction. A tenant may also seek injunctive relief and money damages for wrongful eviction and/or failure to pay relocation assistance. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

Section 3. Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 4. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment and pursuant to CEQA Guidelines section 15060, subd. (c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 5. Publication; Effective Date. A summary of this Ordinance shall be published and a certified copy of the full text of this Ordinance shall be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which it is adopted.

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

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

Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. _____ was read and introduced at a regular meeting of the City Council of the City of San Rafael on _____, the ____ day of _____ 2020, and was ordered passed to print by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the ____ day of _____, 2020.

LINDSAY LARA, City Clerk

ⁱ Total Housing Units (+/-235 Margin of Error)(Occupied - +/-542 Margin of Error)

ⁱⁱ Total Housing Units (+/-117 Margin of Error)

ⁱⁱⁱ ACS 2018 5-year

^{iv} Desmond, Matthew & Kimbro, Rachel. (2015). Eviction's Fallout: Housing, Hardship, and Health. *Social Forces*. 94. 10.1093/sf/sov044.

^v Ding, L., & Hwang, J. (2016). The Consequences of Gentrification: A Focus on Residents' Financial Health in Philadelphia. *Cityscape*, 18(3), 27-56.

^{vi} Joint Center for Housing Studies of Harvard University. (2016). Projections and Implications for Housing a Growing Population: Older Households 2015-2035. <https://www.jchs.harvard.edu/research-areas/reports/projections-and-implications-housing-growing-population-older-households-2015>

Project Homekey

The California Department of Housing and Community Development issued approximately \$600 million of Homekey Program competitive grant funding. Building on the Project Roomkey initiative, which provided funds to lease motel rooms to house people experiencing homelessness, Homekey is a statewide effort to rapidly expand housing for persons who are currently experiencing or at-risk of homelessness, and who are impacted by COVID-19. Homekey is an opportunity for local public agencies to purchase motels and a broad range of other housing types in order to increase their community's capacity to respond to homelessness and the current COVID-19 pandemic. While Homekey builds off of Project Roomkey, applications are not limited to Project Roomkey sites.

Of the \$600 million in Homekey funding, \$550 million is derived from the state's direct allocation of the federal Coronavirus Relief Fund (CRF funds must be expended by December 30, 2020) and \$50 million is state General Funds (must be expended by June 30, 2022).

Because of the timing requirements of the federal funding, the State has provided Counties across California with a very limited amount of time to apply and close on proposed properties, which has also resulted in limited time for public engagement and community outreach. Homekey funds can be used for acquisition, rehabilitation, conversion of nonresidential to residential, master leasing of properties, and purchase of affordability covenants and restrictions for units.

As discussed at the [September 21, 2020 City Council Meeting](#), the City, County of Marin, and a group called Opening Doors Marin are pursuing housing acquisition opportunities through the [State's "Project Homekey" initiative](#). One of these opportunities would be to acquire the office building at 3301 Kerner, which has been previously approved by the San Rafael Planning Commission to operate as interim housing by Homeward Bound of Marin while Homeward Bound redevelops the Mill Street Center to include an additional 32 units of permanent supportive housing (PSH). When Homeward Bound is able to relocate back to Mill Street, which is expected to be within 12-18 months, 3301 Kerner is planned to be converted to 44 PSH units.

These new permanent units would be eligible towards meeting the City's Regional Housing Need Allocation (RHNA). Units will be allocated through Marin's Coordinated Entry, which has adopted its prioritization criteria to include COVID-19 vulnerabilities, aligned with Project Homekey criteria.

This acquisition would enable Marin to accelerate and expand several strategic initiatives in the County, such as Housing First, while also protecting those persons experiencing homelessness who are COVID-19 vulnerable.

In addition to 3301 Kerner, the County of Marin is also pursuing Project Homekey acquisitions at America's Best Value Inn in Corte Madera (19 units) and Inn Marin in Novato (70 units).

ANALYSIS:

As stated in Section 4 of the City's *Guidelines for the Administration of the Affordable Housing Trust Fund*, eligible projects seeking Program funding for an eligible activity may submit a Program Application through a "Rolling Application Process." Funding for the 3301 Kerner project has been considered under this process. This project has an expected development cost of approximately \$23,400,000. The County has received an award of approximately \$5,940,000 in Project Homekey funds contingent on matching City funds of \$1,540,000. The remaining gap would be filled through tax credits and other funding sources. Awarded funds must be used to provide housing for individuals and families experiencing

homelessness or at risk of experiencing homelessness and who are impacted by the COVID-19 pandemic.

While separate from the recent NOFA process, Staff recommends allocating up to \$1,540,000 in housing trust funding for a grant for the 3301 Kerner project. All funds would be used for acquisition of the property and the City's funds would therefore go to the creation of new affordable housing units. Funding for services would come from other funding sources.

Due to the accelerated timeline required by HCD for expending Project Homekey funds, Housing Trust Fund monies would be transferred directly to an escrow account for project acquisition. The Marin County Board of Supervisors is expected to consider final approval of all Project Homekey funded projects on November 17, 2020, with an anticipated closing of all property acquisitions no later than December 2, 2020.

COMMUNITY OUTREACH:

The majority of community outreach for the Project Homekey efforts have been conducted by County staff. These have included presentations to the Marin County Board of Supervisors on [August 1](#), [October 20](#), and [October 27, 2020](#).

In addition to these presentations, County staff have conducted two public meetings focusing on the Corte Madera and Novato Project Homekey funded projects. County staff is willing to conduct a public meeting focused on this project, if desired. They have established a website which will include Frequently Asked Questions and other outreach materials on the proposed projects, the address is <https://www.marincounty.org/homekey>.

Also, the City did a [news e-blast](#) through the Homeless Initiatives Newsletter with information about 3301 Kerner and provided the information on the City's website.

FISCAL IMPACT:

Currently, the City's Affordable Housing Trust Fund (Fund #243) balance is \$3,573,960. [On October 5th, 2020](#), City Council approved \$1,550,000 in Trust Fund allocations reducing the available Trust Fund balance of \$2,023,960, once appropriated. Approval of this resolution would further reduce this balance to \$483,960. The Trust Fund will be replenished by March 31, 2021 when the City receives the final installment, \$1,843,200, of the [BMR Buyout Agreement for Loch Lomond Marina](#).

Housing Trust Funds would be provided to the County of Marin as a grant. Funds are not recommended to be provided as a loans due to the limited revenue generated through permanent supportive housing projects.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt A Resolution Approving a Housing Trust Grant to the County of Marin for the Affordable Housing Development at 3301 Kerner Boulevard in an Amount Not to Exceed \$1,540,000, and Authorizing the

City Manager to Execute Grant Documents and All Related Documents That May Be Required by Other Sources of Financing.

ATTACHMENTS:

- 1) Resolution of the San Rafael City Council Approving a Housing Trust Grant to the County of Marin For the Affordable Housing Development at 3301 Kerner Boulevard in an Amount Not to Exceed \$1,540,000, and Authorizing the City Manager to Execute Grant Documents and All Related Documents That May Be Required by Other Sources of Financing for the Project

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A HOUSING TRUST FUND GRANT TO THE COUNTY OF MARIN FOR THE AFFORDABLE HOUSING DEVELOPMENT AT 3301 KERNER BOULEVARD IN AN AMOUNT NOT TO EXCEED \$1,540,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT DOCUMENTS AND ALL RELATED DOCUMENTS THAT MAY BE REQUIRED BY OTHER SOURCES OF FINANCING FOR THE PROJECT

WHEREAS, on January 21, 2020, the City Council adopted Resolution No. 14760, establishing Guidelines for the Administration of the Affordable Housing Trust Fund; and

WHEREAS, on July 16, 2020 the California Department of Housing and Community Development released a Notice of Funding Availability (NOFA) for \$600 million in Project Homekey funding to local public entities, including cities, counties, or other local public entities within California to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing; and

WHEREAS, on August 11, 2020, the County of Marin Board of Supervisors adopted Resolution No. 2020-86 endorsing and authorizing application for the Project Homekey program, including an application for funding for the affordable housing development at 3301 Kerner Boulevard in San Rafael ("3301 Kerner"); and

WHEREAS, the City received an application from the County of Marin seeking \$1,540,000 in funding for 3301 Kerner as part of the Project Homekey program; and

WHEREAS, Section 4 of the City's *Guidelines for the Administration of the Affordable Housing Trust Fund* allows eligible projects seeking Program funding for an eligible activity to submit a Program Application through a "Rolling Application Process"; and

WHEREAS, City staff reviewed the 3301 Kerner project application using the evaluation criteria listed in Section 5 of the *Guidelines for the Administration of the Affordable Housing Trust Fund*; and

WHEREAS, based upon this evaluation criteria, staff recommended the 3301 Kerner project for funding as a grant in an amount up to \$1,540,000 as result of the project's ability to leverage Project Homekey funding to provide new housing for very low and extremely low-income households and substantial supportive services; and

WHEREAS, the purchase of the property is contingent on receiving State of California Department of Housing and Community Development Homekey Grant funds; and

WHEREAS, a purchase of an ownership interest in real property funded pursuant to Health and Safety Code Section 50675.1.1 as this project is, shall be statutorily exempt from the California Environmental Quality Act pursuant to Health and Safety Code Section 50675.1.2; and

WHEREAS, the City has sufficient funds in the Affordable Housing Trust Fund #243 to be appropriated for FY20/21 to support this grant;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby approves a housing trust fund grant to the County of Marin for the affordable housing development at 3301 Kerner Boulevard in an amount not to exceed \$1,540,000, and authorizes the City Manager to

execute grant documents and all related documents that may be required in connection with other sources of financing for the project, in a form to be approved by the City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: THIRD STREET IMPROVEMENTS

SUBJECT: INFORMATIONAL REPORT ON THE THIRD STREET REHABILITATION AND THIRD STREET SAFETY IMPROVEMENTS PROJECTS

RECOMMENDATION: Staff recommends that the City Council accept the informational report.

BACKGROUND: In 2004, the Transportation Authority of Marin (TAM) established the Measure A Expenditure Plan (Plan), a voter-approved sales tax providing funds for major roadway projects in Marin County. Plan projects were prioritized based on roadway condition, traffic volumes, transit frequency, and existing bicycle and pedestrian access. In 2016, San Rafael received \$11 million from Measure A and an additional \$1.5 million from the State Local Partnership Program for the purpose of making significant infrastructure improvements along Third Street.

Starting in 2017, City staff and the BKF Engineers design team (contract awarded on April 17, 2017) conducted community outreach to receive public input and conceptualize which elements should proceed to construction. The conceptual plans that were included in the feasibility report presented to the City Council at the June 3, 2019 meeting are available online at <https://www.cityofsanrafael.org/third-st-rehab>.

In 2018, the City applied for federal funding through the Highway Safety Improvement Program (HSIP) administered by Caltrans. Upon favorable review, the City was awarded \$1,575,000 in funding for Third Street between Lindaro Street and Union Street. As project delivery utilizing federal funds can be complex and impact timelines, staff subdivided the entire Third Street corridor into two projects. The environmental and design phase went through a qualifications-based selection process and the contracts were awarded by Council as follows:

1. Third Street Rehabilitation Project – Miracle Mile to Lindaro Street (Rehabilitation Project) awarded to CSW/Stuber-Stroeh Engineering group on November 18, 2019.
2. Third Street Safety Project – Lindaro Street to Union Street (Safety Project) awarded to Kimley Horn and Associates, Inc. on March 2, 2020.

ANALYSIS: The Third Street Rehabilitation and Safety Projects consist of roadway, pedestrian, and bicycle improvements, including but not limited to, street resurfacing, curb ramps, sidewalk, raised intersections through the downtown core, storm drain, traffic signal upgrades, adding bulb-outs for improved pedestrian visibility, shortening crossing distances at key locations,

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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narrowing travel lanes, adding trees, and reconfiguring the roadway between West Street and Shaver Street to allow room for an eight-foot-wide Class IV cycle track on the south side of Second Street.

In addition, the Rehabilitation project will be a joint effort with Marin Municipal Water District (MMWD) and San Rafael Sanitation District (SRSD) for pipeline replacement work. Combining these three projects into one will provide a cost savings for all parties by sharing construction management resources, improving coordination among different types of work, and by reducing construction impacts and the overall project timeline for residents and businesses.

On September 23, 2020, City staff hosted its first virtual community meeting of the design phase to discuss and receive feedback on project elements. To disseminate information on the community meeting, Public Works staff used various social media channels, the City website, homeowner's association contacts, fliers on cars, mailers, and changeable message signs located near the project. In addition to the approximately 65 participants in the community meeting, staff has received over 50 emails providing written feedback on the projects.

Prior to the community meeting, a letter was mailed to residents on Second Street between Hayes Street and West End advising them of one design alternative which would reduce on-street parking along Second Street, to ensure their input was received.

The community raised several issues for consideration including: access to the parking lot adjacent to Walgreens on Third Street at Lindaro Street, maintaining the left turn pocket from Third Street onto Lindaro Street, providing a complete bicycle facility from Shaver Street to West End, continuing to provide on-street parking along the south side of Second Street between Ida Street and West End, and maintaining the eastbound left turn pocket at East Street into the shopping center that includes the Jack-in-the-Box, Best Buy Outlet and the West End Center.

City staff has worked with residents and business owners to review the key issues presented at the September community meeting. Based on the feedback we received, staff has made a number of changes to accommodate the concerns identified. At the Lindaro Street intersection, the Safety Project will narrow vehicle lane widths on Third Street to maintain the existing left turn pocket from westbound Third Street onto southbound Lindaro Street, while still reducing the crossing distance for pedestrians. We still recommend that the parking lot entrance to Walgreens from Third Street be closed, so the Walgreens driveway on Lootens Street will be widened to provide better access in and out of this parking lot.

On the south side of Second Street between Shaver Street and West Street, Public Works and the Rehabilitation Project design team have created a concept design that achieves the goals of all the users along this section of road. The revised layout includes a sidewalk, Class IV bicycle facility and parking on the south side, while maintaining two travel lanes in each direction, sidewalk on the north side, and a left turn pocket into the shopping center at East Street. This is achieved by using all the available City right-of-way, narrowing vehicle lanes, and providing minimum widths for the bikeway and sidewalk.

The improvements to the Fourth Street-Miracle Mile-Marquard Avenue intersection that includes the final connection of the bikeway between West End and West Street falls outside the current budget available for these projects. The City is exploring possible funding sources to include these improvements with a concurrent project.

PUBLIC OUTREACH: Public Works and the consultant teams have held several meetings and outreach events over the last three years to receive feedback from community members and key stakeholders for the Third Street projects. Meetings held include:

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- July 2017: Technical Working Group Meeting
- October 2017: Community Working Group Meeting
- November 2017: Community Meeting #1 - Feasibility Study
- February 2018: Community and Technical Working Group Meeting
- March 2018: Community Meeting #2 - Feasibility Study
- June 3, 2019: Feasibility Study Report Presentation at City Council
- July 15, 2020: Technical Working Group Meeting
- August 5, 2020: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- August 23, 2020: Community Working Group Meeting
- September 23, 2020: Community Meeting #3
- October 8, 2020: Economic Development Subcommittee Meeting
- October 21, 2020: Association of Neighborhoods Meeting

In addition to these meetings, Public Works has maintained an updated project website and met with residents and business owners virtually and onsite to discuss key issues.

FISCAL IMPACT: As an informational report, there is no fiscal impact associated with this action. When a construction contract is ready for award in Spring 2021, staff will return with this item before the City Council for action.

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

1. Accept the informational report as presented.
2. Do not accept the informational report.
3. Direct staff to return with more information.

RECOMMENDATION: Accept the report.

ATTACHMENT: