



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, APRIL 19, 2021

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.

CLOSED SESSION AT 5:00 P.M.

Watch on Webinar: <https://tinyurl.com/cs-2021-04-19>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 817-829-3389#

OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:
 - a. Conference with Labor Negotiators - Government Code Section 54957.6
Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, and Sylvia Gonzalez-Shelton
Employee Organization: SEIU - Childcare; San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.

Watch on Webinar: <https://tinyurl.com/CC-2021-04-19>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 899-2635-9885#

OPEN TIME FOR PUBLIC EXPRESSION

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.

CITY MANAGER'S REPORT:

3. City Manager's Report:

COUNCILMEMBER REPORTS:

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

4. Councilmember Reports:

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.

5. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, April 5, 2021 (CC)

Recommended Action – Approve minutes as submitted

b. **Measure E Transactions and Use Tax Oversight Committee Appointments**

Approve Appointments of John Erdmann, Camille Harris and Braydan Young to the Measure E Transactions and Use Tax Oversight Committee to the End of November 2024 Due to the Expiration of Terms of John Erdmann, Gladys Gilliland and Cyr Miller (CC)

Recommended Action – Approve Appointments

c. **Housing Element Update**

Resolution Authorizing the City Manager to Execute Professional Services Agreements with: 1) Barry J. Miller FAICP, in a Not-To-Exceed Amount of \$124,745; and 2) Baird + Driskell Community Planning, in a Not-To-Exceed Amount of \$50,000, to Prepare the Housing Element Update (2023-2031) (CD)

Recommended Action – Adopt Resolution

- d. **Fire Department Dispatch Services**
Resolution Authorizing the City Manager to Enter into a First Amendment to the Existing Agreement for Professional Services with the County of Marin for Fire Department Dispatch Services (FD)
Recommended Action – Adopt Resolution

- e. **City Quarterly Investment Report**
Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending March 31, 2021 (Fin)
Recommended Action – Accept report

- f. **Pickleweed Advisory Committee**
Resolution Adopting New Bylaws of the Pickleweed Advisory Committee (LR)
Recommended Action – Adopt Resolution

- g. **Francisco Boulevard West - Rice Drive to Second Street Project**
Accept Completion of the Francisco Boulevard West – Rice Drive to Second Street Project (City Project No. 11364), and Authorize the City Clerk to File the Notice of Completion (PW)
Recommended Action – Accept Notice of Completion

- i. **Fire Station 54 Design Revisions**
Resolution Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with Loving Campos Associates, Architects, Inc. for Additional Services Related to the Redesign of Phase 2 Essential Facilities Projects (Fire Station 54 and 55) and to Extend the Term of the Contract by an Additional Eighteen Months (PW)
Recommended Action – Adopt Resolution

SPECIAL PRESENTATIONS

- 6. Special Presentations:
 - a. Presentation on Marin Wildfire Prevention Authority (MWPA) by MWPA Executive Director Mark Brown

OTHER AGENDA ITEMS

- 7. Other Agenda Items:
 - a. **Transit Center Update**
Informational Update from Golden Gate Bridge, Highway and Transportation District Regarding the New Downtown San Rafael Transit Center (PW)
Recommended Action – Accept report

 - b. **Economic Recovery**
Informational Report on Business Recovery in San Rafael (ED)
Recommended Action – Accept report

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar:

a. **Successor Agency Quarterly Investment Report**

Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending March 31, 2021 (Fin)

Recommended Action – Accept report

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, APRIL 5, 2021

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Present: Mayor Kate
Vice Mayor Bushey
Councilmember Hill
Councilmember Kertz
Councilmember Llorens Gulati

Absent: None

Also Present: City Manager Jim Schutz
Assistant City Attorney Lisa Goldfien
City Clerk Lindsay Lara

CLOSED SESSION AT 5:45 P.M.

Watch on Webinar: <https://tinyurl.com/cs-2021-04-05>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128,

ID: 896-0763-7493

OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:

- a. Conference with Labor Negotiators - Government Code Section 54957.6
Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)

Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, David Spiller, Darin White, and Sylvia Gonzalez-Shelton
Employee Organization: SEIU - Childcare; San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.

Watch on Webinar: <https://tinyurl.com/cc-2021-04-05>

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Listen by phone: (669) 900-9128

ID: 817-3692-0337

Mayor Kate called the meeting to order at 7:03 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

Assistant City Attorney Lisa Goldfien announced that no reportable action was taken in the Closed Session held prior to the meeting.

Mayor Kate provided opening remarks, which included the City's new Digital Service & Open Government Director, COVID-19 milestones and the recent acts of violence against Asian and Pacific Islander Americans and women.

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

OPEN TIME FOR PUBLIC EXPRESSION

Mayor Kate invited public comment; however, there was none.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz announced:

- COVID-19 update
- President Biden's Infrastructure Plan update
- Library's 21-Day Race and Equity Challenge, Book to Action program
- Goals workshop coming up on April 30 regarding the City's response to hate and violence
- Transit Center update at next City Council meeting

COUNCILMEMBER REPORTS:

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

4. Councilmember Reports:

- Councilmember Bushey reported on San Rafael Sanitation District Board and library committee meetings.
- Councilmember Hill reported on Central Marin Sanitation Agency and Park and Recreation Commission meetings.
- Councilmember Kertz reported on Age-Friendly Initiative, Marin Wildfire Prevention Authority, Marin County Council of Mayors & Councilmembers (MCCMC) Legislative and MCCMC Homeless meetings.
- Councilmember Llorens Gulati reported on Marin Clean Energy, MCCMC Economic Recovery and Town hall meetings.
- Mayor Kate reported on MCCMC, Canal Policy Working Group, Transportation Authority of Marin, SMART and Marin County Health and Human Service meetings.

CONSENT CALENDAR:

Mayor Kate invited public comment; however, there was none.

Councilmember Kertz moved and Councilmember Hill seconded to approve the Consent Calendar.

5. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, March 15, 2021 (CC)

Approved minutes as submitted

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
 NOES: Councilmembers: None
 ABSENT: Councilmembers: None

SPECIAL PRESENTATION

6. Special Presentation:

a. National Library Week Proclamation Presentation

Mayor Kate presented a Proclamation to Susan Andrade-Wax, Library & Recreation Director.

Susan Andrade-Wax, Library & Recreation Director, Henry Bankhead, Assistant Library & Recreation Director/City Librarian and Jaimi Cortes, Board of Library Trustees Chair provided comments.

PUBLIC HEARINGS

7. Public Hearings:

a. **Annual Progress Report (APR) on Housing**

Annual Progress Report (APR) on: Housing Units Submitted, Approved and Built in 2020; and Update on Progress of Implementing Programs in the Housing Element

Alicia Giudice, Planning Manager introduced Renee Nickenig, Assistant Planner who presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Bob Pendoley, Marin Environmental Housing Collaborative, Bill Carney, Sustainable San Rafael, John Reynolds, Grace Geraghty, Responsible Growth Marin

Staff responded to public comment.

Staff responded to further questions from Councilmembers.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Bushey seconded to accept the report.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Accepted report

OTHER AGENDA ITEMS

8. Other Agenda Items:

a. **[General Plan 2040 / Downtown Precise Plan](#) **General Plan 2040 Progress Report #6 (CD)****

Paul Jensen, Community Development Director, Barry Miller, Project Manager and Bob Grandy, Fehr & Peers presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Bill Carney, Sustainable San Rafael, Shirley Fischer, Responsible Growth Marin, Kate Powers, Marin Conservation League, Pam Reaves, Responsible Growth Marin

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Kertz seconded to accept the report.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Accepted report

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None

ADJOURNMENT:

Mayor Kate adjourned the meeting in memory of Jimmy Geraghty at 9:48 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

KATE COLIN, Mayor

DRAFT



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: MEASURE E TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE APPOINTMENTS

SUBJECT: APPROVE APPOINTMENTS OF JOHN ERDMANN, CAMILLE HARRIS AND BRAYDAN YOUNG TO THE MEASURE E TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE TO THE END OF NOVEMBER 2024 DUE TO THE EXPIRATION OF TERMS OF JOHN ERDMANN, GLADYS GILLILAND AND CYR MILLER

RECOMMENDED ACTION:

Approve appointment to the Measure E Transaction and Use Tax Oversight Committee.

BACKGROUND:

On November 5, 2020, the San Rafael City Clerk's Office called for applications to fill three four-year terms to the end of November 2024 due to the expiration of terms of Cyr Miller, John Erdmann and Gladys Gilliland. The deadline for applications was set for November 26, 2020. However, due to a lack of applications received, the City Clerk's office left the deadline for submitting applications 'Open until filled'. As of March 26, 2021, the City Clerk's office had received three applications, and closed the application period.

The Measure 'E' TUT Oversight Committee ensures that all revenues received from the voter-approved local Transactions and Use Tax (Measure 'E') are spent only on permissible uses, as outlined in Ordinance No. 1913. The Committee does not have any budgetary decision authority, does not allocate financial resources, and does not make budget or service recommendations to the City Council. The Committee meets once each fiscal year.

ANALYSIS:

On April 12, 2021, the Mayor, City Council Liaison and Measure E Transactions and Use Tax Oversight Committee Staff Liaison conducted interviews of the applicants and recommended the appointments of John Erdmann, Camille Harris and Braydan Young be approved by the City Council.

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

RECOMMENDATION:

Approve appointments to the Measure E Transactions and Tax Oversight Committee.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ATTACHMENT:

1. Applications

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 27, 2021 9:50:53 PM
Last Modified: Wednesday, January 27, 2021 9:53:08 PM
Time Spent: 00:02:15
IP Address: 73.92.87.62

Page 1

Q1

Contact Information

First and Last Name	Braydan young
Address	[REDACTED]
City/Town	San Rafael
State/Province	CA
ZIP/Postal Code	94901
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q2

What Board would you like to apply to?

Measure E Transaction and Use Tax Oversight Committee
,
Pickleweed Advisory Committee

Page 3

Q6

How long have you lived in San Rafael?

3 years

Q7

Business Information

Company	Sendoso
Address	[REDACTED]
City/Town	San Rafael
ZIP/Postal Code	94901

Q8

City Council Agenda

How did you hear about this vacant position?

Q9

Do you participate in any civic activities? If so, what are they?

I run a company and a looking to get involved.

Q10

List any civic organizations of which you are a member:

Na

Q11

Education:

Chico state class of 09. Business dev and marketing with honors.

Q12

Why are you interested in serving on a board or commission?

Would love to begin to give back to this town I love.

Q13

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

None

Q14

Respondent skipped this question

Upload your resume.

Page 4: Demographics

Q15

Ethnicity

[REDACTED]

Q16

To which gender do you most identify?

[REDACTED]

Q17



How old are you?

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, February 04, 2021 2:17:16 PM
Last Modified: Friday, February 05, 2021 7:12:27 AM
Time Spent: 16:55:10
IP Address: 205.169.52.117

Page 1

Q1

Contact Information

First and Last Name	CAMILLE HARRIS
Address	[REDACTED]
City/Town	SAN RAFAEL
State/Province	CA
ZIP/Postal Code	94901
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q2

What Board would you like to apply to?

Measure E Transaction and Use Tax Oversight Committee
,
Planning Commission

Page 3

Q6

How long have you lived in San Rafael?

OFF AND ON FOR 9 YEARS

Q7

Business Information

Respondent skipped this question

Q8

How did you hear about this vacant position?

Other (please specify):
Lindsay Lara

Q9

Do you participate in any civic activities? If so, what are they?

Yes - I'm an ambassador for my MBA program

Q10

List any civic organizations of which you are a member:

n/a

Q11

Education:

B.S. from University of Maryland, College Park
In progress MBA from University of California, Davis

Q12

Why are you interested in serving on a board or commission?

I would love to be more active in the community I love so much.

Q13

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

None that I can think of

Q14

Upload your resume.

Camille Harris _ 2021 _ Resume.pdf (164.9KB)

Page 4: Demographics

Q15

Ethnicity

[REDACTED]

Q16

To which gender do you most identify?

[REDACTED]

Q17



How old are you?

PROFILE

Creative & Strategically-Minded Entrepreneur with over a decade of varied marketing, human resources, and operations experience. Seeking a Marketing position to fully utilize passion for marketing, employee engagement, and process improvement, and merge with a BS in Marketing and MBA curriculum focused on Analytics, Marketing, and Strategy.

Specialties: Marketing Project Management, Content Management, Marketing Campaigns, A/B Testing, Process Improvement, Strategic Planning, Change Management, HRIS, Cross-Functional Collaboration, Performance Management, Interpersonal Communication, Coaching, Training, Corporate Communications

Technologies: MS Office, Advanced Excel (Charts, Formulas, Pivot Tables, Macros, Graphs), Adobe Suite, Outreach IO

EDUCATION

Master of Business Administration, (STEM Designated), Emphases: Analytics, Marketing, and Strategy, Expected June 2022

University of California Davis, Graduate School of Management

- **Relevant Courses:** Marketing Management, Markets & The Firm, Digital Marketing, Marketing Strategy, Marketing Research, Customer Relationship Management, Power & Influence in Management, Data Analysis for Managers

Bachelor of Science, Marketing & International Business, 2007

University of Maryland, College Park

ENTREPRENEURSHIP, PEOPLE OPERATIONS, & MARKETING EXPERIENCE

Principal, Symbiotic Consulting LLC, Sacramento, CA, May 2020 – Present

- Provide holistic, strengths-based coaching to creative professionals and entrepreneurs.
- Build trusting relationships with clients in service of co-creating a safe and supportive coaching environment.
- Utilize ICF Core Competencies to partner with clients in a process that inspires them to maximize their personal and professional potential.

People Operations Specialist, Mattermost, Inc., San Francisco, CA, September 2017 – March 2020

- Grew fully remote team by over 300% including assisting with 3 confidential executive searches by collaborating with various department heads to assess headcount needs, source candidates, schedule/conduct interviews, and overhaul recruitment documentation with a marketing perspective.
- Marketed culture development, addressing staff inquiries related to company policies, resources, and culture fit.
- Supported Administrative team in planning and executing annual on-site, MatterCon, including assisting with preparation of immigration letters and collaborating with vendors.
- Spearheaded and managed a comprehensive remote on-boarding program (from Day 0 to 90), including management of Bamboo HR, team calendar, and other tools.
- Coordinated all staff off-boarding, consistently maintaining utmost confidentiality for all departing staff members.

CONTENT MARKETING & TECH PROJECT MANAGEMENT EXPERIENCE

Project Coordinator, Judicata, Inc., San Francisco, CA, February 2016 – July 2017

- Created and oversaw outbound Marketing Campaigns. Identified qualified leads, targeted marketing campaigns for various audiences, developed email subject/message copy, tested A/B content based on KPI's, & utilized the Outreach.io marketing platform resulting in the successful on-boarding of 1000s of new customers through email marketing.
- Led project oversight for legal technology company providing research and analytics tools. Reviewed case law to ensure the accuracy of software to read and analyze legal briefs, communicated with end-users to understand product preferences, and presented findings to Product Managers, Engineers, and Executives.
- Led office management procedures to support day to day operations, answered and directed incoming phone calls, oversaw outbound correspondence, maintained financial records, and reviewed P&L statements.

Content Moderator, HubPages, Inc., San Francisco, CA, April 2011 – December 2018

- Oversaw issues related to ad placement, content management, and site bugs. Provided technical support to site contributors and users and addressed user inquiries related to moderation decisions and content policies.
- Led review and approval of 1000s of user-generated articles for web publishing site, edited user-submitted questions, and author-generated answers. Reviewed content for compliance with ad-partner policies and worked with content creators to interpret and adhere to site rules and regulations.
- Partnered with remote team to maintain adherence to moderation standards. Contributed to development and implementation of policies. Trained new team members on updated procedures & assessed performance/decisions.

COMMUNITY SERVICE

Masks for Docs, People Operations Lead, Sacramento, CA

Be the Match, Volunteer, Oakland, CA

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, December 10, 2020 9:11:02 AM
Last Modified: Thursday, December 10, 2020 9:16:42 AM
Time Spent: 00:05:39
IP Address: 172.8.234.73

Page 1

Q1

Contact Information

First and Last Name	John Erdmann
Address	██████████
City/Town	San Rafael
State/Province	California
ZIP/Postal Code	94903
Email Address	██
Phone Number	██████████

Q2

What Board would you like to apply to? **Measure E Transaction and Use Tax Oversight Committee**

Page 3

Q6

How long have you lived in San Rafael?
Since 1971

Q7

Business Information
Company **Retired**

Q8

How did you hear about this vacant position? **Other (please specify):
Email**

Q9

Do you participate in any civic activities? If so, what are they?

ADA oversight committee

Q10

List any civic organizations of which you are a member:

I still belong

Q11

Education:

BS Chem Engrg - Univ of Wis 1959

Q12

Why are you interested in serving on a board or commission?

I have served previously

Q13

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

None

Q14

Respondent skipped this question

Upload your resume.

Page 4: Demographics

Q15

Ethnicity

[REDACTED]

Q16

To which gender do you most identify?

[REDACTED]

Q17

How old are you?

[REDACTED]



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: **COMMUNITY DEVELOPMENT**

Paul A. Jensen

Prepared by: **Paul A. Jensen**
Community Development Director

City Manager Approval: *JS*

TOPIC: HOUSING ELEMENT UPDATE

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH: 1) BARRY J. MILLER FAICP, IN A NOT-TO-EXCEED AMOUNT OF \$124,745; AND 2) BAIRD + DRISKELL COMMUNITY PLANNING, IN A NOT-TO-EXCEED AMOUNT OF \$50,000, TO PREPARE THE HOUSING ELEMENT UPDATE (2023-2031); CASE NO. P21-006

RECOMMENDATION:

Adopt resolution.

BACKGROUND:

Every city/county in California is required to prepare, adopt, and maintain a comprehensive General Plan, which serves as the guide for the physical development of a community. The General Plan is to cover a projected, long-term period of planning, which is typically a forecast of 15-20 years. Per State Public Resources Code Section 65302, the General Plan must contain seven (7) mandatory elements, including a Housing Element. The Housing Element is the sole, mandatory General Plan Element that is required to be: a) updated every eight (8) years; and b) reviewed and certified by a state agency (State of CA Department of Housing and Community Development – HCD). The next eight-year cycle for update of the Housing Element covers 2023-2031. In fall 2020, the draft General Plan 2040 was completed and released. Consequently, as the Housing Element update schedule is administered by HCD, the draft General Plan 2040 does not include any changes to the current, adopted Housing Element 2015-2023.

The eight-year, Housing Element update process is initiated by HCD’s distribution of the Regional Housing Needs Allocation (RHNA) to each region within California. The RHNA is the total number of new homes a region needs to build, and how those homes meet the region’s housing needs of people at all income levels. The allocation is provided to the regional planning agencies (e.g., Association of Bay Area Governments/Metropolitan Transportation Commission [ABAG/MTC]). It is the job of the regional agencies to equitably distribute shares of the RHNA to the cities/counties throughout the region.

The requirements for preparation of the next Housing Element will be more demanding than in the past for several reasons. First, as previously reported, early this year, ABAG/MTC published the draft RHNA sub-regional shares for the Bay Area cities/counties. San Rafael’s RHNA share will triple for the next Housing Element update (from the 1,007 housing units under the current Housing Element to 3,220 housing units for this next cycle). Second, there have been many changes in housing legislation over

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

the past three to four years, which create a higher level of accountability for the local jurisdictions. Third, with the addition of a new Equity, Diversity & Inclusion Element in the draft General Plan 2040, housing goals, policies and programs in the Housing Element Update will require greater attention to and priorities addressing these topics. Consequently, this next Housing Element update will be more complicated, involved, and challenging compared to past updates. Lastly, we must adopt this update by mid-2023 so that it can be submitted and certified by HCD by fall 2023.

ANALYSIS:

It is expected that the new Housing Analyst (currently vacant and recruiting) will play a key role in overseeing and participating in the preparation of this update. However, it is imperative to have a lead project manager that is: a) familiar with San Rafael and the City's housing challenges; and b) experienced in Housing Element preparation. So, staff is recommending that we retain Barry J. Miller FAICP, the City's General Plan 2040 Project Manager, to lead this effort and have the Housing Analyst participate and assist. With his recent work on the General Plan 2040 and Downtown Precise Plan, Barry Miller's knowledge of our community and housing challenges is fresh.

Scope of Needed Planning Consultant Services

Barry Miller has prepared a scope of work to prepare and manage the Housing Element Update (Attachment 2). The scope of work through Housing Element adoption is proposed at a not-to-exceed cost of \$124,745. A draft Professional Services Agreement is attached, which includes Barry's letter of proposal for services. Noted in Barry's proposal are tasks that will require the services of other skilled professionals, which include the following:

1. Real estate and housing finance and economics. This service is expected to be limited and tapped as needed. It is recommended that the firm of Baird + Driskell Community Planning be retained as one of their Principals, Paul Peninger is well skilled in real estate and housing finance. A draft Professional Services Agreement has been prepared and is attached (Attachment 3). The Agreement is structured to authorize on-call, as needed services through the completion of the Housing Element with a not-to-exceed budget of \$50,000.
2. Spanish language outreach initiative. The Housing Element Update provides an opportunity for the City to demonstrate its commitment to an equitable, diverse, and inclusive planning process. Outreach to our lower income immigrant community will be critical to address their concerns and needs such as fair housing, housing preservation, and new workforce and affordable housing. At this time, no scope or budget has been developed for this initiative. The scope and budget will be developed, and consultant will be hired following the completion of the Housing Element Update work program.
3. CEQA/Environmental review. The Housing Element Update will be subject to CEQA/Environmental review. The last two Housing Element Updates relied on and tiered off the General Plan 2020 EIR. While our General Plan 2040 EIR document will be used as a base for completing environmental review, the identification of new housing opportunity sites to meet our RHNA share may require more extensive and technical review. At this time, no scope or budget has been developed for this task. The scope and budget will be developed following the completion of the Housing Element Update work program.

Next Steps

City staff has jump-started the initial steps in the Housing Element Update. Once a Project Manager is on-board, a work program will be developed to address the critical steps and tasks for completing this project. Given the complexity and challenge of this effort, it will be recommended that a "Housing Element Working Group" of stakeholders be established (7-8 members) to provide input in and guide the process.

Staff will return to the City Council at a future date with recommendations on assembling and selecting members of this working group.

Barry Miller has written and managed numerous Housing Elements for local jurisdictions in the Bay Area and beyond. With his recent work on the General Plan 2040 and Downtown Precise Plan, his knowledge of our community and housing challenges is fresh. In addition, through this work on the General Plan 2040, he has gained the respect of our community. Similarly, retaining Baird + Driskell Community Planning is recommended as this firm provides a service skilled in real estate and housing finance, which will be valuable when identifying and assessing housing opportunity sites for this update. Further, this consulting firm assisted the City on past Housing Element updates, making the firm familiar with San Rafael goals and policies related to housing priorities.

FISCAL IMPACT:

The full budget for the Housing Element Update is expected to be between \$225,000-250,000 (inclusive of #2 and #3 above). The revenue sources for this expenditure are as follows:

1. State Local Early Action Program (LEAP) to cover \$200,000.
2. MTC/ABAG Regional Early Action Program (REAP) to cover \$43,000.

The two above state and regional sources will cover most of the completion of the Housing Element Update. Expenditures not covered by these programs will be covered by General Plan Special Fund #218, which currently has a balance of \$1.46 million.

OPTIONS:

1. Adopt resolution as proposed by staff;
2. Adopt resolution with modifications to the Professional Services Agreements; or
3. Reject the resolution and direct staff to return with additional information.

RECOMMENDED ACTION:

Adopt the Resolution approving Professional Services Agreements with Barry Miller and with Baird + Driskell Community Planning

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with Barry Miller, Planning Consultant
3. Professional Services Agreement with Baird + Driskell Community Planning

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS (2) FOR PROFESSIONAL SERVICES WITH BARRY J. MILLER FAICP, IN A NOT-TO-EXCEED AMOUNT OF \$124,745; AND BAIRD + DRISKELL COMMUNITY PLANNING, IN A NOT-TO-EXCEED AMOUNT OF \$50,000, TO PREPARE THE HOUSING ELEMENT UPDATE (2023-2031)

WHEREAS, the City of San Rafael is required by State law to adopt and maintain a legally adequate General Plan to address long-term planning and growth for the community. The General Plan is required to include State mandatory elements, including a Housing Element; and

WHEREAS, per State law, Housing Elements are updated in eight-year cycles. The State of California Department of Housing and Community Development (HCD) has initiated the next update cycle for 2023 through 2031. The City must prepare and adopt the next updated to the Housing Element by mid-2023; and

WHEREAS, per state law, the draft sub-regional share of the Regional Housing Needs Allocation (RHNA) has been released for the Bay Area cities/counties, so it is timely to initiate the City's update of the Housing Element for the 2023-2031 cycle; and

WHEREAS, the City seeks to hire a Project Manager to oversee the preparation of the Housing Element Update. As detailed in the staff report for this resolution, Barry J. Miller FAICP provides the skills and experience needed to fill this role; and

WHEREAS, the City seeks to hire a consultant skilled in real estate and housing finance to assist in certain technical tasks needed in the preparation of the Housing Element Update. As detailed in the staff report for this resolution, the firm of Baird + Driskell Community Planning provides the skills needed to fill this role; and

WHEREAS, sufficient funds have been appropriated through State and regional grants and the City's Special General Plan Fund 218 to support these contracts. The Special General Plan Fund 218 is funded by fees collected as a surcharge on all building permit fees and its purpose is to fund, among others on-going maintenance and updates of the Housing Element; 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 Agreements for Professional Services in the form included with the staff report for this resolution, subject to final approval as to form by the City Attorney, with:

- 1) Barry J. Miller FAICP, in a not-to-exceed amount of \$124,745; and
- 2) Baird + Driskell Community Planning, in a not-to-exceed amount of \$50,000.

I, LINDSAY LARA, Clerk of the City of San Rafael hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 19th of April 2021, by the following vote to wit:

ATTACHMENT 1

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, CITY CLERK

Exhibit #1: Professional Services Agreement with Barry J. Miller FAICP

Exhibit #2: Professional Services Agreement with Baird + Driskell Community Planning

ATTACHMENT #2

**PROFESSIONAL SERVICES AGREEMENT WITH
BARRY J. MILLER, FAICP**

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

This Agreement is made and entered into this _____ day of _____, 2021, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and Barry J. Miller, FAICP (hereinafter "CONSULTANT").

RECITALS

WHEREAS, by State law, the CITY is required to adopt, maintain, and implement a Housing Element, a required element of the citywide General Plan. The Housing Element is updated every eight (8) years and must address the CITY's share of the Regional Housing Needs Allocation (RHNA). The planning for the next Housing Element Update cycle (2023-2031) has commenced and the CITY has received a draft RHNA share of 3,220 housing units; and

WHEREAS, the CITY will assign the Community Development Department Housing Analyst to oversee and assist in the preparation and adoption of the Housing Element Update. However, given the complexity of this next Housing Element Update, it is necessary for the CITY to hire a planning consultant that is experienced in Housing Element authorship and management, as well as the State laws that are critical to completing this task. Further, it is imperative that the planning consultant selected to provide this service be familiar with CITY housing policies and the community at large; and

WHEREAS, Barry J. Miller, FAICP (CONSULTANT) offers the services and skills needed to assist the CITY in preparing and adopting the Housing Element Update 2023-2031. Further, with CONSULTANT'S recent work authoring and managing the General Plan 2040 and Downtown Precise Plan, it is logical and practical to hire CONSULTANT to provide this service to the CITY.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Community Development Director 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. During the preparation of the Housing Element Update 2023-2031, PROJECT MANAGER may choose to assign or delegate this supervisory role to the Housing Element Project Manager.

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

2. DUTIES OF CONSULTANT.

CONSULTANT, as Project Manager shall perform the duties and/or provide services needed to author and complete the Housing Update for adoption by the **CITY** as specified in the scope of services ("Scope of Work") presented in Exhibit A, attached herein.

3. DUTIES OF CITY.

CITY shall pay the hourly billing rate compensation as provided in Paragraph 4 of this Agreement. **CITY** shall provide a workspace for **CONSULTANT**, background information, oversight direction, network and computer access and other materials necessary for **CONSULTANT** to perform the required duties.

4. COMPENSATION.

For performance of the services pursuant to this Agreement, **CONSULTANT** shall bill for services on a time and material basis, as work is completed. **CONSULTANT's** billing rate shall be \$135.00 per hour, and any reimbursable expenses shall be billed at cost, with not administrative mark up. As presented in Exhibit A, attached herein, the Agreement authorizes a not-to-exceed budget of \$124,745.00.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two (2) years commencing on April 20, 2021 and ending on April 20, 2023. 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 one (1) year.

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) daytime period.

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

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

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

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, **CONSULTANT** 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 **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.~~

4.5. If it employs any person, **CONSULTANT** 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. **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

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

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

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

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

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds

available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT'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 **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees, and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** 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 **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), caused by **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding caused by **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are

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

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD-PARTY BENEFICIARIES.

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

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 City of San Rafael 1400 5 th Avenue, 3 rd floor San Rafael, CA 94901
TO CONSULTANT's Project Director:	Barry J. Miller, FAICP 817 Alvarado Road Berkeley, CA 94705

16. INDEPENDENT CONTRACTOR.

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

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 **CONSULTANT** and the **CITY**.

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

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

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

18. SET-OFF AGAINST DEBTS.

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

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.

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

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

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

[If CONSULTANT 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

Exhibit A: Proposal for Services on San Rafael Housing Element; letter to City of San Rafael from Barry J. Miller FAICP, March 16, 2021



March 16, 2021

Paul Jensen, Community Development Director
Alicia Giudice, Planning Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Re: Proposal for Services on San Rafael Housing Element

Dear Paul and Ali-

I am pleased to submit this proposal for services on the San Rafael 2023-2031 Housing Element. My familiarity with San Rafael, recent work on General Plan 2040 and the Downtown Precise Plan, and experience preparing Housing Elements for other Bay Area cities will ensure that the project is completed efficiently and cost-effectively. Attached to this letter is a Scope of Work that can be appended to a Professional Services Agreement. I would be happy to modify the scope and budget based on your feedback.

There are two ways to proceed with this project: (1) a continuation of my current work arrangement on the General Plan, in which I serve as an extension of staff and run the project from the City side; and (2) a more traditional consultant contract in which I serve as the prime consultant, retain (and pay) subcontractors to perform specific tasks, and report to a City-designated staff member who serves as your "project manager." My preference is to go with the first option, which has worked well for General Plan 2040. I would serve as the City's project manager *and* as the author of the Element, retaining my City email and phone line, and serving as the City's contract (in-house) project manager. This option presumes that any other contractors retained for the project are paid through separate Professional Services Agreements directly with the City rather than as my subcontractors.

If the City wishes to pursue the second option (or another approach), please let me know and I can revise the scope and budget. The cost would be higher, as this would involve different billing rates and administrative costs associated with billing, payment, and direct management of subcontractors. Under the second option, I would assemble the full team now, and submit a proposal to the City as Barry Miller Consulting covering all services associated with the project.

I have the capacity to perform most—but not all---of the work necessary to complete the Housing Element. Supplemental consulting assistance will be needed for CEQA review, Spanish language outreach and engagement, and housing finance/ real estate economics. The City may also wish to engage an urban design/ visual simulation firm to illustrate housing possibilities on various sites, which can help the public visualize what is being proposed. The attached Scope of Services indicates the specific

services that would be needed to cover these gaps and could provide the basis for solicitations from qualified consultants.

Please note that the work scope assumes a small 6-8 member "Working Group" that would be convened roughly six times over the course of the project. It does not include a large Steering Committee similar to the committee convened for General Plan 2040. Additional input from stakeholder groups would be solicited through interviews, focus group meetings, and direct outreach to community organizations. The scope also includes regular meetings with the Planning Commission and City Council, at least one community meeting, and a citywide electronic survey.

I am excited about the opportunity to continue my professional relationship with the City of San Rafael and can begin work on this project around May 1, once revisions to the General Plan 2040 have been completed. I am confident we can build on the momentum created by General Plan 2040 and the Downtown Precise Plan to produce a Housing Element that will be certified by the Department of Housing and Community Development and produces positive outcomes for San Rafael.

Please let me know if I can clarify or modify any part of the attached scope and budget.

Sincerely

A handwritten signature in cursive script that reads "Barry Miller".

Barry Miller, FAICP
Principal

EXHIBIT A: DRAFT SCOPE OF WORK: 2023 -2031 HOUSING ELEMENT

Barry Miller will update the San Rafael Housing Element to meet the City's 2023-2031 Regional Housing Needs Allocation (RHNA). The specific tasks required to complete the Housing Element are listed below. The scope of work is based on the current (February 2021) Draft RHNA allocation of 3,220 units, including 857 very low-income units, 492 low-income units, 521 moderate-income units, and 1,350 above moderate-income units.

This scope of work includes project management, liaison with HCD and stakeholders throughout the project, community engagement and Commission/ Council meetings, collecting and analyzing data, developing policies and programs, drafting the Housing Element, and facilitating Plan adoption. Services to be provided by other consultants are noted in the work scope in general terms and are in *italicized font*. Budgets for these "third party" services are not included, as they would be separately contracted.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Barry Miller will provide project management services, including regular meetings with staff, management of project timelines and budgets, correspondence and email, and retention/ management of the other consultants who may participate in the process. This task also includes miscellaneous tasks related to "close-out" of General Plan 2040 that are beyond the amount budgeted in Barry's current contract.

TASK 2: HOUSING ELEMENT KICK-OFF

Barry Miller will provide the following services to start the Housing Element process:

- A. Kick-Off Meetings with City Staff.** Barry will organize and conduct a series of meetings with City staff to initiate the project, including a discussion of City housing programs, key issues (such as homelessness, ADUs, new inclusionary standards, status of efforts to develop affordable units, and progress on housing production).
- B. Development of a Housing Element Update Webpage.** The webpage will provide an overview of the project and timeline, FAQs on the Housing Element, relevant background documents and links, announcements of upcoming meetings, and opportunities for the public to provide feedback.
- C. Initial Outreach to HCD.** Barry and City staff will virtually meet with the HCD staff member assigned to the project to discuss expectations, new Housing Element requirements, schedule, and protocol for HCD's engagement in the process.
- D. Initial Presentations to Planning Commission and City Council.** Barry will provide a staff report and PowerPoint presentation for the Planning Commission and City Council introducing them to

the project, the RHNA, and new State laws impacting housing elements. This will also provide an opportunity for feedback on key issues to be addressed during the project.

- E. **Identification of Data Sources and Key Stakeholders.** Barry will work with City staff to collect local data, identify key stakeholders and interest groups to consult, and gather documents and plans related to Housing, including past Annual Progress Reports.
- F. **Set up Project Directories.** Barry will set up project mailing lists and file directories.

TASK 3: IMPLEMENT COMMUNITY ENGAGEMENT PROGRAM

Sub-Task 3.1: Basic Engagement Program

- A. **Maintain Project Website.** As noted in Task 2, a project website will be created. Barry will maintain the website for the duration of the project, posting relevant content and managing any feedback that is submitted by the public.
- B. **Housing Element Working Group.** Barry Miller will assist the City in assembling a Housing Element “Working Group” comprised of 7-8 members. The Working Group would include a diverse group of members, potentially including (a) a developer/builder, (b) realtor/broker, (c) neighborhood (Federation) representative, (d) housing advocate, (e) social service organization, and (f) Latino community advocate, and (g) a Planning Commissioner, among others. Once members have been identified, Barry will convene up to six (6) meetings of the Working Group over a period of 10-12 months. The initial meetings would focus on issues, data, housing needs, and opportunities. The later meetings would focus on policy and program development.

For budgeting purposes, the Working Group is presumed to be an ad hoc group that is more informally structured than the General Plan Steering Committee. It is presumed that this Group would not be formally appointed and subject to Brown Act requirements. It is further presumed the meetings will occur using Zoom and that meetings would end with completion of the HCD Review Draft and the beginning of the public review process.

- C. **Interviews with Individual Stakeholders.** Barry will meet with up to 12 individual housing stakeholders to identify and discuss housing issues, opportunities, constraints, and potential new policies and programs. These would likely be phone/ Zoom meetings. Some of these meetings could occur with small groups (3-5 persons) with similar interests, such as non-profit developers, neighborhood groups, environmental advocates, and social service providers.
- D. **Planning Commission Study Sessions.** Two meetings with the Planning Commission will be scheduled over the course of the project, *before* the HCD Review Draft is completed. This would provide an opportunity to brief the Commission on the project, consider points in the project. Each study session would include an opportunity for public comment and Commission discussion.

- E. **City Council Progress Reports.** In addition to the kickoff meeting identified in Task 2, there would be two progress reports to the City Council delivered over the course of the project—likely in Fall 2021 and Winter 2021-22. These would be similar to the progress reports that have been provided throughout the General Plan Update.
- F. **Community Survey.** Barry Miller will design and implement an electronic survey on housing issues in San Rafael. The survey would be administered using the SurveyMonkey web application and would be advertised and promoted by the City in collaboration with various neighborhood and community groups. The purpose of the survey would be to measure public opinion on the City’s housing needs and priorities, strategies for meeting those needs, ideas for housing sites, and potential funding sources for increasing the supply of affordable units. A Spanish-language option would be provided. Barry will evaluate survey findings and prepare a survey summary report.
- G. **Community Workshops.** At least two community workshops will be convened over the course of the project. Meetings would be recorded and could be streamed via YouTube for those unable to attend. The initial workshop would be held using a virtual (Zoom webinar) format and would include real-time electronic polling (and potentially break-out groups on different topics). The format for the second workshop would depend on public health protocols in effect at that time (likely early 2022—this could potentially be an in-person meeting).
- H. **Pop-Up Workshops.** At least two “pop-up” events will be planned, potentially at the Farmers Market or other City events that can engage passers-by in real-time conversations about housing issues.
- I. **Attendance at Neighborhood, Community, and Stakeholder Group Meetings.** As with General Plan 2040, Barry would be available to attend the regularly scheduled meetings of community groups, business groups, and advocacy groups to discuss the Housing Element. Barry has an established rapport with these groups through his work on the General Plan and is already familiar with their meeting formats. This could also include attendance at meetings of the Citizens Advisory Committee for Affordable Housing and Economic Development, in the event those meetings resume.
- J. **Other Outreach Measures.** As time and budget allow, Barry Miller will develop and implement other outreach measures. This could include a continuation of the City’s partnership with Youth-In-Arts to engage San Rafael students in the design of the built environment, and potential partnerships with San Rafael City Schools to engage high school students in housing discussions. It could also include webinars (similar to those done for the PDAs and Historic Preservation Survey), “pinnable” on-line maps that enable the public to suggest housing sites, and short videos or video interviews.

Sub-Task 3.2: Spanish Language Housing Outreach Initiative

This task is not included in Barry Miller’s scope, but it is recommended for inclusion in the overall work scope.

The Housing Element Update provides an opportunity for the City to demonstrate its commitment to an equitable, diverse, and inclusive planning process. State law requires the City to engage “all economic

segments of the community” in its Housing Element and to “affirmatively further fair housing.” The City’s new General Plan EDI Element strongly advocates for programs that engage non-English speaking residents. This requires more than simply providing translation services at meetings or translating materials into Spanish—it requires culturally competent strategies that may be best implemented in tandem with community organizations and advocates. As demonstrated by the General Plan 2040 process, a partnership with a local organization such as Canal Alliance can leverage community connections to generate more authentic and meaningful input.

Barry Miller will serve as the City’s point of contact for this process and as a subject matter expert, but additional expertise and funding will be needed to complete this task. Fluency in Spanish, familiarity with local issues, and credibility within the community are important. Elements of the Spanish-language outreach program could include interviews, surveys, focus groups, workshops, and similar methods to solicit input. Options for doing this work might include a City contract with the Canal Alliance, Communities in Collaboration, Baird + Driskell (whose staff includes bilingual employees), relying on bilingual City staff, or retaining a bilingual facilitator.

TASK 4: EVALUATION OF PREVIOUS (2015-2023) HOUSING ELEMENT

Pursuant to statutory requirements, Barry Miller will complete a review of the current (2015-2023) Housing Element. This will include a comparison of planned objectives with actual achievements, as well as documentation of housing production between 2015 and 2021 by income type using the Annual Progress Report as a source. The effectiveness of each policy and action program will be evaluated and barriers to implementation will be identified. Recommendations will be made to improve the existing Element and add new policies addressing recent legislation. A summary of new housing legislation will be included. The work product will be a Memorandum, suitable for conversion into a Chapter of the 2023-2031 Housing Element.

TASK 5: PREPARE HOUSING NEEDS ASSESSMENT

The Housing Needs Assessment will provide the reader with a basic understanding of the major demographic and housing characteristics in the city. Trends in population, age, ethnicity, income, household type and size, tenure, total numbers of units, and housing affordability will be documented. Overpayment and overcrowding will be analyzed. The report will also cover the characteristics of persons with special housing needs, including the elderly, disabled, homeless, farmworkers, extremely low income, and single parent households.

ABAG has already packaged much of this data for each city in the Bay Area. Their technical assistance package will be used as the starting point but will be supplemented by additional data from the Census, local business and real estate sources, and interviews. Where feasible, data will be mapped at the Census Tract or block group level to illustrate spatial patterns and areas of concentrated need. This task will also assess the City’s efforts to conserve any subsidized housing at risk of converting to market rate, and the level of risk associated with expiring subsidies during the planning period.

The work product will be a Memorandum, suitable for conversion into a Chapter of the 2023-2031 Housing Element.

TASK 6: HOUSING OPPORTUNITIES

Sub-Task 6.1: Prepare Inventory of Adequate Sites

Barry Miller will complete the state-mandated housing sites analysis. This will include projects that are entitled but not yet built, projects proposed but not yet entitled, and vacant and underutilized sites. The vacant and underutilized sites include those zoned exclusively for housing as well as those zoned for commercial and mixed uses or other activities where housing is allowed. Sites within the Downtown Precise Plan area will be separately tracked, and capacity estimates will be made using the Form Based Code and market data on typical unit size.

The starting point for this analysis will be the 2015-2023 Housing Sites Inventory. Because very few changes were made to the Land Use Map when General Plan 2040 was prepared, most of this information is still accurate. However, the 2015 sites inventory identified capacity for 2,415 units, which is 805 units below the 2023-2031 RHNA. Moreover, the City must plan for a capacity “buffer” so that it does not experience a net loss of housing capacity for low and very low income households during the planning period. Practically speaking, the City will likely need to identify capacity for approximately 4,000 units. This is within the 4,400 unit “cap” modeled by the General Plan EIR but rezoning or changes in allowable heights and densities may still be required. Some of the sites identified in the 2015 Element may not be eligible to be carried forward based on new State requirements for opportunity sites.

Each of the sites listed in the existing inventory will be field-checked to determine its current status, and if it meets HCD’s current criteria for site adequacy. Key changes to the requirements since 2015 are as follows:

- For non-vacant sites, any existing leases or contracts for current uses must be disclosed, and the City’s experience with using previously developed sites for housing must be documented. Under new laws, the City may also need such evidence as letters of interest from property owners when adding sites.
- Sites smaller than 0.5 acres (21,780 SF) are not considered suitable for lower income housing unless the City can demonstrate a track record of building affordable units on sites that size. A number of potential Downtown housing sites are impacted by this threshold.
- Sites listed in the last element (or the last two elements for vacant sites) cannot be recounted unless they are zoned for by-right development for a project in which at least 20% of the units are affordable.
- More detail on site constraints will be required.

The product of this task will be an Excel data base that lists all sites, along with a summary report suitable for inclusion as a Chapter of the Housing Element. Documented attributes of each site will include street address, Assessor Parcel Number, General Plan and Zoning designations, existing use, maximum (and realistic) potential units per acre, total number of potential units, availability of utilities,

existing site commitments, owner interest in development, and any issues or constraints associated with reuse. The data base will factor in potential future production of accessory dwelling units (ADUs), based on building permit data and trends over the last five years. ADU potential will also be estimated by income category based on data on prevailing rents.

As in the previous Housing Element, data on housing sites will be organized by site type. Major categories would include projects under construction or entitled, proposed projects, residential projects on vacant land, residential projects on underutilized land, mixed use projects on vacant land, mixed use projects on underutilized land, and ADUs/ Junior ADUs. An additional category may be created for projects that would require rezoning, including sites with light industrial/ office zoning that could support live-work development (e.g., through rezoning to Commercial districts or a zoning district comparable to Lindero Mixed Use).

An estimate of residential potential by income category will be developed. As needed, the City will consult with HCD to verify that all sites in the inventory may be counted, and that sites identified as appropriate for low and/or very low income housing are acceptable.

Sub-Task 6.2: Opportunities for Office/Retail Conversion to Housing (Optional Task)

This task is not included in Barry Miller's scope although he will facilitate the work if the City includes it in the project.

The COVID-19 pandemic has led to higher retail and office vacancy rates in San Rafael, as well as greater interest in converting vacant and/or underutilized commercial space to housing. Changes to the retail market started before the pandemic and have accelerated with the shift to on-line shopping. Some neighborhood shopping centers and big box stores may have a hard time attracting or retaining tenants in the future. The long-term impacts of the pandemic on the office market are unknown, but a continued trend toward telework is expected. Some office buildings may no longer be profitable for their owners, leading to proposals for residential conversions. The City has already received a proposal to convert an empty office building to "micro units" on Mitchell Boulevard, and will likely receive similar proposals in the future. Some of these proposals will be in zoning districts where housing is allowed, and some will be in Light Industrial/ Office or General Industrial districts where housing is not permitted.

The intent of this task is to engage the City's contract housing economist (Baird + Driskell) and an urban designer (ideally a sole practitioner or small firm) in a series of pro forma/ design exercises to test the feasibility of various residential types and densities on retail and office sites. This could include both conversions, and demolition and replacement scenarios. Housing types such as live-work and co-housing could also be explored in these scenarios.

Community input would be an important part of this task as it could eventually lead to zoning revisions, new design and development standards, and new housing opportunities on sites not previously envisioned for housing. Input could be solicited through a workshop or open house, and through on-line forums and exercises. Input from the Planning Commission, DRB, and City Council would also be solicited.

TASK 7: EVALUATE CONSTRAINTS TO HOUSING DEVELOPMENT AND ENERGY PROGRAMS

Barry Miller will complete the state-mandated constraints analysis. Attributes of zoning, such as minimum lot size standards, maximum densities, lot coverage requirements, parking standards, and use permit requirements, will be addressed, just as they were in the 2015-23 Element. Consistent with State law, the analysis will also address constraints to particular housing types, including accessory dwelling units, emergency shelters, SROs, and transitional housing. This task will also look at the building and permitting process in San Rafael, including factors such as processing times, locally unique building code standards, fees (compared to other cities), and site improvement requirements. Design review and subdivision standards also will be reviewed.

Non-governmental constraints will be assessed as part of this task. These include traffic congestion, the availability of infrastructure, school capacity, and environmental constraints. As required by new Housing Element laws, this section also will examine constraints associated with NIMBYism and labor shortages.

Barry Miller will also provide the State-required evaluation of energy conservation and efficiency, including green building standards and Title 24 requirements, opportunities for renewable energy and conservation assistance, weatherization programs, and reduced energy rates for lower income households.

TASK 8: ECONOMIC AND FINANCIAL RESOURCES, CONSTRAINTS/ AFFIRMATIVELY FURTHERING FAIR HOUSING

This task is not included in Barry Miller's budget, but it is recommended for inclusion in the overall work scope. It is presumed this work will be done by Baird + Driskell, in their capacity as the City's on-call housing consultant. Barry Miller will coordinate the work and provide quality control and assurance for all work products. Ultimately, Barry will integrate the contents into the City's Housing Element.

The Constraints Analysis includes an evaluation of financial and economic constraints to development. This includes land and construction costs, and issues surrounding financing and mortgage lending practices. The economic/financial consultant would provide this analysis.

The same consultant would also provide an analysis of financial and administrative resources, including State and federal housing programs, tax credits, non-profit development, and various City and County programs. The consultant also would provide the state-mandated analysis of fair housing in San Rafael, utilizing data from the 2020 Marin County Impediments to Fair Housing Report and other local data.

The findings of Task 8 will be summarized in a working paper. Components of the working paper will be incorporated into the appropriate chapters of the Housing Element when the document is assembled.

TASK 9: PREPARE GOALS, POLICIES, QUANTIFIED OBJECTIVES, AND ACTION PROGRAM

Barry Miller will prepare the goals, objectives, and policies for the revised Housing Element. The quantified objectives in 2015-2023 Element (for housing production, rehabilitation, and conservation by income group) will be updated. Existing goals will be updated as needed. The policies will be updated to address newly identified needs, issues, constraints, and state laws, as well as housing issues raised during the General Plan Update. The housing programs will be updated, and new programs will be added based on the findings of Tasks 2-8. A responsible party, timeframe, and funding source will be identified for each program.

TASK 10: PRODUCE HCD REVIEW DRAFT HOUSING ELEMENT

The Housing Element requires two rounds of public review. Round One involves an “HCD Review Draft” and Round Two involves a “Public Review Draft” that has been revised in response to HCD’s initial comments. Both rounds require public hearings before the Planning Commission and City Council, including opportunities for public comment.

The “HCD Review Draft” will be compiled by June 2022. This document will include an Introduction; an Evaluation of the past Housing Element; a Needs Assessment; a Sites Inventory; a Constraints Analysis; a Housing Resources Summary; Goals, Policies, and Programs; and a Summary of Public Participation. The Draft will first be circulated for internal review and comment by staff. Revisions will be made as needed. The revised Draft will be considered by the Planning Commission and City Council during Summer 2022, with edits made as needed in response to their comments. The Council will not be asked to adopt the document at this point, but merely to approve its submittal to the State for review.

TASK 11: LIAISON WITH HCD, RESPONSES TO COMMENTS, AND ADOPTION DRAFT

The HCD Review Draft will be submitted to the State. Following receipt of HCD comments, Barry Miller will meet with State reviewers to discuss their feedback. He will then prepare a redlined version of the Draft with appropriate edits, and a summary memo annotating all revisions. As feasible, drafts of revised language will be circulated to HCD for “informal” review prior to completion of this memo. The task concludes when staff has reasonable assurance that the proposed revisions will result in an HCD compliance determination. At that point, Barry Miller will incorporate final edits and produce a clean copy of the Public Review Draft Housing Element.

TASK 12: ADOPTION AND FINAL PLAN PRODUCTION

Barry Miller will participate in public hearings to adopt the Housing Element in November/December 2022. The budget assumes two hearings (one Planning Commission and one City Council). Barry Miller will prepare staff reports and presentations, respond to public comments (and Commission/ Council comments), and prepare addenda and redlined documents as needed to show changes between the HCD Draft and the final version ready for adoption. Following adoption of the Housing Element, Barry Miller will prepare the final version.

The document will be submitted to HCD no later than January 31, 2023. Barry will provide liaison to HCD in their review of the Element and the certification process.

TASK 13: CONCURRENT REZONING AND/OR GENERAL PLAN AMENDMENTS

Barry Miller will prepare any General Plan Land Use Map and text amendments needed to reflect the sites inventory/ HCD comments and incorporate any other changes necessary to maintain an internally consistent General Plan. Although this work is numbered as Task “13,” it would actually occur concurrently with Tasks 9-12. In other words, General Plan and zoning changes would be adopted concurrently with the Housing Element.

Zoning map and text amendments are included in this task. These could include rezoning of individual sites (or groups of sites) from one zone to another, as well as changes to development standards for existing zones. The zoning amendments would only cover those necessary to increase housing capacity related to the RHNA requirements; additional changes identified in Housing Element Action Programs would occur after the Plan is adopted.

The extent of map amendments is unknown at this time. A budget of 100 hours has been earmarked for this purpose, but the budget appears as a “contingency” item because it may be possible to meet the RHNA without map amendments. Approval of the Community Development Director would be required prior to accessing this budget.

TASK 14: CEQA COMPLIANCE

This task includes an allocation of 24 hours for Barry Miller. A separate contract with an environmental consultant would be required to prepare CEQA compliance documents. Barry’s budget for this task covers project management, assistance in drafting the Project Description, reviewing and editing CEQA documents, developing staff reports and memos, and coordinating the public review process. Barry will also provide technical support and assistance to the CEQA Contractor.

The scope of work for a CEQA contractor would be determined later in the process, when the City has a better sense of the level of review required. The Housing Element would likely require an Initial Study-Negative Declaration (if there are no map changes), or a Supplemental EIR or EIR Addendum (if there are map changes). A full EIR should not be required.

TASK 15: ON-GOING ASSISTANCE WITH LONG-RANGE PLANNING WORK

The contingency budget includes an allowance of 80 hours for on-call assistance on long-range planning work unrelated to the Housing Element. This could include various tasks related to implementation of the General Plan and Downtown Precise Plan, zoning revisions, preparation of ordinances or staff reports, preparing correspondence, researching best practices on particular issues, attending meetings on the City’s behalf, and similar tasks. Use of this budget would require Community Development Director authorization and approval.

SCHEDULE AND BUDGET

The project schedule and budget is presented below:

Task	Timing	Hours
1 Project Management and Administration	May 2021 – Jan 2023	40
2 Project Kickoff	May - Jun 2021	40
3 (3.1) Community Engagement Program	June 2021 - Dec 2022	125
(3.2) Spanish Language Outreach	June 2021 – Dec 2022	8 (*)
4 Evaluation of Previous Element	July - Aug 2021	32
5 Housing Needs Assessment	Aug - Oct 2021	60
6 (6.1) Prepare Inventory of Adequate Sites	Sept - Nov 2021	80
(6.2) CONTINGENCY: Office/Retail Conversion Scenarios	Sept - Dec 2021	20 (*)
7 Evaluate Constraints to Housing Development	Nov – Dec 2021	50
8 Economic/Financial/ Fair Housing	Sept 2021 - Mar 2022	8 (*)
9 Prepare Goals, Policies, and Quantified Objectives	Feb-Mar 2022	60
10 Prepare HCD Review Draft	April - May 2022	40
11 Liaison with HCD/ Revisions/ Public Review Draft	May – Oct 2022	60
12 Adoption and Final Plan Production	Oct - Dec 2022	60
13 CONTINGENCY: Zoning and General Plan Amendments	Nov 2021 – Dec 2022	100
14 CEQA Compliance	Jan – Dec 2022	24 (*)
15 CONTINGENCY: On-Call Long Range Planning	Jun 2021 – Jan 2023	80
SUMMARY		
Core Housing Element Services	May 2021 - Jan 2023	687
Contingency Housing Element Services	May 2021 – Jan 2023	200
TOTAL		887

() Additional work to be provided by third party consultant*

The hourly rate for this project is \$135. Thus, the total estimated labor cost is \$92,745 for the non-contingency tasks and \$27,000 for the contingency tasks, for a total of \$119,745. An additional \$5,000 is recommended for contract graphics/GIS/map services and other material costs, for a total of \$124,745. This cost excludes the Spanish language outreach program, the housing finance/ fair housing analysis, the optional urban design/ visual simulation consultant, and the CEQA consultant. Barry Miller would assist the City in retaining these consultants as part of Task 1.

Work will be billed monthly on a time and materials basis, not to exceed \$124,745 over the 21-month period from May 1, 2021 to January 31, 2023. A Professional Services Agreement could cover the entire 21-month period or could be structured to allot \$80,000 for the first 12 months, with a renewal on May 1, 2022 allotting \$44,745 for the last nine months.

ATTACHMENT #3

**PROFESSIONAL SERVICES AGREEMENT WITH
BAIRD + DRISKELL COMMUNITY PLANNING**

AGREEMENT FOR HOUSING POLICY, HOUSING FINANCE & ECONOMIC CONSULTING SERVICES

This Agreement is made and entered into this 1st day of April , 2021, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and BAIRD + DRISKELL COMMUNITY PLANNING (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS one of the **CITY**'s top priorities is to remove barriers to the approval and construction of needed housing, and to accommodate the **CITY**'s regional housing needs. To address this priority, the **CITY** has pursued and has implemented changes in a number of housing policies and practices. As part of this effort the **CITY** has carefully analyzed financing tools to support strong policy and promote housing construction; and

WHEREAS, at present, the **CITY** does not employ staff that have extensive skills in housing policy and housing finance. These specialized skills are generally met and accommodated, on an as needed basis, through individual contractual service agreements; and

WHEREAS, with the increased focus on all facets of housing from the protection of existing housing stock to forward planning for future housing, there is a heightened need for on-call housing policy, housing finance, and economic consulting services. These services will be particularly critical as the **CITY** proceeds with preparing for the next Housing Element update. **CONSULTANT** services will support **CITY** staff on finance and economic elements critical to the Housing Element update and the implementation of housing policies and regulations; and

WHEREAS the firm of Baird + Driskell Community Planning (**CONSULTANT**) offers the services and skills needed to assist the **CITY** on technical and complex housing policy and financing. Further, **CONSULTANT** has a long and extensive history of providing housing policy services to the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Community Development Director 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. During the preparation of the Housing Element update, PROJECT MANAGER may choose to assign or delegate this supervisory role to the Housing Element Project Manager.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Paul Peninger is hereby designated as the PROJECT DIRECTOR

for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

CONSULTANT shall perform the duties and/or provide services on an as needed, on-call basis that include the preparation of reports, technical analyses, and economic data specific to housing finance and economics to support recommended housing policies. Sample services are provided in Exhibit A, attached herein. The specific scope and purpose of the service will be defined when **CONSULTANT** is called upon to complete the needed service. Prior to assignment of the service by the **CITY**, **CONSULTANT** will be required to prepare a written proposal that outlines the requested service, the budget, and time frame for completing the service. Individual written proposals for service submitted by **CONSULTANT** can be authorized by letter agreement signed by both **CITY** and **CONSULTANT**.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4.

4. COMPENSATION.

For performance of the future services requested and commissioned by the **CITY**, **CITY** shall pay **CONSULTANT** the budget amount scoped for the service and authorized by letter agreement required in Paragraph 2, above. The budget amount for as needed, on call services shall be based on the hourly rate schedule provided in Exhibit A, attached herein. The maximum budget allocated for on call services is \$50,000.00.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two (2) years commencing on April 15, 2021 and ending on April 15, 2023. 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 one (1) year.

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

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

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, CONSULTANT 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 **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** 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. **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

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

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

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

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

CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

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

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT'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 **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** 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 **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

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

event the **City Indemnites** are made a party to any action, lawsuit, or other adversarial proceeding caused by **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnites** or at **CITY'S** option reimburse the **City Indemnites** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD-PARTY BENEFICIARIES.

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

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
City of San Rafael
1400 5th Avenue, 3rd floor
San Rafael, CA 94901

TO CONSULTANT's Project Director:

Paul Peninger
Baird + Driskell Community Planning
2635 Benvenue Avenue
Berkeley, CA 94704

16. INDEPENDENT CONTRACTOR.

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

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 **CONSULTANT** and the **CITY**.

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

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

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

18. SET-OFF AGAINST DEBTS.

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

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.

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

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

CONSULTANT

By: 

JIM SCHUTZ, City Manager

Name: Joshua Abrams

Title: Principal
Baird+Driskell Community Planning

ATTEST:

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

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

Exhibit A: List of Housing Finance & Economic Services and Hourly Rate Schedule

EXHIBIT A

BAIRD + DRISKELL COMMUNITY PLANNING List of Sample Services & Hourly Rate Schedule

Housing Finance & Economic Services

- Technical support for Housing Element Update
- Real estate development financial feasibility analyses
- Affordable housing financial and economic studies
- Proforma preparation and analysis
- Private and public land assessments for housing opportunity
- Fiscal impact and market analyses
- Assessment of housing policies for economic impacts
- Equity and inclusion studies relative to housing economics and finance
- Economic development strategies

Hourly Rate Schedule


- Principal \$185.00 / hour
- Senior Associate \$160.00 / hour
- Associate \$145.00 / hour



Agenda Item No: 5.d
Meeting Date: April 19, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

Prepared by: Darin White, Fire Chief **City Manager Approval:** _____ 

TOPIC: FIRE DEPARTMENT DISPATCH SERVICES

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO
THE EXISTING AGREEMENT FOR PROFESSIONAL SERVICES WITH THE COUNTY
OF MARIN FOR FIRE DEPARTMENT DISPATCH SERVICES**

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute the First Amendment to the agreement for Fire Department Dispatch Services with the County of Marin.

BACKGROUND:

The San Rafael Fire Department historically provided its own emergency communications and dispatch services. For many years, dispatching was provided by firefighters that over time transitioned to one full-time 40-hour Dispatcher with "Cadets" covering afterhours and weekends. In 1987, this transitioned again with the hiring of three full-time dispatchers, one assigned to each of the three fire suppression shifts.

In 2009, the San Rafael City Council reached an agreement with the County of Marin, via the Marin County Sheriff's Office (MCSO), for MCSO to provide dispatch services. At the time, this move was intended both to improve local and county-wide response efficiency and to reduce service expenses. The parties entered into an updated agreement in 2012. Over the last 12 years, the San Rafael Fire Department has been generally satisfied with the quality of dispatch services provided by MCSO even as annual costs have increased from \$284,903 to more than \$500,000.

ANALYSIS:

In the second half of 2020, MCSO informed participating agencies that it would need to properly account for actual costs to the Sheriff's Office not currently reflected. Following discussions with participating agencies, MCSO proposed an amendment to the dispatch contract in early 2021 to allow for cost recovery for two additional dispatchers, technology support services, dispatchers' paid holidays, and training.

FOR CITY CLERK ONLY

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

The County of Marin has asked the City to approve the attached First Amendment, amending the 2012 agreement, with a term through June 30, 2022. Both parties subsequently will have the option to renew the agreement through June 30, 2023, after which an annual renewal will be automatic unless either party opts out with 180 days of advance notice (December 30th of each calendar year).

Multiple Fire service agencies including, but not limited to, Southern Marin Fire Department, Novato Fire Protection District, Central Marin Fire Department, Mill Valley Fire Department, Kentfield Fire Department, and Tiburon Fire Protection District have all been notified of the proposed increases and have opted to sign the amendment. Alternate models of dispatch service will continue to be a topic of discussion among participating fire service agencies with a likely future evaluation of countywide fire dispatch needs.

The Department considered alternatives to signing the First Amendment, including: providing dispatch services in-house, using San Rafael Police Department dispatch services, and contracting with a different third-party organization for dispatch services. While one of these options may be a long-term solution, setup costs are prohibitive for any immediate internal dispatch service model and no viable alternative third-party dispatch service provider is available before at least FY 2022-23.

The Department does not see a feasible alternative to adopting the resolution authorizing the City Manager to sign the First Amendment. If the City does not sign the First Amendment, dispatch services will no longer be provided by MCSO starting July 1, 2021, and any alternative dispatch models would not be able to launch before then. In particular, any internal dispatch solution would require substantial resources to hire and train dispatchers and provide adequate physical space.

FISCAL IMPACT:

The First Amendment increases the total that all participating agencies pay for Fire Dispatch Service from \$1,717,223 in FY 2020-21 to \$2,220,530 in FY 2021-22. As in previous years, an additional 5% administrative fee will be charged, for a total of \$2,331,556 in FY 2021-22.

San Rafael is responsible for a 30.66% share of costs; thus, if the City approves the amendment, the City will be responsible for approximately \$715,000 in fire dispatch service costs in FY 2021-22, an increase of approximately \$162,000 from FY 2020-21.

The Department splits dispatch costs as follows: 33% is charged to the General Fund and 67% to the Emergency Medical Services Fund (Fund 210). Therefore, the Department has proposed an increase in appropriations for FY 2021-22 to cover the \$162,000 of which \$53,460 is from the General Fund and \$108,540 is from the Emergency Medical Services Fund.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt Resolution authorizing the City Manager to execute the First Amendment to the agreement for Fire Department Dispatch Services with the County of Marin.

ATTACHMENTS:

1. Resolution
2. Attachment I to Resolution - Existing agreement
3. Attachment II to Resolution - Draft first amendment

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO
THE EXISTING AGREEMENT FOR PROFESSIONAL SERVICES WITH THE
COUNTY OF MARIN FOR FIRE DEPARTMENT DISPATCH SERVICES**

WHEREAS, the City of San Rafael entered into an agreement with the County of Marin for the provision of fire dispatch services on March 2, 2009; and

WHEREAS, on February 28, 2012, the City of San Rafael entered into an updated “Agreement For Professional Services” (attached to this Resolution as Attachment I) for the County of Marin to provide dispatch services for the City’s Fire Department for the amount of \$420,134 per year in the first year, with a formula for cost adjustments in later years; and

WHEREAS, the San Rafael Fire Department has been generally satisfied with the quality of dispatch services provided by the County of Marin; and

WHEREAS, the County of Marin has proposed a First Amendment to the 2012 agreement, to allow for cost recovery for two additional dispatchers, technology support services, dispatchers’ paid holidays, and training; and

WHEREAS, the proposed First Amendment to Professional Services Agreement is attached to this resolution as Attachment II;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael approves and authorizes the City Manager to execute the “First Amendment to Professional Services Agreement” for Fire Department dispatch services with the County of Marin in the form attached hereto as Attachment II, 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 19th day of April, 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

RECEIVED

MAY - 2 2012

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 28th day of February 2012, by and between the COUNTY OF MARIN (Tax I.D. Number 94-6000519), a political subdivision of the State of California (hereinafter referred to as "COUNTY") acting by and through its Sheriff's Office and the City of San Rafael for its Fire Department (hereinafter referred to as "CITY"). This Agreement supersedes the Agreement between the parties dated March 2, 2009.

WITNESSETH:

In consideration of the mutual promises set out below CITY and COUNTY agree as follows:

1. The Services to be performed; the schedule for provision of said Services; the compensation for said Services; and the schedule for payment of said compensation shall all be set forth in Exhibits A, B and C.

2. DESIGNATED REPRESENTATIVES. Sheriff Robert T. Doyle is the representative of the COUNTY and will administer this Agreement for the COUNTY City Manager Nancy Mackle is the authorized representative for the CITY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A" – General Terms and Conditions
- Exhibit "B" – Financial Terms and Conditions
- Exhibit "C" – Performance Measures for Fire Dispatching

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF MARIN

By:

Steve Kinsey

Steve Kinsey
President, Board of Supervisors

"CITY"

CITY OF SAN RAFAEL

By:

Nancy Mackle

APPROVED AS TO FORM:

Eric J. Davis for R.F.E.

ROBERT F. EPSTEIN
City Attorney



ORIGINAL

2/28/12
CA7

EXHIBIT – A

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE COUNTY OF MARIN AND THE CITY OF SAN RAFAEL REGARDING THE DELIVERY OF FIRE COMMUNICATIONS SERVICES

The City of San Rafael ("AGENCY" hereafter) and the Marin County Board of Supervisors ("COUNTY" hereafter) have entered into a contract for the delivery of fire communications services by the Marin County Sheriff's Office Communications Division ("MARIN COMM" hereafter).

This exhibit to the contract fully describes the general terms and conditions agreed to by COUNTY and AGENCY. EXHIBIT – B describes the financial terms and conditions of the agreement.

Through this agreement, MARIN COMM will provide normal and customary services related to the performance of public safety communications dispatching services, including, but not limited to emergency and routine calls for service, telephone answering services, radio communications, and computer data entry related to said services. These services are more expressly described in the following sections.

I. TELEPHONE SERVICES

- A. Emergency Telephones. MARIN COMM will receive and process all emergency telephone calls, including those received on 9-1-1 telephone lines and on published seven digit emergency telephone lines intended for AGENCY. All requests for response will be received and processed by MARIN COMM for police, fire, medical emergency and urgent incidents occurring within AGENCY jurisdiction.
- B. Alternate Emergency Line. MARIN COMM maintains a seven-digit emergency telephone line to be used as an alternate for 9-1-1. This line (415-472-0911) may be published by AGENCY as an alternate emergency telephone number.

II. COMPUTER AIDED DISPATCH SYSTEM (CAD) AND COMPUTER SERVICES

- A. CAD Overview. MARIN COMM operates a CAD system for maintaining unit and incident status and other services, such as queries into law enforcement databases, interfaces to ancillary systems, etc.
- B. Unit Status Function. MARIN COMM will maintain accurate status of all available AGENCY police and fire units, including chief and administrative officers, police investigators, fire apparatus, and emergency medical vehicles. AGENCY will provide MARIN COMM with unit status changes as they occur. MARIN COMM maintains a unit history report for all police and fire units on-line for thirty days. Additional unit history reports can be provided from the back up tapes. Simple requests, such as those that can be done in a few minutes are available at no cost to AGENCY, however, as described in EXHIBIT – B, AGENCY will be charged for more time consuming requests falling outside the scope of this agreement.
 1. Radio Procedures. AGENCY agrees to utilize radio procedures that conform to the CAD procedures and to operate under the general guidelines of the Marin County Fire Chiefs' Association, the Marin County Police Chiefs' Association, and the Marin Emergency Radio Authority.

EXHIBIT A -- General Terms and Conditions for Communications Services

2. Fire Unit Availability. AGENCY will notify MARIN COMM of the availability of apparatus and key personnel such as the duty commander. If any units are cross-staffed, that is the personnel at a particular station may respond in more than one unit, AGENCY will inform MARIN COMM of any changes in the cross-staffing status. AGENCY agrees to notify MARIN COMM whenever any reserve apparatus are available for dispatch. This is vital to the proper assignment of units during greater alarms or whenever extra personnel are available in their station. The fire officer in charge will notify MARIN COMM of any unusual planned activity that may impact dispatch services. MARIN COMM will maintain the current unit availability status in CAD and will notify the officer-in-charge of any coverage problems in AGENCY jurisdiction.
- C. Incident Status. MARIN COMM will electronically record all calls for police, fire and/or medical service in the CAD system.
- D. Incident Numbering. MARIN COMM will electronically record an "Agency Number" for all incidents within AGENCY jurisdiction or when AGENCY units respond to calls outside of their jurisdiction. There are separate Agency Numbers for the police department and the fire department. The number is sequential, reset annually at 00:00 on January 1 each new year.
- E. Additional CAD Services. MARIN COMM will assist AGENCY in implementing additional CAD services if desired. All costs for these additional services will be borne by AGENCY, or the costs will be shared prorata by all entities benefiting from the enhancement. Options include, but are not limited to:
 1. Interfacing with the records computer system operated by AGENCY, such as Firehouse or Fire Point systems.
 2. Providing access to the CAD system from workstations at AGENCY fire station(s) to access unit status and incident information.
 3. Providing CAD dispatch information to printers in AGENCY fire station(s).
 4. Providing access to the CAD from mobile computer terminals in the AGENCY vehicles, including access to a mobile mapping system.
 5. Providing Automatic Vehicle Location and Automatic Response and Route Recommendation system.
- F. Geofile. MARIN COMM maintains a Graphical Information System (GIS) based geofile in the CAD system that is integral to the response recommendation system. AGENCY agrees to provide quality checking and quality assurance for streets, addresses, common places and other GIS data points within their jurisdiction.

If AGENCY desires any significant changes to the geofile after the initiation of this agreement, they will be charged the actual cost of the change. Any change(s) which takes more than one hour to perform by a MARIN COMM employee off-the-console will be charged back to the AGENCY as described in EXHIBIT – B. For example, if the fire department makes a major change in their station boundaries, AGENCY will be charged for the actual time and materials for the effort to implement the changes.

III. OPERATIONAL ISSUES

- A. Policies and Procedures. AGENCY is responsible for establishing their policies, practices, and procedures on dispatching services in conjunction with MARIN COMM. MARIN COMM and AGENCY will follow said policies, practices and procedures in the performance of dispatch service pursuant to this Agreement. Where possible, AGENCY will align their communications dispatch policies and procedures with the other agencies dispatched by MARIN COMM. In all cases, the policies and procedures will not conflict with those published by the Marin County Fire Chiefs' Association, the Marin County Police Chiefs' Association, or the Marin Emergency Radio Authority.

EXHIBIT A -- General Terms and Conditions for Communications Services

- B. Police and Fire Dispatch Steering Committee. A committee comprised of chief executives or their personal designees will meet biennially with Sheriff's Office administrators and Communications Division managers to review performance issues and consider and recommend service fee adjustments necessary in adopting or implementing changes in operating procedures or information technology enhancements. The Sheriff's Office Administration and Support Services Bureau commander chairs this committee.
- C. Fire Dispatch User's Group. The Fire-Dispatch User's Group is established to provide a common forum for all fire agencies that contract with COUNTY for services. It meets bimonthly at locations announced in advance of the meeting. AGENCY agrees to provide representation at each meeting. Committee chair is rotated annually in the month of January among the participating fire agencies.
- D. Conflict Resolution. MARIN COMM provides a Supervising Communications Dispatcher on each shift to provide oversight of operational activity and personnel supervision. Supervisory or command personnel from AGENCY should attempt to resolve problems by contacting MARIN COMM shift supervisor as soon as possible. Unresolved or repetitive problems should be referred to the Assistant Communications Dispatch Manager assigned as the Contract Services Liaison. Serious problems occurring after-hours should be referred to a Communications Dispatch Manager by pager or telephone. AGENCY may document a problem by addressing an email message to Imagoski@marinsheriff.org
- E. Disaster Operations; Interaction With Emergency Operations Centers. MARIN COMM will be the primary point for dispatching day to day emergencies. In the event AGENCY emergency operations center is activated, there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between MARIN COMM and AGENCY emergency operations center will be developed as a component of the policies, practices, and procedures as referenced herein.
- F. Special Events. AGENCY may request COUNTY to provide extra support for a special event held within AGENCY'S jurisdiction, such as a fair or other community activity. Whenever possible, AGENCY should provide COUNTY with at least two weeks notice so that an overtime employee may be scheduled. In no case will extra personnel be assigned for a scheduled event with less than seventy two (72) hours notice. AGENCY'S authorized representative must provide express written request to COUNTY, and agree to assume all additional costs associated with assigning additional MARIN COMM personnel to the event, prior to COUNTY incurring extra personnel expenses. In cases where a special event affects more than one agency, the costs for the added services will be shared by all of the involved agencies through a special formula that will be reviewed and approved by the authorized representatives from each agency.
- G. Performance Measures and Quality Assurance. These items are covered in Exhibit "C" Performance Measures for Fire Dispatching.

IV. OTHER GENERAL PROVISIONS

- A. COUNTY or AGENCY shall have the right to terminate this Agreement at any time by giving notice in writing to the other party, one hundred eighty (180) calendar days prior to the date of such termination. On the date of termination, the COUNTY shall immediately cease rendering the services required by this Agreement, and the following shall apply:
 - 1. AGENCY shall pay COUNTY at the termination of the Agreement any and all bills outstanding for the services rendered by COUNTY to the date of termination pursuant to this Agreement. COUNTY shall furnish to AGENCY such financial information as, in the judgment of the AGENCY, is necessary to determine the amount due for the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which AGENCY or COUNTY may have in law or equity.

EXHIBIT A -- General Terms and Conditions for Communications Services

2. COUNTY may terminate its services under this Agreement upon one hundred and twenty (120) calendar days written notice to the AGENCY, without liability for damages, if COUNTY is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by AGENCY, provided that COUNTY has first provided AGENCY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time AGENCY may cure the alleged breach.
 3. AGENCY may terminate its services under this Agreement upon one hundred and twenty (120) calendar days advance written notice to COUNTY, upon any material breach of the Agreement by COUNTY, provided that AGENCY has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time the COUNTY may cure the alleged breach.
- B. This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto.
 - C. No substantial modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given. Minor modifications to this agreement may be made between both parties if agreed upon in writing, signed by AGENCY chief executive and the Sheriff or their authorized representatives.
 - D. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
 - E. This Agreement may be executed simultaneously and in several counterparts, each of, which shall be deemed an original, but which together shall constitute one and the same instrument.
 - F. Prior to initiating any litigation arising out of this agreement, the parties shall meet and confer in good a faith effort to resolve the issues in dispute. In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney's fees.
 - G. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereafter shall be filed and remain in a Court of competent jurisdiction in the County of Marin, State of California. The laws of the State of California shall govern this Agreement and all matters relating to it.
 - H. Each individual executing this Agreement on behalf of their public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the public agency in accordance with a duly adopted resolution or minute order of the Governing body of said public agency in accordance with the laws of the State of California. AGENCY shall deliver to COUNTY a certified copy of a resolution or minute order of AGENCY governing body authorizing and ratifying the execution of this agreement. COUNTY shall within thirty (30) days of the receipt of the AGENCY governing body resolution or minute order deliver to AGENCY a certified copy of a resolution of the Board of Supervisors authorizing or ratifying the execution of this Agreement.
 - I. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail with postage thereon fully prepaid, and addressed to the party to be served as follows:

EXHIBIT A -- General Terms and Conditions for Communications Services

If to COUNTY:

Board of Supervisors, County of Marin
Civic Center, Room 315
3501 Civic Center Drive
San Rafael, CA 94903

and to:

Sheriff, County of Marin
Civic Center, Room 145
3501 Civic Center Drive
San Rafael, CA 94903

If to AGENCY:

Nancy Mackle, City Manager
City of San Rafael
1400 Fifth Ave
San Rafael, Ca 94901

and to:

Christopher Gray, Fire Chief
City of San Rafael
1039 C Street
San Rafael, Ca 94901

Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.

Notices given by personal delivery shall be effective immediately.

J. Indemnification

1. AGENCY agrees to defend, indemnify, hold harmless and release COUNTY, its Board of Supervisors, and the officers, agents, and employees of COUNTY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including AGENCY, arising out of or in connection with the activities of AGENCY, its governing body, the officers, agents, and employees of AGENCY pursuant to this Agreement whether or not there is concurrent negligence on the part of COUNTY but excluding liability due to the sole active negligence or sole willful misconduct of COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for AGENCY or its agents under workers' compensation acts, disability benefits act, or other employee benefit acts.
2. COUNTY agrees to defend, indemnify, hold harmless, and release AGENCY, its governing body, and the officers, agents, and employees of AGENCY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including COUNTY, arising out of or in connection with the activities of COUNTY, its Board of Supervisors, the officers, agents, and employees of COUNTY pursuant to this Agreement whether or not there is concurrent negligence on the part of the AGENCY but excluding liability due to the sole active negligence or sole willful misconduct of AGENCY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for COUNTY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

EXHIBIT A -- General Terms and Conditions for Communications Services

K. RESPONSIBLE PARTIES

A. County of Marin

Name	Rank	Function	Office	Fax	Email
Robert T. Doyle	Sheriff	Department head	499-7250	507-4126	rdoyle@marinsheriff.org
Tim Little	Undersheriff	Assistant dept. head	499-7250	507-4126	tlittle@marinsheriff.org
Rick Navarro	Captain	Bureau Commander	499-7253	507-4126	Rnavarro@marinsheriff.org
Lee Ann Magoski	Communications Manager	Division Manager	473-4123	499-3636	lmagoski@marinsheriff.org
Ethel Havens	Asst. Manager	Personnel / Training	499-7244	499-3636	ehavens@marinsheriff.org
Heather Costello	Asst. Manager	Fire Liaison	473-2304	499-3636	hcostello@marinsheriff.org
Rich Brothers	Asst. Manager	CAD / Operations	499-7410	499-3636	rbothers@marinsheriff.org

B. City of San Rafael

Name	Rank	Function	Telephone	Fax	Email
Chris Gray	Fire Chief	Department head	485-3084	453-1629	chris.gray@cityofsanrafael.org
Jim Lydon	Battalion Chief	Fire Comm Liaison	485-3306	485-3177	jim.lydon@cityofsanrafael.org

EXHIBIT – B

**FINANCIAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN
THE COUNTY OF MARIN AND THE CITY OF SAN RAFAEL
REGARDING THE DELIVERY OF COMMUNICATIONS SERVICES**

The City of San Rafael ("AGENCY" hereafter) and the Marin County Board of Supervisors ("COUNTY" hereafter) have entered into a contract for the delivery of public safety communications by the Marin County Sheriff's Department's Communications Division (Marin County Communications, "MARIN COMM" hereafter). This exhibit to the contract fully describes the financial terms and conditions agreed to by the COUNTY and the AGENCY.

- A. Cost Recovery Mandate. COUNTY is required by policy to recover costs for providing services to other local government agencies. This Exhibit describes how COUNTY determines its costs for providing police and/or fire communications services.
- B. Determination of Cost of Services.
1. COUNTY provides several types of contracts to local government agencies, including emergency telephone answering and dispatching services, as well as providing local agencies with access to the CAD system for use by those agencies personnel.
 2. COUNTY owns, operates and maintains a Computer Aided Dispatch (CAD) system for use by agencies directly dispatched by MARIN COMM as well as for use by other agencies that operate their own dispatch center. Using data from the CAD information system (MIS), COUNTY will determine the amount of activity handled by MARIN COMM for AGENCY within their jurisdiction for a twenty four (24) month period. This information is displayed in Appendix A, Section 2, in the columns labeled "24M CAD Activity". This activity is exclusive of any response to mutual aid request occurring outside AGENCY's jurisdictional boundary.
 3. COUNTY will utilize formulas based on CAD activity to determine the allocation of costs for services rendered to AGENCY and others by MARIN COMM. The costs of these services will be incorporated into the annual charge to AGENCY by COUNTY for services described in Exhibit A. Appendix A of this Exhibit (B) contains the fiscal year 2011-2012 formulas and costs for AGENCY and others contracting for dispatching and/or CAD services
 4. The CAD activity data displayed in Appendix A, Section 2 in the column labeled "24M CAD Activity" of this EXHIBIT B will be refreshed each January and will comprise an accounting of all the CAD activity, as described in Section B, Paragraph 3, of this Exhibit B, for the two full calendar years preceding that calculation.
 5. AGENCY will pay COUNTY for AGENCY'S percentage of the cost of the CAD Service Maintenance Agreement, plus a five (5) percent administrative fee as determined by the overall activity on the CAD system. Appendix A, Section 2, Column A displays the percentage of use of the CAD system for all entities operating from the CAD system.
 6. In addition to the CAD Service Maintenance Agreement, entities contracting for fire dispatch service will pay COUNTY for the full salary and benefit cost of ten (10) full-time Communications Dispatcher II employees and one (1) full-time Assistant Communications Manager plus a five (5) percent administrative fee.
 - a) Appendix A, Section 1 displays the personnel costs for FY 2011-2012
 - b) Appendix A, Section 2, Column C displays the overall CAD activity for fire departments and districts, and identifies their respective percentage of use of the full time employees mentioned in this section, and their share of that cost.

EXHIBIT B – Financial Terms and Conditions for Communications Services

- c) For the city of Mill Valley, the total costs for services for the fire department and the police department are incorporated into their annual cost for dispatch service.
- d) For the city of Sausalito, the fire department costs are included into the separate agreement between COUNTY and the Southern Marin Fire Protection District for the term of their contract to provide fire and EMS service to the city of Sausalito.

7. CAD Enhancements.

- a) COUNTY will coordinate improvements and enhancements to the CAD periodically.
- b) If AGENCY or others benefit from the improvement or enhancement, they will share in the cost of these changes with other agencies that benefit by the change. For example, an enhancement that only benefits one agency will be paid for by that agency, but if the enhancement benefits all agencies, all will pay their share, based on the formula in Appendix A, Section 2, Column A.
- c) Depending on how agencies are benefited by an enhancement or change in the CAD, COUNTY may develop a special formula to pay for that particular change, such as fire departments only, or grouping of police departments.
- d) In no circumstance will COUNTY allow improvements or enhancements to the CAD that will be paid for by AGENCY or others without the express written consent of AGENCY'S authorized representative.

C. Administrative Fee. COUNTY assesses an annual five percent (5%) administration fee based on the total charge to AGENCY for dispatching service and/or CAD service. This fee is included in the "Cost" column in Appendix A, Section 2, Columns A, B and C.

D. Special Events. AGENCY may request COUNTY to provide extra support for a special event held within AGENCY'S jurisdiction, such as a fair or other community activity. Whenever possible, AGENCY should provide COUNTY with at least two weeks notice so that an overtime employee may be scheduled. In no case will extra personnel be assigned for a scheduled event with less than seventy two (72) hours notice. AGENCY'S authorized representative must provide express written request to COUNTY, and agree to assume all additional costs associated with assigning additional MARIN COMM personnel to the event, prior to COUNTY incurring extra personnel expenses. In cases where a special event affects more than one agency, the costs for the added services will be shared by all of the involved agencies through a special formula that will be reviewed and approved by the authorized representatives from each agency.

E. Special Circumstances. AGENCY may request COUNTY to perform services outside of the scope of this agreement, such as major changes to their response system, merging of departments affecting the response procedures, etc. COUNTY will issue an estimation of the cost for changes, in writing, to the designated agency representative. AGENCY must authorize the work to be performed on their behalf, and agree to reimburse COUNTY for all costs associated with those changes in writing, before COUNTY will commence the effort.

F. Billing. COUNTY shall submit requests for payment on a quarterly basis. The payment requests will be submitted no later than the tenth (10th) of the quarterly month following provision of services. Payment is due upon receipt of the invoice.

APPENDIX A
AGENCIES SERVED AND COST FOR SERVICES

SECTION 1 – PERSONNEL

Fire Dispatch Factor Description	Item	5%	Total
Communications Dispatcher II (10 positions; full salary and benefits as of FY 2011-2012)	1,256,613	62,831	1,319,444
Assistant Communications Manager (1 position; full salary and benefits as of FY 2011-2012)			

SECTION 2 –AGENCY COSTS (*Excel spread sheet Marin CAD Activity 24M-v2.1*)

EXHIBIT B – Financial Terms and Conditions for Communications Services

FY2011-12 BUDGET YEAR	COLUMN -A- 24 M CAD			COLUMN -B- Southern Marin Police			COLUMN -C- Fire Dispatch Service			COLUMN -D- Special Contract	COLUMN -F- Previous Cost for Fire Dispatch	COLUMN -E- NEW FY2011-12	COLUMN -G- Savings
	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	Cost		INVOICE	
CONSORTIUM Agencies	421,928	100%	\$ 64,525	102,841	100%	\$757,214	51,957	100.00%	\$1,319,444	\$ 37,182	\$ 2,178,365	\$2,178,365	\$ -
Belvedere PD	7,342	1.74%	\$ 1,123	7,342	7.14%	\$ 54,059	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Corte Madera FD	2,158	0.51%	\$ 330	0	0.00%	\$ -	2,158	4.15%	\$ 54,802	\$ -	\$ 62,812	\$ 55,132	\$ 7,680
Kentfield FD	1,852	0.44%	\$ 283	0	0.00%	\$ -	1,852	3.56%	\$ 47,031	\$ -	\$ 53,906	\$ 47,315	\$ 6,591
Larkspur FD	2,825	0.67%	\$ 432	0	0.00%	\$ -	2,825	5.44%	\$ 71,741	\$ -	\$ 82,227	\$ 72,173	\$ 10,054
Marin SO	126,954	30.09%	\$ 19,415	0	0.00%	\$ -	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Marin County FD	6,157	1.46%	\$ 942	0	0.00%	\$ -	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Mill ValleyFD	4,153	0.98%	\$ 635	0	0.00%	\$ -	4,153	7.99%	\$ 105,465	\$ -	\$ 120,880	\$ 106,100	\$ 14,780
Mill Valley PD	42,892	10.17%	\$ 6,559	42,892	41.71%	\$315,812	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Point Reyes NPS	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	\$ 7,100	\$ -	\$ -	\$ -
Novato FD	12,154	2.88%	\$ 1,859	0	0.00%	\$ -	12,154	23.39%	\$ 308,650	\$ -	\$ 353,763	\$ 310,509	\$ 43,254
Novato PD	128,704	30.50%	\$ 19,683	0	0.00%	\$ -	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Ross FD	653	0.15%	\$ 100	0	0.00%	\$ -	653	1.26%	\$ 16,583	\$ -	\$ 19,007	\$ 16,683	\$ 2,324
Ross PD	5,315	1.26%	\$ 813	0	0.00%	\$ -	0	0.00%	\$ -	\$ 30,082	\$ -	\$ -	\$ -
Ross Valley FD	4,165	0.99%	\$ 637	0	0.00%	\$ -	4,165	8.02%	\$ 105,770	\$ -	\$ 121,230	\$ 106,407	\$ 14,823
San Rafael FD	16,445	3.90%	\$ 2,515	0	0.00%	\$ -	16,445	31.65%	\$ 417,620	\$ -	\$ 291,236	\$ 420,134	\$ (128,898)
Sausalito FD	2,086	0.49%	\$ 319	0	0.00%	\$ -	2,086	4.01%	\$ 52,974	\$ -	\$ 60,717	\$ 53,293	\$ 7,424
Sausalito PD	32,738	7.76%	\$ 5,007	32,738	31.83%	\$241,049	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Southern Marin FD	3,114	0.74%	\$ 476	0	0.00%	\$ -	3,114	5.99%	\$ 79,080	\$ -	\$ 90,638	\$ 79,556	\$ 11,082
Tiburon FD	2,352	0.56%	\$ 360	0	0.00%	\$ -	2,352	4.53%	\$ 59,729	\$ -	\$ 68,459	\$ 60,089	\$ 8,370
Tiburon PD	19,869	4.71%	\$ 3,039	19,869	19.32%	\$146,295	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT – C

PERFORMANCE MEASURES FOR FIRE DISPATCHING

COMPLIANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 1710 AND STANDARD 1221 AS THEY RELATE TO THE PROVISION OF FIRE AND EMS DISPATCH SERVICES

AGENCY and COUNTY have entered into a contract for the delivery of fire communications services by MARIN COMM.

This exhibit describes certain levels of service and performance measures that will be provided by MARIN COMM for AGENCY relating to performance of public safety communications dispatching services, including, but not limited to emergency and routine calls for service telephone answering services, radio communications and computer data entry related to said services. These services are more expressly described in the following sections.

I. Technical Reference

- a. *National Fire Protection Association document 1710* -- Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- b. *National Fire Protection Association document 1221* -- Standard for the Installation, Maintenance, and Use of Public Emergency Service Communications Systems.

II. Definitions

- a. *Alarm(s)*. In the context of NFPA 1710 requirements discussed in this exhibit, the term "alarm" or "alarms" shall specifically refer to computer aided dispatch incident types with the priority of "E" which typically result in the fire agency response apparatus traveling to the incident with red lights and siren activated.
- b. *CAD* is the Computer Aided Dispatch system, which includes the event management and unit status features necessary to effectively determine the recommended response to an alarm.
- c. "*MARIN COMM*" is the Marin County Public Safety Communications Center, a division of the Marin County Sheriff's Office.

III. Compliance Standard

- a. MARIN COMM shall staff on a 24 hours per day basis a minimum of two fire dispatchers trained to utilize the Emergency Medical Dispatch (EMD) protocols approved by the Marin County EMS Medical Director
- b. MARIN COMM shall maintain standard operating procedures for handling fire dispatch operations covering each emergency response agency that will identify when a dedicated dispatcher is required to be assigned to an emergency incident. A general fire dispatch operating procedure will cover common activities and separate operating procedures for agency-specific activities will also be maintained.
- c. MARIN COMM shall maintain an audio recording system that will log all conversations between a call taker or dispatcher and a person reporting an emergency by telephone answered in the Communications Center. The audio recordings will be maintained for no less than 100 days as required by California Government Code section 34090.6. Typically the digitally recorded audio conversations will be maintained for one year or longer.
- d. MARIN COMM shall maintain data from the CAD system for no less than two years. Typically the CAD information is maintained for 3-5 years or longer.

EXHIBIT C – Fire Dispatch Performance Measures

- e. The CAD system contains a mechanism for the fire dispatcher to note the origin of the call. 9-1-1 calls automatically record their origin when the fire dispatcher creates an incident for assignment of emergency responders. Calls received in other ways must be manually noted as received by radio, telephone, in person, etc.
- f. MARIN COMM CAD times are synchronized to coordinated universal time (UTC) standards utilizing a GPS system interfaced to the computer aided dispatch system and the audio logger recording system. The CAD system continuously synchronizes itself every few minutes using a NetClock timeserver.
 - 1. The digital logging recorder system will be synchronized to the NetClock timeserver also.
 - 2. The new 9-1-1 call answering equipment will also be interfaced to the synchronized time after the Communications Center is relocated into its new facility in the Hall of Justice Building
 - 3. The MERA Gold Elite radio consoles are connected a NetClock UTC time synchronization device.
 - 4. Two visual time indicators from the NetClock synchronized timeserver are displayed in the new Communications Center facility.
 - 5. All time keeping devices in the Communications Center are maintained within +/- one (1) second of the NetClock timeserver UTC time.
- g. Ninety-five percent (95%) of alarms shall be answered within fifteen seconds and ninety-nine percent (99%) of alarms shall be answered within forty seconds.
 - 1. This activity is tracked based on the time (hh:mm:ss) the telephone call was received by MARIN COMM.
 - 2. MARIN COMM is only able to demonstrate compliance for answering 9-1-1 calls.
- h. Ninety-five percent (95%) of alarms will be dispatched within sixty (60) seconds. This activity is tracked based on the overall telephone call handling and decision to dispatch processes. CAD benchmark times leading to this time element are:
 - 1. Call received (9-1-1 only)
 - 2. Incident entered into the CAD
 - 3. Incident dispatched.
- i. When alarms are transferred from a primary 9-1-1 public safety answering point (PSAP), the transfer procedure shall not exceed thirty (30) seconds for ninety-five percent (95%) of all alarms processed.
 - 1. The only circumstances where this standard can be evaluated are for jurisdictions where MARIN COMM is the primary 9-1-1 PSAP (unincorporated areas and the incorporated towns and cities contracting with the COUNTY for police dispatch services), and in the city of Novato because the Novato Police Department operates the COUNTY CAD system remotely.
 - 2. There is no technical or operational way to determine compliance for calls transferred to MARIN COMM from the primary 9-1-1 PSAP in Fairfax, San Anselmo and Twin Cities. The fire departments in those jurisdictions will need to establish compliance criteria with the Chief of Police of the primary 9-1-1 PSAP in that city or town.
- j. Fire alarm 9-1-1 calls received by a primary 9-1-1 PSAP are transferred directly to the fire dispatcher. The primary 9-1-1 call taker shall remain on the telephone line until the fire

EXHIBIT C – Fire Dispatch Performance Measures

- dispatcher receives the call. 9-1-1 emergency telephone calls will be transferred utilizing the selective router or forced transfer process and not relayed by voice unless the connection with the caller is lost.
- k. All alarms, including requests for additional resources, shall be transmitted to the identified emergency response units over the required dispatch circuit or circuits. Alarm dispatching will occur on the fire agency's primary dispatch radio channel.
 - l. The CAD system shall provide the fire dispatcher with an indication of the status of all emergency response units at all times.
 1. Emergency response units are required to notify the fire dispatcher of any changes in their location or capability that may affect the decision to include that unit in an alarm assignment.
 2. The fire dispatcher is required to maintain the last known unit status in the CAD. The status changes are reflected in the alarm incident history or the unit history files in the CAD system.
 - m. The fire dispatcher shall record all significant and benchmark activity in the CAD including, at a minimum, the following information:
 1. Units assigned to the incident, including all companies and supervisors for emergencies and subsequent emergencies; supervisory officers for alarms and subsequent alarms;
 2. Time of acknowledgement by each unit;
 3. Time of arrival at the scene by each unit;
 4. Time each unit cleared the scene and was returned to service.
 5. The fire dispatcher will also record other "benchmark" information broadcast by the first responder and/or the Incident Commander in the CAD incident history. This includes, initial report on conditions, progress reports, all clear reports, fireground emergency conditions, etc.
 - n. MARIN COMM will utilize the MOSCAD fire station alerting system for every alarm dispatch prior to the voice announcement. A steady alert tone will precede the voice announcement of the alarm dispatch on the FD DSP talk group.
 - o. A communications officer shall be assigned at major incidents.
 1. The Incident Commander must specifically request an Incident Dispatcher be assigned to the emergency, or an Incident Dispatcher is automatically assigned at the recording of a Fourth Alarm.
 2. The Incident Dispatcher shall be qualified based on training and certification in that function. If a qualified Incident Dispatcher is not available, a qualified Tactical Dispatcher will be assigned until an Incident Dispatcher can be provisioned. Incident Dispatchers are available from other agencies in the Bay Area and Northern California through the California Mutual Aid system.
 3. The "host" fire agency is responsible for paying any additional costs to dispatch an Incident Dispatcher to an emergency scene (typically at the 1.5 hourly salary rate for a minimum of four hours.)
 - p. In the event that the emergency unit(s) do not acknowledge the alarm assignment within two (2) minutes of the dispatch, the fire dispatcher will perform one or more of the following:
 1. Re-dispatch the unit(s);

EXHIBIT C – Fire Dispatch Performance Measures

2. Contact the unit at their last known quarters location by a secondary means (telephone, pager);
 3. Notify the supervising officer of the unit by two-way radio communications (ring down, page).
- q. MARIN COMM shall establish a quality assurance program to ensure the consistency and effectiveness of alarm processing.
1. All personnel assigned to the fire dispatch assignment have completed a comprehensive training program consisting of at least 150 hours of instruction and one-on-one supervision by an experienced fire dispatcher certified as a Communications Training Officer.
 2. A Communications Center shift supervisor is on-duty at all times to provide direct leadership to the fire dispatcher, including directing action during unusual or extremely serious circumstances, training and evaluating their subordinates.
 3. A Communications Division manager is available on-duty or on-call at all times to coordinate major incident activities in the communications center.
 4. Any management, command or administrative officer for agency contracting for fire dispatch services from MARIN COMM may request a tape review of any incident.
 - a. All requests for incident review will be initially handled by a Communications Center supervisor, or as needed, by a Communications Division manager.
 - b. The requesting agency may request a copy of the audio logger recording, a written report or both.
 5. The communications liaison officer for any agency contracting for fire dispatch services from MARIN COMM may request an incident review at a subsequent Fire Dispatch Users Group meeting.
 6. The Communications Division managers and/or Communications Center supervisors perform random incident reviews to assure performance compliance.
 7. MARIN COMM provides call handling statistics to contracting agencies annually based on the previous calendar year.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to Agreement, dated as of _____, 20 _____, is by and between the COUNTY OF MARIN (Tax I.D. Number 94-6000519), a political subdivision of the State of California (hereinafter referred to as “COUNTY”) acting by and through its Sheriff’s Office and the CITY OF SAN RAFAEL for its Fire Department (hereinafter referred to as “AGENCY”).

RECITALS

WHEREAS, COUNTY and AGENCY entered into that certain Agreement, dated February 28, 2012 for COUNTY to provide normal and customary services related to the performance of public safety communications dispatching services, including, but not limited to emergency and routine calls for service, telephone answering services, radio communications, and computer data entry related to said services (“Agreement”); and

WHEREAS the COUNTY is required by policy to recover costs for providing services to other local government agencies; and

WHEREAS, in the judgment of the COUNTY and AGENCY, it is necessary and desirable to amend the Agreement to extend the term to June 30, 2022, and for additional compensation for these services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section IV. A. of Exhibit A of the Agreement concerning Other General Provisions is hereby deleted and replaced with the following language:

A. This agreement shall commence on the date of initial contract execution, the term of which shall continue through June 30, 2022. No later than November 1, 2021, representatives of COUNTY and AGENCY shall meet to decide whether to renew this, or a modified agreement to allow this agreement to terminate on June 30, 2022.

Should COUNTY and AGENCY agree to renew or modify this agreement, the term of the new contract shall commence July 1, 2022, and end June 30, 2023. Thereafter, the agreement will automatically renew for a one (1) year period each and every year, unless terminated by COUNTY or AGENCY, as described below.

COUNTY, AGENCY, and all other CONSORTIUM agencies shall have the right to terminate this agreement, by giving written notice of that intent to the other parties in the manner stated in Section IV(I) no later than December 30 of each calendar year. Once the required notice of intent to terminate has been provided to all parties, the agreement, along with all rights and obligations attached thereto, shall terminate effective June 30 the following calendar year. However, the parties’ obligations to indemnify pursuant to this Agreement, as specified in Section J, below, shall survive the termination of this Agreement.

Notification by AGENCY or by any other CONSORTIUM agency of its intent to terminate this agreement shall result in a re-negotiation of the cost sharing formulas established by COUNTY and agreed to by AGENCY within thirty (30) calendar days of the written notice of intent to terminate being provided to all of the parties. The revised cost sharing formula will account for the loss of revenue heretofore collected by COUNTY from the terminating agencies and shall spread that cost between the remaining agencies on a prorated basis. The total amount of revenue collected shall continue to equal the full cost to COUNTY for providing the number of full time equivalent (FTE) employees and any additional administrative fees agreed to in this contract. At the conclusion of that re-negotiation, the remaining CONSORTIUM agencies may elect to renew the agreement, subject to the terms described above, or terminate the agreement, termination of which shall occur on the same date as the termination of the agency giving notice of intent to terminate in accordance with the immediately preceding paragraph. On the date of termination, the COUNTY shall immediately cease rendering the services required by this Agreement, and the following shall apply:

1. AGENCY shall pay COUNTY at the termination of the Agreement any and all bills outstanding for the services rendered by COUNTY to the date of termination pursuant to this Agreement. COUNTY shall furnish to AGENCIES such financial information as, in the judgment of the AGENCY, is necessary to determine the amount due for the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which AGENCY or COUNTY may have in law or equity.

2. COUNTY may terminate its services under this Agreement upon one hundred and eighty (180) calendar days written notice to the AGENCY, without liability for damages, if COUNTY is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by AGENCY, provided that COUNTY has first provided AGENCY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time AGENCY may cure the alleged breach.

3. AGENCY may terminate its services under this Agreement upon one hundred and eighty (180) calendar days advance written notice to COUNTY, upon any material breach of the Agreement by COUNTY, provided that AGENCY has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time the COUNTY may cure the alleged breach.

2. Section IV. I. of Exhibit A of the Agreement concerning Other General Provisions is hereby deleted and replaced with the following language:

I. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to COUNTY:
Board of Supervisors, County of Marin
Civic Center, Room 315
3501 Civic Center Drive
San Rafael, CA 94903

and to:

Sheriff, County of Marin
1600 Los Gamos Dr., Ste 200
San Rafael, CA 94903

If to AGENCY:
Darin White, Fire Chief
San Rafael Fire Department
1375 Fifth Avenue
San Rafael, CA 94901

and to:

Jim Schutz, City Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Each party shall provide the other with telephone and written notice of any change of address as soon as practicable. Notices given by personal delivery shall be effective immediately.

3. Section IV. K. of Exhibit A of the Agreement concerning Other General Provisions is hereby deleted and replaced with the following language:

K. RESPONSIBLE PARTIES

A. County of Marin

Name	Rank	Function	Office	Fax	Email
Robert T. Doyle	Sheriff	Department head	499-7250	507-4126	S_doyle@marinsheriff.org
Jamie Scardina	Undersheriff	Assistant dept. head	499-7249	507-4126	J_scardina@marinsheriff.org
Scott Harrington	Captain	Bureau Commander	499-7469	507-4126	S_harrington@marinsheriff.org
Heather Costello	Communications Manager	Division Manager	473-2304	499-3636	H_costello@marinsheriff.org

B. San Rafael Fire Department

Name	Rank	Function	Telephone	Fax	Email
Darin White	Fire Chief	Department head	485-3308	453-1627	Darin.white@cityofsanrafael.org

4. Section B of Exhibit B of the Agreement concerning Determination of Cost of Services is hereby deleted and replaced with the following language:

B. Determination of Cost of Services.

1. COUNTY provides several types of services to local government agencies, including emergency telephone answering and dispatching services, as well as providing local agencies with access to the CAD system for use by those agencies personnel.
2. COUNTY owns, operates and maintains a Computer Aided Dispatch (CAD) system for use by agencies directly dispatched by MARIN COMM as well as for use by other agencies that operate their own dispatch center. Using data from the CAD information system (MIS), COUNTY will determine the amount of activity handled by MARIN COMM for AGENCY within their jurisdiction for a twenty-four (24) month period. This information is displayed in Appendix A, Section 2, in the columns labeled "24M CAD Activity". This activity is exclusive of any response to mutual aid request occurring outside AGENCY's jurisdictional boundary.
3. COUNTY utilizes formulas based on CAD activity to determine the allocation of costs for services rendered to AGENCY and others by MARIN COMM. The costs of these services will be incorporated into the annual charge to AGENCY by COUNTY for services described in Exhibit A. Appendix A of this Exhibit (B) contains the fiscal year 2020-2021 formulas and costs for AGENCY and others contracting for dispatching and/or CAD services.
4. The CAD activity data displayed in Appendix A, Section 2 in the column labeled "24M CAD Activity" of this EXHIBIT B will be refreshed each January and will include an accounting of all the CAD activity, as described in Section B, Paragraph 3, of this Exhibit B, for the two full calendar years preceding that calculation.
5. AGENCY will pay COUNTY for AGENCY'S percentage of the cost of the CAD Service Maintenance Agreement, plus a five (5) percent administrative fee as determined by the overall activity on the CAD system. Appendix A, Section 2, Column A displays the percentage of use of the CAD system for all entities operating from the CAD system.
6. In addition to the CAD Service Maintenance Agreement, entities contracting for fire dispatch service will pay COUNTY for the full salary and benefit cost of twelve (12) full-time Communications Dispatcher II employees, fifty percent cost for one (1) Technology Support Specialist III, and one (1) full-time Assistant Communications Manager plus a five percent (5%) administrative fee. Agency will pay COUNTY for the twelve (12) Communications Dispatchers' contractually mandated holidays to be paid at one and a half times the dispatchers' base rate of pay in accordance to the dispatchers' Marin Association of Public Employees (MAPE) memorandum of understanding (MOU).
 - a) Appendix A, Section 1 displays the personnel costs for FY 2020-2021

- b) Appendix A, Section 2, Column C displays the overall CAD activity for fire departments and districts, law dispatch agencies, and identifies each AGENCY’s respective percentage of use of the full time employees mentioned in this section, and each AGENCY’s share of that cost.
 - c) For the city of Mill Valley, the total costs for services for the fire department and the police department are incorporated into their annual cost for dispatch service.
 - d) For the city of Sausalito, the fire department costs are included into the separate agreement between COUNTY and the Southern Marin Fire Protection AGENCY for the term of their contract to provide fire and EMS service to the city of Sausalito.
7. CAD Enhancements.
- a) COUNTY will coordinate improvements and enhancements to the CAD periodically.
 - b) If AGENCY or others benefit from the improvement or enhancement, they will share in the cost of these changes with other agencies that benefit by the change. For example, an enhancement that only benefits one agency will be paid for by that agency, but if the enhancement benefits all agencies, all will pay their share, based on the formula in Appendix A, Section 2, Column A.
 - c) Depending on how agencies are benefited by an enhancement or change in the CAD, COUNTY may develop a special formula to pay for that particular change, such as fire departments only, or grouping of police departments.
 - d) In no circumstance will COUNTY allow improvements or enhancements to the CAD that will be paid for by AGENCY or others without the express written consent of AGENCY’S authorized representative.
5. Appendix A of Exhibit B of the Agreement concerning Agencies Served and Cost for Services is hereby deleted and replaced with the following language:

APPENDIX A

AGENCIES SERVED AND COST FOR SERVICES

SECTION 1 – PERSONNEL

Fire Dispatch Factor Description	Item	5%	Total
Communications Dispatcher II (12 positions; full salary and benefits as of FY 2021-2022)			
Assistant Communications Manager (1 position; full salary and benefits as of FY 2021-2022)	2,220,530	111,026	2,331,556
Technology Services Specialist III (1 position; full salary and benefits as FY 2021-22)			

SECTION 2 –AGENCY COSTS (Excel spread sheet Marin CAD Activity 24M-v2.1)



DRAFT FY 20/21 CAD Maintenance & Dispatch Services Cost

	24 Months CAD			Southern Marin Police 5.5 FTE			Central Marin Police 5 FTE			Fire Dispatch Service			Special Contract			Total Per Agency	
	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	Cost	CAD/Dispatch Total	5% ADM FEE	ANNUAL Cost	Quarterly Invoice
Consortium Agencies	386,859	100%	\$ 274,988	100,065	100%	\$ 825,234	89,482	100%	\$ 750,212	64,885	100%	\$ 1,717,223	\$ 7,100	\$ 3,574,757	\$ 178,738	\$ 3,753,495	
Belvedere PD	12,527	3.24%	\$ 8,904	12,527	12.52%	\$ 103,310		0.00%						\$ 112,214	\$ 5,611	\$ 117,825	\$ 29,456.26
Central Marin	89,482	23.13%	\$ 63,606			\$ -	89,482	100.00%	\$ 750,213					\$ 813,819	\$ 40,691	\$ 854,510	\$213,627.44
Marin SO	126,081	32.59%	\$ 89,621			\$ -		0.00%						\$ 89,621	\$ 4,481	\$ 94,102	\$ 23,525.56
Mill Valley PD	40,297	10.42%	\$ 28,644	40,297	40.27%	\$ 332,328		0.00%						\$ 360,972	\$ 18,049	\$ 379,021	\$ 94,755.26
Sausalito PD	27,154	7.02%	\$ 19,302	27,154	27.14%	\$ 223,938		0.00%						\$ 243,240	\$ 12,162	\$ 255,402	\$ 63,850.52
Tiburon PD	20,087	5.19%	\$ 14,278	20,087	20.07%	\$ 165,657		0.00%						\$ 179,935	\$ 8,997	\$ 188,932	\$ 47,233.02
Central Marin FD	6,944	1.79%	\$ 4,936	0		\$ -		0.00%		6,944	10.70%	\$ 183,777		\$ 188,713	\$ 9,436	\$ 198,149	\$ 49,537.25
Kentfield FD	2,312	0.60%	\$ 1,643	0		\$ -		0.00%		2,312	3.56%	\$ 61,189		\$ 62,832	\$ 3,142	\$ 65,974	\$ 16,493.39
Marin County FD*	6,346	1.64%	\$ 4,511	0		\$ -		0.00%		0	0.00%	\$ -		\$ 4,511	\$ 226	\$ 4,736	\$ 1,184.11
Mill Valley FD	4,346	1.12%	\$ 3,089	0		\$ -		0.00%		4,346	6.70%	\$ 115,020		\$ 118,109	\$ 5,905	\$ 124,014	\$ 31,003.59
Novato FD	14,624	3.78%	\$ 10,395	0		\$ -		0.00%		14,624	22.54%	\$ 387,034		\$ 397,429	\$ 19,871	\$ 417,300	\$104,325.00
Ross Valley FD	5,994	1.55%	\$ 4,261	0		\$ -		0.00%		5,994	9.24%	\$ 158,635		\$ 162,896	\$ 8,145	\$ 171,040	\$ 42,760.12
San Rafael FD*	19,891	5.14%	\$ 14,139	0		\$ -		0.00%		19,891	30.66%	\$ 526,428		\$ 540,567	\$ 27,028	\$ 567,595	\$141,898.84
Southern Marin FD	7,930	2.05%	\$ 5,637	0		\$ -		0.00%		7,930	12.22%	\$ 209,873		\$ 215,509	\$ 10,775	\$ 226,285	\$ 56,571.20
Tiburon FD	2,844	0.74%	\$ 2,022	0		\$ -		0.00%		2,844	4.38%	\$ 75,268		\$ 77,290	\$ 3,864	\$ 81,154	\$ 20,288.59
Point Reyes NPS		0.00%	\$ -	0		\$ -		0.00%					\$ 7,100	\$ 7,100	\$ 355	\$ 7,455	\$ 1,863.75

6. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

“COUNTY”

COUNTY OF MARIN

“AGENCY”

CITY OF SAN RAFAEL

By: _____

By: _____

Title: _____

Title: JIM SCHUTZ, City Manager

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance Department

Prepared by: Nadine Atieh Hade,
Finance Director

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'AS'.

TOPIC: CITY QUARTERLY INVESTMENT REPORT

SUBJECT: ACCEPTANCE OF CITY OF SAN RAFAEL QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2021

RECOMMENDATION: Accept investment report for the quarter ending March 31, 2021, as presented.

BACKGROUND: Pursuant to the State of California Government Code Section 53601, and the City's investment policy, [last approved by the City Council on June 15, 2020](#), staff provides the City Council a quarterly report on the City's investment activities and liquidity. Included in the report are the cost of each investment, the interest rates (yield), maturity dates, and market value. Separate reports are prepared for the City and the Successor Agency to San Rafael Redevelopment Agency.

The City invests a portion of its pooled funds in the [Local Agency Investment Fund \(LAIF\)](#), a State-run investment pool. Beginning in March 2014, the City incorporated an investment strategy that added purchases of securities outside of LAIF with the assistance of its investment advisor, Insight Investment.

ANALYSIS: As of March 31, 2021, the primary LAIF account had a balance of \$39,403,344. The other LAIF account, holding housing funds for future administrative expenses contained \$154,773. Portfolio returns on LAIF deposits were 0.36% for the quarter ending March 31, 2021. The remaining investment assets included the \$1,239,200 balance of Pt. San Pedro Assessment District bonds, and \$20,305,287 in government agency securities and corporate bonds (including American Express, US Bancorp, Citibank, Pfizer Inc., Walmart Inc., Apple Inc., Wells Fargo, PNC Bank, 3M Company, Bank of America, and JP Morgan Chase). The overall total portfolio returns for the quarter ended March 31, 2021 were 0.82%.

The City's Westamerica general operating bank account had a balance of \$7,359,032 at quarter end.

Exhibit A is composed of four parts: (1) Quarterly Investment Portfolio Report; (2) Historical Activity By Quarter summarizing the City's investments; and (3) the three monthly investment reports from Insight Investment for the quarter.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

FISCAL IMPACT: No financial impact occurs by adopting the report. The City continues to meet the priority principles of investing - safety, liquidity and yield in respective order. The portfolio remains conservatively invested. Sufficient liquidity exists to meet daily operating and capital project requirements for the next six months. Operating funds, as defined for this report, exclude cash held with fiscal agents for the payment of bond principal and interest.

RECOMMENDATION: Accept investment report for the quarter ending March 31, 2021, as presented.

ATTACHMENTS:

Exhibit A:

1. Quarterly Investment Portfolio Report
2. Historical Activity by Quarter Report
3. Insight Investment Statements, January through March 2021

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH THE CITY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE CITY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD.

A handwritten signature in blue ink that reads "Nadine Atieh Hade". The signature is written in a cursive style.

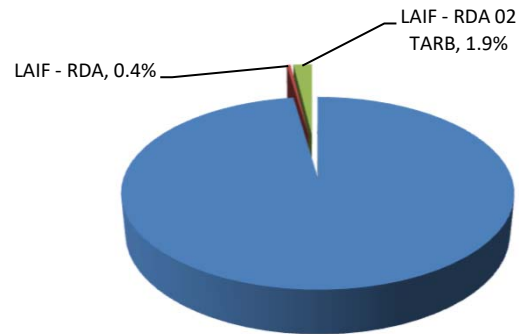
NADINE ATIEH HADE
FINANCE DIRECTOR

City of Rafael

Quarterly Investment Portfolio Report

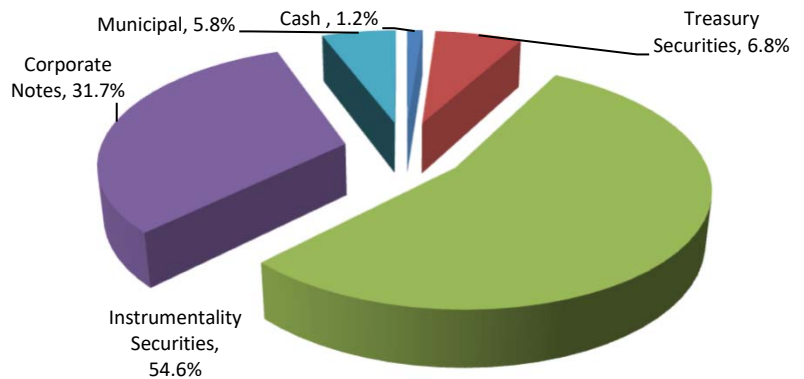
March 31, 2021

Internally Managed Assets		%	Return
LAIF	\$ 39,403,344	97.7%	0.36%
LAIF - RDA	\$ 154,773	0.4%	0.36%
LAIF - RDA 02 TARB	\$ 767,985	1.9%	0.36%
Total Internally Managed	\$ 40,326,101	65.2%	



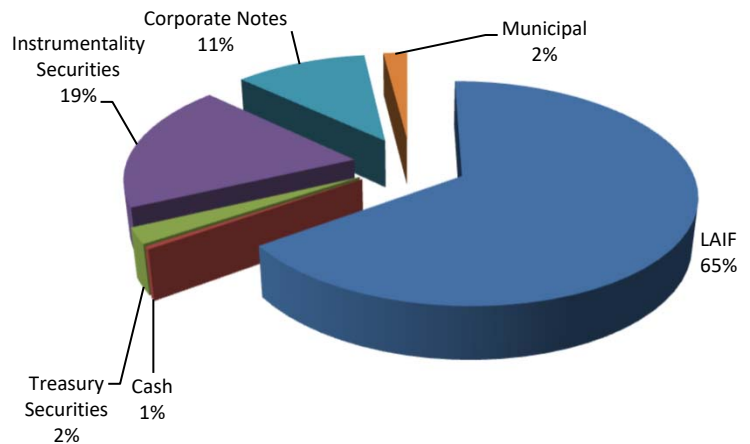
Weighted Average Yield	0.36%
Effective Average Duration - Internal	1
Weighted Average Maturity - Internal	1
	LAIF, 97.7%

Externally Managed Assets		%	Return
Cash	\$ 260,338	1.2%	0.01%
Treasury Securities	\$ 1,455,053	6.8%	1.54%
Instrumentality Securities	\$ 11,757,213	54.6%	1.54%
Corporate Notes	\$ 6,830,936	31.7%	1.40%
Municipal	\$ 1,239,200	5.8%	5.25%
Total Externally Managed	\$ 21,542,739	34.8%	



Weighted Average Yield	1.69%
Effective Average Duration - External	1.90
Weighted Average Maturity - External	2.32

Total Portfolio Assets		%	Return
LAIF	\$ 40,326,101	65.2%	0.36%
Cash	\$ 260,338	0.4%	0.01%
Treasury Securities	\$ 1,455,053	2.4%	1.54%
Instrumentality Securities	\$ 11,757,213	19.0%	1.54%
Corporate Notes	\$ 6,830,936	11.0%	1.40%
Municipal	\$ 1,239,200	2.0%	5.25%
Total Portfolio Assets	\$ 61,868,841		



Weighted Average Yield	0.82%
Effective Average Duration - Total	0.66
Weighted Average Maturity - Total	0.81

Based on Market Values

City of San Rafael

Historical Activity-By Quarter

	March 31, 2021			December 31, 2020			September 30, 2020			June 30, 2020			March 31, 2020			December 31, 2019		
Internally Managed Assets	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return
LAIF	\$ 40,171,329	99.6%	0.36%	\$ 35,129,481	99.6%	0.54%	\$ 23,075,641	99.3%	0.68%	\$ 32,962,961	99.5%	1.22%	\$ 22,847,933	99.3%	1.78%	\$ 22,767,096	99.3%	2.04%
LAIF - Housing	\$ 154,773	0.4%	0.36%	\$ 154,528	0.4%	0.54%	\$ 154,201	0.7%	0.68%	\$ 153,640	0.5%	1.22%	\$ 152,871	0.7%	1.78%	\$ 151,998	0.7%	2.04%
Total Internally Managed	\$ 40,326,102	65.2%		\$ 35,284,009	61.5%		\$ 23,229,842	51.3%		\$ 33,116,601	57.4%		\$ 23,000,804	48.6%		\$ 22,919,094	49.0%	
Weighted Average Yield			0.36%			0.54%			0.68%			1.22%			1.78%			2.04%
Externally Managed Assets	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return
Cash	\$ 260,338	21.0%	0.01%	\$ 278,791	22.5%	0.01%	\$ 387,991	31.3%	0.00%	\$ 1,784,838	135.7%	0.00%	\$ 57,810	4.4%	0.00%	\$ 39,382	3.0%	0.00%
Treasury Securities	\$ 1,455,053	6.8%	1.54%	\$ 1,464,113	6.6%	1.54%	\$ 1,470,457	6.7%	1.54%	\$ 2,476,872	10.1%	1.49%	\$ 3,083,104	12.7%	1.54%	\$ 3,010,993	12.6%	1.55%
Instrumentality Securities	\$ 11,757,213	54.6%	1.54%	\$ 12,320,155	55.9%	1.58%	\$ 12,173,214	55.3%	1.70%	\$ 12,218,650	49.8%	1.80%	\$ 13,227,918	54.4%	1.81%	\$ 13,379,064	56.0%	1.80%
Corporate Notes	\$ 6,830,936	31.7%	1.40%	\$ 6,747,102	30.6%	2.02%	\$ 6,751,751	30.7%	2.06%	\$ 6,749,718	27.5%	2.23%	\$ 6,636,962	27.3%	2.23%	\$ 6,157,409	25.8%	2.25%
Municipal/Assessment District	\$ 1,239,200	5.8%	5.25%	\$ 1,239,200	5.6%	5.25%	\$ 1,239,200	5.6%	5.25%	\$ 1,315,100	5.4%	5.25%	\$ 1,315,100	5.4%	5.25%	\$ 1,315,100	5.5%	5.25%
Total Externally Managed	\$ 21,542,739	34.8%		\$ 22,049,361	38.5%		\$ 22,022,613	48.7%		\$ 24,545,178	42.6%		\$ 24,320,894	51.4%		\$ 23,901,948	51.0%	
Weighted Average Yield			1.69%			1.90%			1.97%			1.94%			2.07%			2.07%
			Years			Years			Years			Years			Years			Years
Effective Average Duration - External			1.90			1.91			1.91			1.83			2.07			2.10
Weighted Average Maturity - External			2.32			2.22			2.22			2.07			2.32			2.39
Total Portfolio Assets	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return
LAIF	\$ 40,326,102	65.2%	0.36%	\$ 35,284,009	61.5%	0.54%	\$ 23,229,842	51.3%	0.68%	\$ 33,116,601	57.4%	1.22%	\$ 23,000,804	48.6%	1.78%	\$ 22,919,094	49.0%	2.04%
Cash	\$ 260,338	0.4%	0.01%	\$ 278,791	0.5%	0.01%	\$ 387,991	0.9%	0.00%	\$ 1,784,838	3.1%	0.00%	\$ 57,810	0.1%	0.00%	\$ 39,382	0.1%	0.00%
Treasury Securities	\$ 1,455,053	2.4%	1.54%	\$ 1,464,113	2.6%	1.54%	\$ 1,470,457	3.2%	1.54%	\$ 2,476,872	4.3%	1.49%	\$ 3,083,104	6.5%	1.54%	\$ 3,010,993	6.4%	1.55%
Instrumentality Securities	\$ 11,757,213	19.0%	1.54%	\$ 12,320,155	21.5%	1.58%	\$ 12,173,214	26.9%	1.70%	\$ 12,218,650	21.2%	1.80%	\$ 13,227,918	28.0%	1.81%	\$ 13,379,064	28.6%	1.80%
Corporate Notes	\$ 6,830,936	11.0%	1.40%	\$ 6,747,102	11.8%	2.02%	\$ 6,751,751	14.9%	2.06%	\$ 6,749,718	11.7%	2.23%	\$ 6,636,962	14.0%	2.23%	\$ 6,157,409	13.2%	2.25%
Municipal/Assessment District	\$ 1,239,200	2.0%	5.25%	\$ 1,239,200	2.2%	5.25%	\$ 1,239,200	2.7%	5.25%	\$ 1,315,100	2.3%	5.25%	\$ 1,315,100	2.8%	5.25%	\$ 1,315,100	2.8%	5.25%
Total Portfolio Assets	\$ 61,868,840			\$ 57,333,369			\$ 45,252,454			\$ 57,661,778			\$ 47,321,697			\$ 46,821,041		
Weighted Average Yield			0.82%			1.06%			1.31%			1.53%			1.93%			2.06%
			Years			Years			Years			Years			Years			Years
Effective Average Duration - Total			0.66			0.74			0.93			0.78			1.07			1.07
Weighted Average Maturity - Total			0.81			0.86			1.08			0.88			1.19			1.22

Performance Recap

- The weighted average quarterly portfolio yield decreased from 1.06% to 0.82% during the past quarter. The yield has decreased over the past year, from 1.53% in the quarter ended March 31, 2020 to 0.82% in the most recent quarter. This trend is reflective of the general decrease in interest rates during the period
- The effective average duration decreased, from 0.74 to 0.66 years since last quarter due to an increase in LAIF assets.
- The total portfolio assets increased by approximately \$4.5 million during the quarter. This is due to the receipt of VLF Backfill, CSA 19 and Excess ERAF payments from the County and their subsequent transfer to LAIF.

FOR PROFESSIONAL CLIENTS ONLY
NOT TO BE REPRODUCED WITHOUT PRIOR WRITTEN APPROVAL
PLEASE REFER TO ALL RISK DISCLOSURES AT THE BACK OF THIS DOCUMENT

SAN RAFAEL

January 2021

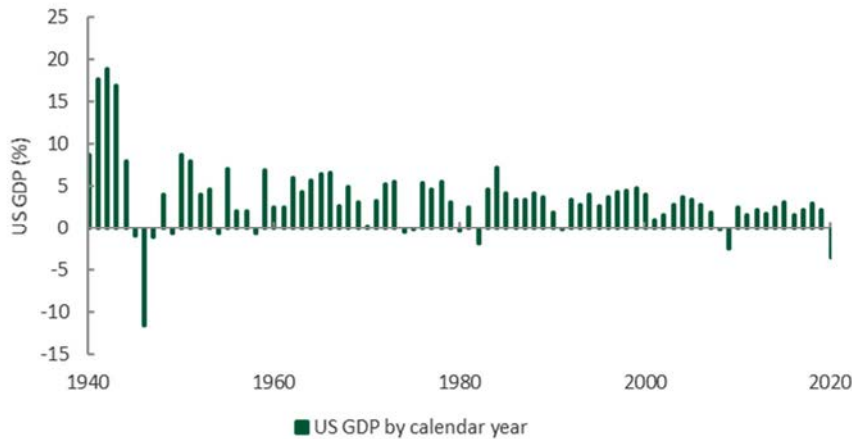


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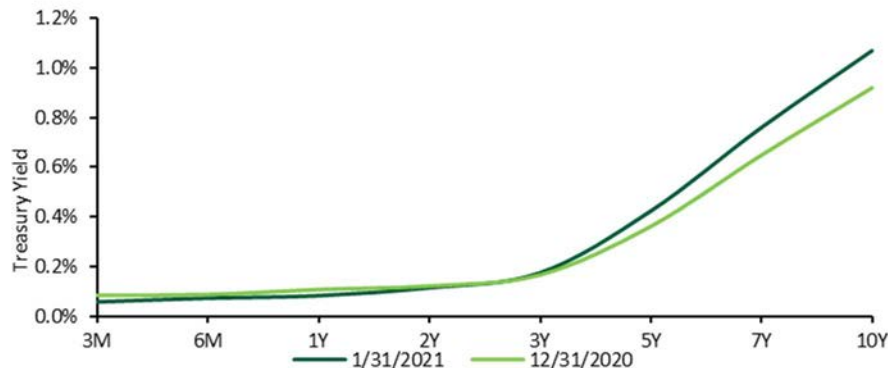
As of January 31, 2021

Chart 1: US GDP in 2020 was the lowest in a full calendar year since 1946



Source: Bloomberg Finance LP, January 31, 2021.

Chart 2: Yield curve continues to steepen



Source: Bloomberg Finance LP, January 31, 2021.

Economic Indicators and Monetary Policy

The first Fed policy meeting of 2021, and the first meeting during the new Biden administration, was uneventful, with no major policy changes. Chairman Jay Powell reiterated that any such tapering is “some time” away, noting that growth has moderated and that pandemic-exposed sectors still face challenges. Powell also expressed muted concerns over inflation given secular disinflationary trends stating: “Frankly we welcome slightly higher inflation”.

During the month COVID-19 deaths in the US were running at the highest levels since the start of the pandemic. On a more optimistic note, hospitalizations began to ease and the distribution of vaccines across the US accelerated significantly and a number of states started to roll back economic restrictions.

US GDP in Q4 grew at an annualized rate of 4%, slightly below expectations, with personal consumption spending and residential and business fixed investment the largest contributors. This means GDP for the calendar year 2020 was -3.5%, the lowest since 1946 (for comparison, 2009’s contraction was -2.5% - see Chart 1).

Elsewhere, new durable goods orders flattened, rising 0.2% after a string of strong readings. Home prices rose 1.4%, according to S&P/CS CoreLogic, while the Federal Housing Finance Agency (FHFA) reported a similar rise of 1%. Existing home sales were stronger than expected at 6.76m in December. The jobs recovery continued to slow with payrolls showing the first fall in seven months given the winter resurgence of COVID-19. The bulk of the decline came from the private services sector, focused in leisure and hospitality. Meanwhile, employment in the goods sector accelerated.

Interest Rate Summary

The Treasury yield curve continued to steepen over the month (Chart 2). At the end of January, the 3-month US Treasury bill yielded 0.06%, the 6-month US Treasury bill yielded 0.07%, the 2-year US Treasury note yielded 0.11%, the 5-year US Treasury note yielded 0.42% and the 10-year US Treasury note yielded 1.07%.

ACTIVITY AND PERFORMANCE SUMMARY

For the period January 1, 2021 - January 31, 2021

Amortized Cost Basis Activity Summary

Opening balance		21,658,936.87
Income received	49,344.37	
Total receipts		49,344.37
Expenses paid	(130.06)	
Total disbursements		(130.06)
Interportfolio transfers	(500,000.00)	
Total Interportfolio transfers		(500,000.00)
Realized gain (loss)		0.00
Change in accruals from security movement		0.00
Total amortization expense		(11,153.32)
Total OID/MKT accretion income		264.42
Return of capital		0.00
Closing balance		21,197,262.28
Ending fair value		21,564,783.07
Unrealized gain (loss)		367,520.79

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	1.31	0.00	0.00	1.31
Corporate Bonds	16,526.68	(5,876.48)	0.00	10,650.20
Government Agencies	19,594.78	(4,412.62)	0.00	15,182.16
Government Bonds	2,453.82	(599.80)	0.00	1,854.02
Municipal/Provincial Bonds	5,421.50	0.00	0.00	5,421.50
Total	43,998.09	(10,888.90)	0.00	33,109.19

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.25	0.05	0.01
Overnight Repo	0.26	0.05	0.01
Merrill Lynch 3m US Treas Bill	0.21	0.04	0.01
Merrill Lynch 6m US Treas Bill	0.21	0.04	0.01
ML 1 Year US Treasury Note	0.25	0.06	0.01
ML 2 Year US Treasury Note	0.28	0.07	0.01
ML 5 Year US Treasury Note	0.44	0.18	0.04

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	43,998.09
Accretion (amortization)	(10,888.90)
Realized gain (loss) on sales	0.00
Total income on portfolio	33,109.19
Average daily amortized cost	21,582,363.13
Period return (%)	0.15
YTD return (%)	0.15
Weighted average final maturity in days	827

ACTIVITY AND PERFORMANCE SUMMARY

For the period January 1, 2021 - January 31, 2021

<u>Fair Value Basis Activity Summary</u>		
Opening balance		22,049,360.95
Income received	49,344.37	
Total receipts		49,344.37
Expenses paid	(130.06)	
Total disbursements		(130.06)
Interportfolio transfers	(500,000.00)	
Total Interportfolio transfers		(500,000.00)
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		(33,792.19)
Ending fair value		21,564,783.07

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	1.31	0.00	1.31
Corporate Bonds	16,526.68	(17,088.06)	(561.38)
Government Agencies	19,594.78	(14,317.41)	5,277.37
Government Bonds	2,453.82	(2,386.72)	67.10
Municipal/Provincial Bonds	5,421.50	0.00	5,421.50
Total	43,998.09	(33,792.19)	10,205.90

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.25	0.05	0.01
Overnight Repo	0.26	0.05	0.01
ICE Bofa 3 Months US T-BILL	0.54	0.06	0.01
ICE Bofa 6m US Treas Bill	0.90	0.08	0.01
ICE Bofa 1 Yr US Treasury Note	1.60	0.10	0.02
ICE BofA US Treasury 1-3	2.56	0.07	0.02
ICE BofA US Treasury 1-5	3.30	(0.06)	(0.05)

* rates reflected are cumulative

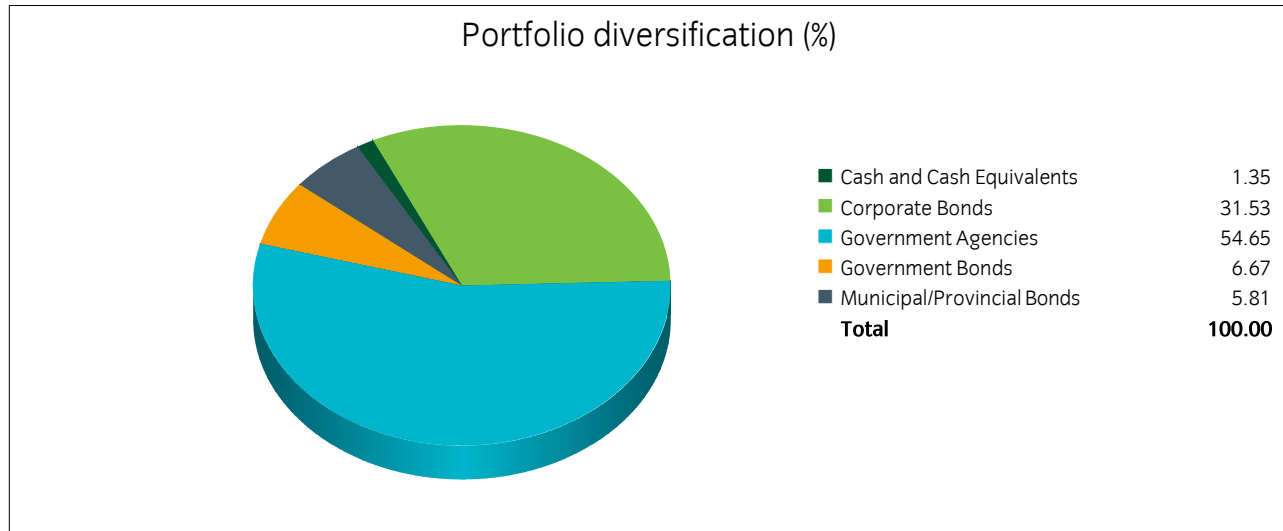
<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	43,998.09
Change in fair value	(33,792.19)
Total income on portfolio	10,205.90
Average daily total value *	22,096,316.30
Period return (%)	0.05
YTD return (%)	0.05
Weighted average final maturity in days	827

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of January 31, 2021

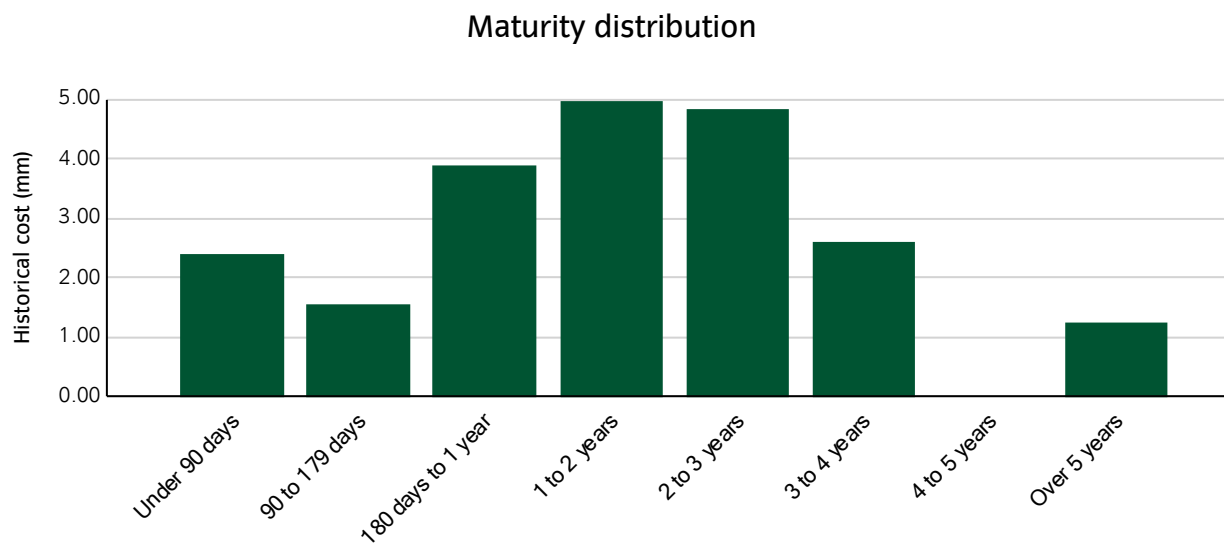
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	288,470.26	288,470.26	288,470.26	0.00	1	1.35	0.00
Corporate Bonds	6,728,752.50	6,671,015.10	6,769,548.92	98,533.82	550	31.53	1.24
Government Agencies	11,663,651.07	11,582,835.63	11,805,837.33	223,001.70	643	54.65	1.47
Government Bonds	1,423,602.35	1,415,741.29	1,461,726.56	45,985.27	840	6.67	2.24
Municipal/Provincial Bonds	1,239,200.00	1,239,200.00	1,239,200.00	0.00	4,234	5.81	8.56
Total	21,343,676.18	21,197,262.28	21,564,783.07	367,520.79	827	100.00	1.84



MATURITY DISTRIBUTION OF SECURITIES HELD

As of January 31, 2021

Maturity	Historic cost	Percent
Under 90 days	2,365,932.76	11.09
90 to 179 days	1,531,070.00	7.17
180 days to 1 year	3,881,997.30	18.19
1 to 2 years	4,936,608.83	23.13
2 to 3 years	4,814,477.74	22.56
3 to 4 years	2,574,389.55	12.06
4 to 5 years	0.00	0.00
Over 5 years	1,239,200.00	5.81
	21,343,676.18	100.00



SECURITIES HELD

As of January 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		288,470.26	288,470.26	288,470.26	288,470.26	0.00	0.00	1.35
Total Cash and Cash Equivalents				288,470.26	288,470.26	288,470.26	288,470.26	0.00	0.00	1.35
Corporate Bonds										
254687CK0	WALT DISNEY COMPANY/THE 4.5% 15FEB2021	4.500	02/15/2021	500,000.00	515,190.00	500,543.79	500,765.00	221.21	10,375.00	2.41
46625HQJ2	JPMORGAN CHASE & CO 2.55% 01MAR2021 (CALLABLE 18FEB21)	2.550	03/01/2021	500,000.00	494,725.00	499,783.98	500,500.00	716.02	5,312.50	2.32
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 04APR21)	2.250	05/05/2021 04/04/2021	550,000.00	552,667.50	550,364.79	551,940.06	1,575.27	2,956.25	2.59
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	4.125	05/24/2021 04/23/2021	500,000.00	514,880.00	502,541.23	504,294.11	1,752.88	3,838.54	2.41
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	3.400	07/23/2021 06/23/2021	500,000.00	507,030.00	501,349.38	506,314.74	4,965.36	377.78	2.38
717081DZ3	PFIZER INC 2.2% 15DEC2021	2.200	12/15/2021	500,000.00	503,615.00	501,583.76	508,482.72	6,898.96	1,405.56	2.36
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 26MAR22)	2.600	06/26/2022 03/26/2022	500,000.00	500,300.00	500,121.05	512,997.36	12,876.31	1,263.89	2.34
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	2.550	04/11/2023 01/11/2023	500,000.00	509,155.00	505,370.42	522,440.91	17,070.49	3,895.83	2.39
037833AK6	APPLE INC 2.4% 03MAY2023	2.400	05/03/2023	500,000.00	506,880.00	504,279.60	523,666.92	19,387.32	2,933.33	2.37
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	3.550	08/14/2023 07/14/2023	500,000.00	539,535.00	539,092.77	538,769.62	(323.15)	8,234.03	2.53

SECURITIES HELD

As of January 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	3.004	12/20/2023 12/20/2022	500,000.00	525,795.00	522,316.28	523,777.19	1,460.91	1,710.61	2.46
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	3.500	01/23/2024 12/24/2023	500,000.00	523,455.00	515,405.27	543,830.80	28,425.53	388.89	2.45
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	3.550	03/05/2024 03/05/2023	500,000.00	535,525.00	528,262.78	531,769.49	3,506.71	7,198.61	2.51
Total Corporate Bonds				6,550,000.00	6,728,752.50	6,671,015.10	6,769,548.92	98,533.82	49,890.82	31.53
Government Agencies										
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	3.625	06/11/2021	1,000,000.00	1,024,040.00	1,003,864.10	1,012,752.02	8,887.92	5,034.72	4.80
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	2.375	09/10/2021	600,000.00	602,430.00	600,639.47	608,273.89	7,634.42	5,581.25	2.82
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	1.375	10/07/2021	1,100,000.00	1,099,318.00	1,099,718.30	1,109,669.10	9,950.80	4,789.58	5.15
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	2.375	01/13/2022	1,650,000.00	1,676,634.30	1,661,119.17	1,685,698.49	24,579.32	1,959.38	7.86
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	2.500	03/11/2022	1,000,000.00	1,016,330.00	1,006,621.16	1,026,391.81	19,770.65	9,722.22	4.76
3135G0T78	FANNIE MAE 2% 05OCT2022	2.000	10/05/2022	600,000.00	601,716.00	600,889.61	618,798.82	17,909.21	3,866.67	2.82
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	2.500	12/09/2022	1,000,000.00	1,021,240.00	1,011,468.57	1,044,750.41	33,281.84	3,611.11	4.78
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.300	05/25/2023 08/25/2021	1,000,000.00	1,000,000.00	1,000,000.00	999,661.59	(338.41)	1,300.00	4.69

SECURITIES HELD

SAN RAFAEL

As of January 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3135G0U43	FANNIE MAE 2.875% 12SEP2023	2.875	09/12/2023	1,000,000.00	1,047,553.22	1,031,347.19	1,070,766.79	39,419.60	11,100.69	4.91
3135G0V34	FANNIE MAE 2.5% 05FEB2024	2.500	02/05/2024	600,000.00	621,262.80	614,932.13	640,923.02	25,990.89	7,333.33	2.91
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	0.350	04/26/2024 10/26/2021	1,200,000.00	1,199,700.00	1,199,721.48	1,199,816.77	95.29	1,108.33	5.62
3135G0V75	FANNIE MAE 1.75% 02JUL2024	1.750	07/02/2024	750,000.00	753,426.75	752,514.45	788,334.62	35,820.17	1,057.29	3.53
Total Government Agencies				11,500,000.00	11,663,651.07	11,582,835.63	11,805,837.33	223,001.70	56,464.57	54.65
Government Bonds										
912828M80	USA TREASURY 2% 30NOV2022	2.000	11/30/2022	750,000.00	762,072.83	757,769.41	775,722.66	17,953.25	2,554.95	3.57
912828U57	USA TREASURY 2.125% 30NOV2023	2.125	11/30/2023	650,000.00	661,529.52	657,971.88	686,003.90	28,032.02	2,352.68	3.10
Total Government Bonds				1,400,000.00	1,423,602.35	1,415,741.29	1,461,726.56	45,985.27	4,907.63	6.67
Municipal/Provincial Bonds										
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	26,926.78	5.81
Total Municipal/Provincial Bonds				1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	26,926.78	5.81
Grand total				20,977,670.26	21,343,676.18	21,197,262.28	21,564,783.07	367,520.79	138,189.80	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of January 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal National Mortgage Association												
3135G0Q89	FANNIE MAE 1.375%	1.375	10/07/2021		AA+	Aaa	1,100,000.00	1,099,318.00	5.15	1,109,669.10	5.15	0.68
3135G0T78	FANNIE MAE 2%	2.000	10/05/2022		AA+	Aaa	600,000.00	601,716.00	2.82	618,798.82	2.87	1.65
3135G0U43	FANNIE MAE 2.875%	2.875	09/12/2023		AA+	Aaa	1,000,000.00	1,047,553.22	4.91	1,070,766.79	4.97	2.51
3135G0V34	FANNIE MAE 2.5%	2.500	02/05/2024		AA+	Aaa	600,000.00	621,262.80	2.91	640,923.02	2.97	2.89
3136G46B4	FANNIE MAE 0.35%	0.350	04/26/2024	10/26/2021	AA+	Aaa	1,200,000.00	1,199,700.00	5.62	1,199,816.77	5.56	1.61
3135G0V75	FANNIE MAE 1.75%	1.750	07/02/2024		AA+	Aaa	750,000.00	753,426.75	3.53	788,334.62	3.66	3.33
Issuer total							5,250,000.00	5,322,976.77	24.94	5,428,309.12	25.17	1.99
Federal Home Loan Banks												
313373ZY1	FEDERAL HOME LOAN	3.625	06/11/2021		AA+	Aaa	1,000,000.00	1,024,040.00	4.80	1,012,752.02	4.70	0.36
313378JP7	FEDERAL HOME LOAN	2.375	09/10/2021		AA+	Aaa	600,000.00	602,430.00	2.82	608,273.89	2.82	0.61
313378WG2	FEDERAL HOME LOAN	2.500	03/11/2022		AA+	Aaa	1,000,000.00	1,016,330.00	4.76	1,026,391.81	4.76	1.09
3130A3KM5	FEDERAL HOME LOAN	2.500	12/09/2022		AA+	Aaa	1,000,000.00	1,021,240.00	4.78	1,044,750.41	4.84	1.82
Issuer total							3,600,000.00	3,664,040.00	17.17	3,692,168.13	17.12	1.01
Federal Home Loan Mortgage Corp												
3137EADB2	FREDDIE MAC 2.375%	2.375	01/13/2022		AA+	Aaa	1,650,000.00	1,676,634.30	7.86	1,685,698.49	7.82	0.95
3134GW2F2	FREDDIE MAC 0.3%	0.300	05/25/2023	08/25/2021	AA+	Aaa	1,000,000.00	1,000,000.00	4.69	999,661.59	4.64	1.19
Issuer total							2,650,000.00	2,676,634.30	12.54	2,685,360.08	12.45	1.04
United States Treasury Note/Bond												
912828M80	USA TREASURY 2%	2.000	11/30/2022		AA+	Aaa	750,000.00	762,072.83	3.57	775,722.66	3.60	1.80
912828U57	USA TREASURY 2.125%	2.125	11/30/2023		AA+	Aaa	650,000.00	661,529.52	3.10	686,003.90	3.18	2.75
Issuer total							1,400,000.00	1,423,602.35	6.67	1,461,726.56	6.78	2.24

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of January 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PT. SAN ASSESS DISTRICT												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,239,200.00	1,239,200.00	5.81	1,239,200.00	5.75	8.56
Issuer total							1,239,200.00	1,239,200.00	5.81	1,239,200.00	5.75	8.56
Bank of America Corp												
06051GHC6	BANK OF AMERICA CORP	3.004	12/20/2023	12/20/2022	A-	A2	500,000.00	525,795.00	2.46	523,777.19	2.43	1.84
06051GHF9	BANK OF AMERICA CORP	3.550	03/05/2024	03/05/2023	A-	A2	500,000.00	535,525.00	2.51	531,769.49	2.47	2.00
Issuer total							1,000,000.00	1,061,320.00	4.97	1,055,546.68	4.89	1.92
American Express Credit Corp												
0258M0EB1	AMERICAN EXPRESS	2.250	05/05/2021	04/04/2021	A-	A2	550,000.00	552,667.50	2.59	551,940.06	2.56	0.18
Issuer total							550,000.00	552,667.50	2.59	551,940.06	2.56	0.18
PNC Financial Services Group Inc/The												
693475AV7	PNC FINANCIAL	3.500	01/23/2024	12/24/2023	A-	A3	500,000.00	523,455.00	2.45	543,830.80	2.52	2.78
Issuer total							500,000.00	523,455.00	2.45	543,830.80	2.52	2.78
Wells Fargo Bank NA												
94988J5R4	WELLS FARGO BANK NA	3.550	08/14/2023	07/14/2023	A+	Aa2	500,000.00	539,535.00	2.53	538,769.62	2.50	2.33
Issuer total							500,000.00	539,535.00	2.53	538,769.62	2.50	2.33
Apple Inc												
037833AK6	APPLE INC 2.4%	2.400	05/03/2023		AA+	Aa1	500,000.00	506,880.00	2.37	523,666.92	2.43	2.19
Issuer total							500,000.00	506,880.00	2.37	523,666.92	2.43	2.19
Walmart Inc												
931142DH3	WALMART INC 2.55%	2.550	04/11/2023	01/11/2023	AA	Aa2	500,000.00	509,155.00	2.39	522,440.91	2.42	1.90
Issuer total							500,000.00	509,155.00	2.39	522,440.91	2.42	1.90

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of January 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Caterpillar Inc												
149123BX8	CATERPILLAR INC 2.6%	2.600	06/26/2022	03/26/2022	A	A3	500,000.00	500,300.00	2.34	512,997.36	2.38	1.13
Issuer total							500,000.00	500,300.00	2.34	512,997.36	2.38	1.13
Pfizer Inc												
717081DZ3	PFIZER INC 2.2%	2.200	12/15/2021		A+	A2	500,000.00	503,615.00	2.36	508,482.72	2.36	0.87
Issuer total							500,000.00	503,615.00	2.36	508,482.72	2.36	0.87
Citibank NA												
17325FAQ1	CITIBANK NA 3.4%	3.400	07/23/2021	06/23/2021	A+	Aa3	500,000.00	507,030.00	2.38	506,314.74	2.35	0.40
Issuer total							500,000.00	507,030.00	2.38	506,314.74	2.35	0.40
US Bancorp												
91159HHA1	US BANCORP 4.125%	4.125	05/24/2021	04/23/2021	A+	A1	500,000.00	514,880.00	2.41	504,294.11	2.34	0.23
Issuer total							500,000.00	514,880.00	2.41	504,294.11	2.34	0.23
Walt Disney Co/The												
254687CK0	WALT DISNEY	4.500	02/15/2021		BBB+	A2	500,000.00	515,190.00	2.41	500,765.00	2.32	0.05
Issuer total							500,000.00	515,190.00	2.41	500,765.00	2.32	0.05
JPMorgan Chase & Co												
46625HQJ2	JPMORGAN CHASE & CO	2.550	03/01/2021		A-	A2	500,000.00	494,725.00	2.32	500,500.00	2.32	0.08
Issuer total							500,000.00	494,725.00	2.32	500,500.00	2.32	0.08
Cash and Cash Equivalent												
	INVESTED CASH	0.000					288,470.26	288,470.26	0.00	288,470.26	1.34	0.00
Issuer total							288,470.26	288,470.26	0.00	288,470.26	1.34	0.00
Grand total							20,977,670.26	21,343,676.18	100.00	21,564,783.07	100.00	1.84

SECURITIES PURCHASED

For the period January 1, 2021 - January 31, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest
Corporate Bonds								
94988J5R4	WELLS FARGO BANK NA 3.55% WELLS FARGO SECURITIES, LLC	01/21/2021 01/25/2021	3.550	08/14/2023 07/14/2023	500,000.00	107.91	(539,535.00)	(7,938.19)
Total Corporate Bonds					500,000.00		(539,535.00)	(7,938.19)
Grand total					500,000.00		(539,535.00)	(7,938.19)

SECURITIES SOLD AND MATURED

For the period January 1, 2021 - January 31, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity	Price	Fair value at sale or maturity	Realized gain (loss)	Accrued interest sold
Corporate Bonds											
94974BFR6	WELLS FARGO & CO NEW MEDIUM TERM SR NTS 3 DUE 01-22-2021	01/22/2021 01/22/2021	3.000		(500,000.00)	501,180.00	500,000.00	0.00	500,000.00	0.00	0.00
Total (Corporate Bonds)					(500,000.00)	501,180.00	500,000.00		500,000.00	0.00	0.00
Government Agencies											
3133EJ4Q9	FEDERAL FARM CREDIT BANK 2.55% DUE 01-11-2021	01/11/2021 01/11/2021	2.550		(500,000.00)	499,100.00	500,000.00	0.00	500,000.00	0.00	0.00
Total (Government Agencies)					(500,000.00)	499,100.00	500,000.00		500,000.00	0.00	0.00
Grand total					(1,000,000.00)	1,000,280.00	1,000,000.00		1,000,000.00	0.00	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period January 1, 2021 - January 31, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Cash						
	Cash and Cash Equivalents	0.00	0.00	0.00	1.31	1.31
Total Cash		0.00	0.00	0.00	1.31	1.31
Corporate Bonds						
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 04APR21)	(170.99)	0.00	(866.56)	1,031.25	0.00
037833AK6	APPLE INC 2.4% 03MAY2023	(157.92)	0.00	(815.05)	1,000.00	0.00
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	(984.55)	0.00	(2,477.81)	1,251.67	0.00
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	(1,123.02)	0.00	(2,375.34)	1,479.17	0.00
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 26MAR22)	(8.73)	0.00	(1,014.84)	1,083.33	0.00
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	(283.09)	0.00	(1,049.85)	1,416.67	8,500.00
46625HQJ2	JPMORGAN CHASE & CO 2.55% 01MAR2021 (CALLABLE 18FEB21)	209.05	0.00	(296.48)	1,062.50	0.00
717081DZ3	PFIZER INC 2.2% 15DEC2021	(150.84)	0.00	(1,229.76)	916.67	0.00
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	(443.10)	0.00	(1,102.18)	1,458.33	8,750.00
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	(918.52)	0.00	(1,505.70)	1,718.75	0.00
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	(229.84)	0.00	(1,371.02)	1,062.50	0.00
254687CK0	WALT DISNEY COMPANY/THE 4.5% 15FEB2021	(1,087.59)	0.00	(1,568.34)	1,875.00	0.00
94974BFR6	WELLS FARGO & CO NEW MEDIUM TERM SR NTS 3 DUE 01-22-2021	(85.11)	0.00	(649.75)	875.00	7,500.00
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	(442.23)	0.00	(765.38)	295.84	0.00
Total Corporate Bonds		(5,876.48)	0.00	(17,088.06)	16,526.68	24,750.00
Government Agencies						
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	7.16	0.00	(34.55)	350.00	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period January 1, 2021 - January 31, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	34.21	0.00	(826.22)	1,260.41	0.00
3135G0V75	FANNIE MAE 1.75% 02JUL2024	(61.23)	0.00	(1,349.18)	1,093.75	6,562.50
3135G0T78	FANNIE MAE 2% 05OCT2022	(44.12)	0.00	(779.18)	1,000.00	0.00
3135G0V34	FANNIE MAE 2.5% 05FEB2024	(412.87)	0.00	(1,715.26)	1,250.00	0.00
3135G0U43	FANNIE MAE 2.875% 12SEP2023	(998.32)	0.00	(737.33)	2,395.83	0.00
3133EJ4Q9	FEDERAL FARM CREDIT BANK 2.55% DUE 01-11-2021	14.00	0.00	(258.77)	354.17	6,375.00
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	(87.20)	0.00	(849.22)	1,187.50	0.00
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	(514.29)	0.00	(669.07)	2,083.33	0.00
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	(495.35)	0.00	(1,909.72)	2,083.33	0.00
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	(884.91)	0.00	(2,749.37)	3,020.83	0.00
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.00	0.00	9.97	250.00	0.00
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	(969.70)	0.00	(2,449.51)	3,265.63	19,593.75
Total Government Agencies		(4,412.62)	0.00	(14,317.41)	19,594.78	32,531.25
Government Bonds						
912828M80	USA TREASURY 2% 30NOV2022	(360.56)	0.00	(1,142.57)	1,277.48	0.00
912828U57	USA TREASURY 2.125% 30NOV2023	(239.24)	0.00	(1,244.15)	1,176.34	0.00
Total Government Bonds		(599.80)	0.00	(2,386.72)	2,453.82	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period January 1, 2021 - January 31, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Municipal/Provincial Bonds						
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	0.00	0.00	0.00	5,421.50	0.00
Total Municipal/Provincial Bonds		0.00	0.00	0.00	5,421.50	0.00
Grand total		(10,888.90)	0.00	(33,792.19)	43,998.09	57,282.56

TRANSACTION REPORT

For the period January 1, 2021 - January 31, 2021

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
01/02/2021 01/02/2021	3135G0V75	Income	Government Agencies	FANNIE MAE 1.75% 02JUL2024	07/02/2024	750,000.00	0.00	0.00	6,562.50	6,562.50
01/11/2021 01/11/2021	3133EJ4Q9	Income	Government Agencies	FEDERAL FARM CREDIT BANK	01/11/2021	500,000.00	0.00	0.00	6,375.00	6,375.00
01/11/2021 01/11/2021	3133EJ4Q9	Capital Change	Government Agencies	FEDERAL FARM CREDIT BANK	01/11/2021	(500,000.00)	0.00	500,000.00	0.00	500,000.00
01/13/2021 01/13/2021	3137EADB2	Income	Government Agencies	FREDDIE MAC 2.375%	01/13/2022	1,650,000.00	0.00	0.00	19,593.75	19,593.75
01/21/2021 01/25/2021	94988J5R4	Bought	Corporate Bonds	WELLS FARGO BANK NA 3.55%	08/14/2023	500,000.00	0.00	(539,535.00)	(7,938.19)	(547,473.19)
01/22/2021 01/22/2021	94974BFR6	Income	Corporate Bonds	WELLS FARGO & CO NEW	01/22/2021	500,000.00	0.00	0.00	7,500.00	7,500.00
01/22/2021 01/22/2021	94974BFR6	Capital Change	Corporate Bonds	WELLS FARGO & CO NEW	01/22/2021	(500,000.00)	0.00	500,000.00	0.00	500,000.00
01/23/2021 01/23/2021	17325FAQ1	Income	Corporate Bonds	CITIBANK NA 3.4% 23JUL2021	07/23/2021	500,000.00	0.00	0.00	8,500.00	8,500.00
01/23/2021 01/23/2021	693475AV7	Income	Corporate Bonds	PNC FINANCIAL SERVICES 3.5%	01/23/2024	500,000.00	0.00	0.00	8,750.00	8,750.00
01/31/2021		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	1.31	1.31

ADDITIONAL INFORMATION

As of January 31, 2021

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of January 31, 2021

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SAN RAFAEL

February 2021



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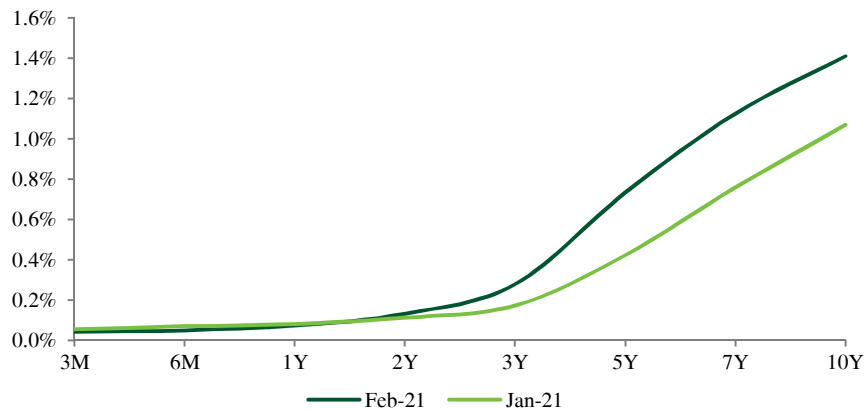
As of February 28, 2021

Chart 1: 10-year inflation 'breakeven' trades around 2-year highs



Source: Bloomberg Finance LP, February 28, 2021.

Chart 2: Yield curve steepens further



Source: Bloomberg Finance LP, February 28, 2021.

Economic Indicators and Monetary Policy

The House of Representatives passed the Biden administration's \$1.9trn fiscal pandemic-relief plan by a margin of 219 to 212 votes. The package includes \$1,400 stimulus checks, enhanced jobless benefits and fresh funding for vaccines and testing. It also includes a minimum-wage measure which has little prospect of passing in the Senate.

The US passed a threshold of 500,000 COVID-19 deaths since the start of the pandemic. However, on a more positive note there was an encouraging acceleration in vaccinations, with the US performing almost 2.5m daily by the end of the month. Hospitalization rates also continued to fall and as a result, social restrictions continued to be scaled back. New vaccine efficacy data released internationally painted an increasingly encouraging picture of the effectiveness of vaccines.

Fed Chair Jerome Powell emphasized the continued need for accommodation even as the economic outlook improves, this helped 10-year inflation expectations trade around 2-year highs (Chart 1). At the end of the month there was also a particularly sharp sell-off in longer-dated Treasuries (Chart 2), with 10-year yields reaching a 1-year high.

Economic data was generally encouraging. Q4 real GDP was revised up to 4.1% from 4.0% largely due to stronger residential and equipment investment. Personal incomes rose 10% (month-on-month), mostly reflecting the disbursement of the \$600 stimulus checks. Durable goods orders rose 3.4%, stronger than consensus expectations of 1.1%, and leading to a pick-up in other industrial sector data.

At the start of the month, payrolls data disappointed, with just 49,000 new jobs added in January, versus 105,000 expected. The ISM manufacturing PMI slid 1.8pts to 58.7, reflecting some cooling of new orders and production amid intensifying supply pressures, albeit the index remained at strong levels.

Interest Rate Summary

The Treasury yield curve continued to steepen over the month, with long-dated yields pushing higher (Chart 2). At the end of February, the 3-month US Treasury bill yielded 0.04%, the 6-month US Treasury bill yielded 0.05%, the 2-year US Treasury note yielded 0.13%, the 5-year US Treasury note yielded 0.73% and the 10-year US Treasury note yielded 1.41%.

ACTIVITY AND PERFORMANCE SUMMARY

For the period February 1, 2021 - February 28, 2021

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		21,197,262.28
Income received	29,222.63	
Total receipts		29,222.63
Expenses paid	(127.03)	
Total disbursements		(127.03)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		90.59
Change in accruals from security movement		0.00
Total amortization expense		(12,961.13)
Total OID/MKT accretion income		167.05
Return of capital		0.00
Closing balance		21,213,654.39
Ending fair value		21,537,538.52
Unrealized gain (loss)		323,884.13

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	2.98	0.00	0.00	2.98
Corporate Bonds	14,975.67	(7,793.68)	90.59	7,272.58
Government Agencies	17,316.57	(4,458.66)	0.00	12,857.91
Government Bonds	2,216.34	(541.74)	0.00	1,674.60
Municipal/Provincial Bonds	4,879.35	0.00	0.00	4,879.35
Total	39,390.91	(12,794.08)	90.59	26,687.42

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.13	0.04	0.01
Overnight Repo	0.14	0.05	0.01
Merrill Lynch 3m US Treas Bill	0.09	0.03	0.00
Merrill Lynch 6m US Treas Bill	0.10	0.04	0.00
ML 1 Year US Treasury Note	0.15	0.05	0.01
ML 2 Year US Treasury Note	0.18	0.07	0.01
ML 5 Year US Treasury Note	0.38	0.19	0.04

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	39,390.91
Accretion (amortization)	(12,794.08)
Realized gain (loss) on sales	90.59
Total income on portfolio	26,687.42
Average daily amortized cost	21,206,151.58
Period return (%)	0.13
YTD return (%)	0.28
Weighted average final maturity in days	855

ACTIVITY AND PERFORMANCE SUMMARY

For the period February 1, 2021 - February 28, 2021

<u>Fair Value Basis Activity Summary</u>		
Opening balance		21,564,783.07
Income received	29,222.63	
Total receipts		29,222.63
Expenses paid	(127.03)	
Total disbursements		(127.03)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		(56,340.15)
Ending fair value		21,537,538.52

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	2.98	0.00	2.98
Corporate Bonds	14,975.67	(20,354.24)	(5,378.57)
Government Agencies	17,316.57	(31,357.01)	(14,040.44)
Government Bonds	2,216.34	(4,628.90)	(2,412.56)
Municipal/Provincial Bonds	4,879.35	0.00	4,879.35
Total	39,390.91	(56,340.15)	(16,949.24)

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.13	0.04	0.01
Overnight Repo	0.14	0.05	0.01
ICE Bofa 3 Months US T-BILL	0.40	0.06	0.01
ICE Bofa 6m US Treas Bill	0.66	0.10	0.02
ICE Bofa 1 Yr US Treasury Note	1.14	0.13	0.02
ICE BofA US Treasury 1-3	1.60	0.01	(0.08)
ICE BofA US Treasury 1-5	1.72	(0.38)	(0.38)

* rates reflected are cumulative

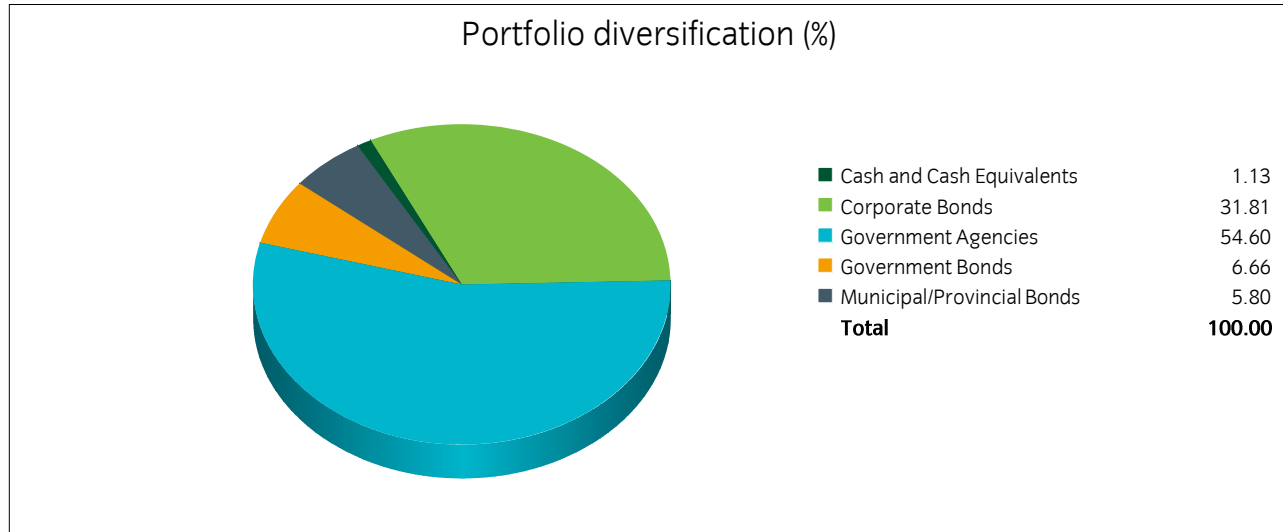
<u>Summary of Fair Value Basis Return for the Period</u>		Total portfolio
Interest earned		39,390.91
Change in fair value		(56,340.15)
Total income on portfolio		(16,949.24)
Average daily total value *		21,702,577.70
Period return (%)		(0.08)
YTD return (%)		(0.03)
Weighted average final maturity in days		855

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of February 28, 2021

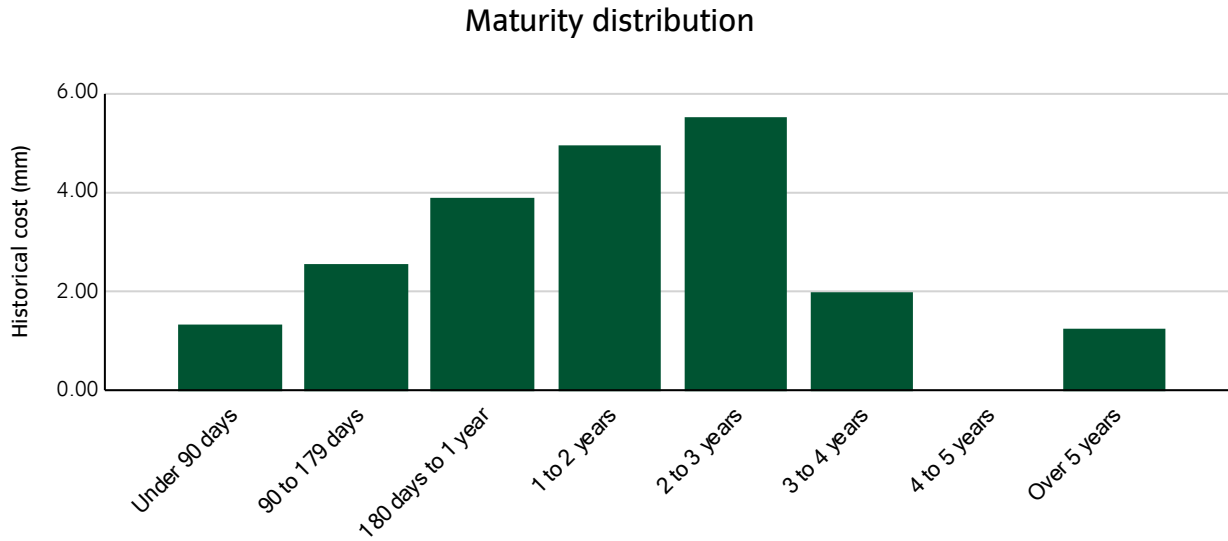
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	241,390.86	241,390.86	241,390.86	0.00	1	1.13	0.00
Corporate Bonds	6,795,012.50	6,739,487.01	6,825,369.68	85,882.67	694	31.81	1.54
Government Agencies	11,663,651.07	11,578,376.97	11,774,480.32	196,103.35	615	54.60	1.40
Government Bonds	1,423,602.35	1,415,199.55	1,457,097.66	41,898.11	812	6.66	2.17
Municipal/Provincial Bonds	1,239,200.00	1,239,200.00	1,239,200.00	0.00	4,206	5.80	8.67
Total	21,362,856.78	21,213,654.39	21,537,538.52	323,884.13	855	100.00	1.90



MATURITY DISTRIBUTION OF SECURITIES HELD

As of February 28, 2021

Maturity	Historic cost	Percent
Under 90 days	1,308,938.36	6.13
90 to 179 days	2,531,070.00	11.85
180 days to 1 year	3,881,997.30	18.17
1 to 2 years	4,936,608.83	23.11
2 to 3 years	5,511,915.54	25.80
3 to 4 years	1,953,126.75	9.14
4 to 5 years	0.00	0.00
Over 5 years	1,239,200.00	5.80
	21,362,856.78	100.00



SECURITIES HELD

As of February 28, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		241,390.86	241,390.86	241,390.86	241,390.86	0.00	0.00	1.13
Total Cash and Cash Equivalents				241,390.86	241,390.86	241,390.86	241,390.86	0.00	0.00	1.13
Corporate Bonds										
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 05APR21)	2.250	05/05/2021 04/04/2021	550,000.00	552,667.50	550,193.79	551,045.00	851.21	3,884.38	2.59
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	4.125	05/24/2021 04/23/2021	500,000.00	514,880.00	501,622.72	502,775.56	1,152.84	5,385.42	2.41
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	3.400	07/23/2021 06/23/2021	500,000.00	507,030.00	501,066.30	504,899.80	3,833.50	1,652.78	2.37
717081DZ3	PFIZER INC 2.2% 15DEC2021	2.200	12/15/2021	500,000.00	503,615.00	501,432.93	507,126.48	5,693.55	2,230.56	2.36
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 15MAR21)	2.600	06/26/2022 03/26/2022	500,000.00	500,300.00	500,112.32	511,936.31	11,823.99	2,238.89	2.34
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	2.550	04/11/2023 01/11/2023	500,000.00	509,155.00	505,140.59	521,072.01	15,931.42	4,852.08	2.38
037833AK6	APPLE INC 2.4% 03MAY2023	2.400	05/03/2023	500,000.00	506,880.00	504,121.68	522,362.10	18,240.42	3,833.33	2.37
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	3.550	08/14/2023 07/14/2023	500,000.00	539,535.00	537,766.10	538,060.38	294.28	690.28	2.53
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	3.004	12/20/2023 12/20/2022	500,000.00	525,795.00	521,331.74	522,020.04	688.30	2,837.11	2.46
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	3.500	01/23/2024 12/24/2023	500,000.00	523,455.00	514,962.16	542,089.59	27,127.43	1,701.39	2.45

SECURITIES HELD

SAN RAFAEL

As of February 28, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
88579YBB6	3M COMPANY 3.25% 14FEB2024 (CALLABLE 14JAN24)	3.250	02/14/2024 01/14/2024	500,000.00	541,935.00	541,178.34	539,589.02	(1,589.32)	631.94	2.54
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	3.550	03/05/2024 03/05/2023	500,000.00	535,525.00	527,139.75	530,107.32	2,967.57	8,529.86	2.51
46647PAP1	JPMORGAN CHASE & CO 3.559% 23APR2024 (CALLABLE 23APR23)	3.559	04/23/2024 04/23/2023	500,000.00	534,240.00	533,418.59	532,286.07	(1,132.52)	6,178.82	2.50
Total Corporate Bonds				6,550,000.00	6,795,012.50	6,739,487.01	6,825,369.68	85,882.67	44,646.84	31.81
Government Agencies										
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	3.625	06/11/2021	1,000,000.00	1,024,040.00	1,002,979.19	1,009,888.98	6,909.79	7,753.47	4.79
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	2.375	09/10/2021	600,000.00	602,430.00	600,552.27	607,462.22	6,909.95	6,650.00	2.82
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	1.375	10/07/2021	1,100,000.00	1,099,318.00	1,099,752.52	1,108,526.07	8,773.55	5,923.96	5.15
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	2.375	01/13/2022	1,650,000.00	1,676,634.30	1,660,117.16	1,682,534.63	22,417.47	4,898.44	7.85
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	2.500	03/11/2022	1,000,000.00	1,016,330.00	1,006,125.81	1,024,470.59	18,344.78	11,597.22	4.76
3135G0T78	FANNIE MAE 2% 05OCT2022	2.000	10/05/2022	600,000.00	601,716.00	600,845.50	617,776.51	16,931.01	4,766.67	2.82
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	2.500	12/09/2022	1,000,000.00	1,021,240.00	1,010,954.29	1,041,352.76	30,398.47	5,486.11	4.78
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.300	05/25/2023 08/25/2021	1,000,000.00	1,000,000.00	1,000,000.00	1,000,543.41	543.41	25.00	4.68

SECURITIES HELD

SAN RAFAEL

As of February 28, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3135G0U43	FANNIE MAE 2.875% 12SEP2023	2.875	09/12/2023	1,000,000.00	1,047,553.22	1,030,348.87	1,065,131.58	34,782.71	13,256.94	4.90
3135G0V34	FANNIE MAE 2.5% 05FEB2024	2.500	02/05/2024	600,000.00	621,262.80	614,519.26	637,810.99	23,291.73	958.33	2.91
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	0.350	04/26/2024 10/26/2021	1,200,000.00	1,199,700.00	1,199,728.88	1,195,482.88	(4,246.00)	1,423.33	5.62
3135G0V75	FANNIE MAE 1.75% 02JUL2024	1.750	07/02/2024	750,000.00	753,426.75	752,453.22	783,499.70	31,046.48	2,041.67	3.53
Total Government Agencies				11,500,000.00	11,663,651.07	11,578,376.97	11,774,480.32	196,103.35	64,781.14	54.60
Government Bonds										
912828M80	USA TREASURY 2% 30NOV2022	2.000	11/30/2022	750,000.00	762,072.83	757,443.75	774,140.63	16,696.88	3,708.79	3.57
912828U57	USA TREASURY 2.125% 30NOV2023	2.125	11/30/2023	650,000.00	661,529.52	657,755.80	682,957.03	25,201.23	3,415.18	3.10
Total Government Bonds				1,400,000.00	1,423,602.35	1,415,199.55	1,457,097.66	41,898.11	7,123.97	6.66
Municipal/Provincial Bonds										
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	31,806.13	5.80
Total Municipal/Provincial Bonds				1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	31,806.13	5.80
Grand total				20,930,590.86	21,362,856.78	21,213,654.39	21,537,538.52	323,884.13	148,358.08	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of February 28, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal National Mortgage Association												
3135G0Q89	FANNIE MAE 1.375%	1.375	10/07/2021		AA+	Aaa	1,100,000.00	1,099,318.00	5.15	1,108,526.07	5.15	0.61
3135G0T78	FANNIE MAE 2%	2.000	10/05/2022		AA+	Aaa	600,000.00	601,716.00	2.82	617,776.51	2.87	1.57
3135G0U43	FANNIE MAE 2.875%	2.875	09/12/2023		AA+	Aaa	1,000,000.00	1,047,553.22	4.90	1,065,131.58	4.95	2.43
3135G0V34	FANNIE MAE 2.5%	2.500	02/05/2024		AA+	Aaa	600,000.00	621,262.80	2.91	637,810.99	2.96	2.85
3136G46B4	FANNIE MAE 0.35%	0.350	04/26/2024	10/26/2021	AA+	Aaa	1,200,000.00	1,199,700.00	5.62	1,195,482.88	5.55	1.76
3135G0V75	FANNIE MAE 1.75%	1.750	07/02/2024		AA+	Aaa	750,000.00	753,426.75	3.53	783,499.70	3.64	3.26
Issuer total							5,250,000.00	5,322,976.77	24.92	5,408,227.73	25.11	1.97
Federal Home Loan Banks												
313373ZY1	FEDERAL HOME LOAN	3.625	06/11/2021		AA+	Aaa	1,000,000.00	1,024,040.00	4.79	1,009,888.98	4.69	0.29
313378JP7	FEDERAL HOME LOAN	2.375	09/10/2021		AA+	Aaa	600,000.00	602,430.00	2.82	607,462.22	2.82	0.53
313378WG2	FEDERAL HOME LOAN	2.500	03/11/2022		AA+	Aaa	1,000,000.00	1,016,330.00	4.76	1,024,470.59	4.76	1.01
3130A3KM5	FEDERAL HOME LOAN	2.500	12/09/2022		AA+	Aaa	1,000,000.00	1,021,240.00	4.78	1,041,352.76	4.84	1.74
Issuer total							3,600,000.00	3,664,040.00	17.15	3,683,174.55	17.10	0.93
Federal Home Loan Mortgage Corp												
3137EADB2	FREDDIE MAC 2.375%	2.375	01/13/2022		AA+	Aaa	1,650,000.00	1,676,634.30	7.85	1,682,534.63	7.81	0.87
3134GW2F2	FREDDIE MAC 0.3%	0.300	05/25/2023	08/25/2021	AA+	Aaa	1,000,000.00	1,000,000.00	4.68	1,000,543.41	4.65	0.99
Issuer total							2,650,000.00	2,676,634.30	12.53	2,683,078.04	12.46	0.91
United States Treasury Note/Bond												
912828M80	USA TREASURY 2%	2.000	11/30/2022		AA+	Aaa	750,000.00	762,072.83	3.57	774,140.63	3.59	1.72
912828U57	USA TREASURY 2.125%	2.125	11/30/2023		AA+	Aaa	650,000.00	661,529.52	3.10	682,957.03	3.17	2.68
Issuer total							1,400,000.00	1,423,602.35	6.66	1,457,097.66	6.77	2.17

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of February 28, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PT. SAN ASSESS DISTRICT												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,239,200.00	1,239,200.00	5.80	1,239,200.00	5.75	8.67
Issuer total							1,239,200.00	1,239,200.00	5.80	1,239,200.00	5.75	8.67
Bank of America Corp												
06051GHC6	BANK OF AMERICA CORP	3.004	12/20/2023	12/20/2022	A-	A2	500,000.00	525,795.00	2.46	522,020.04	2.42	1.76
06051GHF9	BANK OF AMERICA CORP	3.550	03/05/2024	03/05/2023	A-	A2	500,000.00	535,525.00	2.51	530,107.32	2.46	1.93
Issuer total							1,000,000.00	1,061,320.00	4.97	1,052,127.36	4.89	1.85
American Express Credit Corp												
0258M0EB1	AMERICAN EXPRESS	2.250	05/05/2021	04/04/2021	A-	A2	550,000.00	552,667.50	2.59	551,045.00	2.56	0.10
Issuer total							550,000.00	552,667.50	2.59	551,045.00	2.56	0.10
PNC Financial Services Group Inc/The												
693475AV7	PNC FINANCIAL	3.500	01/23/2024	12/24/2023	A-	A3	500,000.00	523,455.00	2.45	542,089.59	2.52	2.70
Issuer total							500,000.00	523,455.00	2.45	542,089.59	2.52	2.70
3M Co												
88579YBB6	3M COMPANY 3.25%	3.250	02/14/2024	01/14/2024	A+	A1	500,000.00	541,935.00	2.54	539,589.02	2.51	2.77
Issuer total							500,000.00	541,935.00	2.54	539,589.02	2.51	2.77
Wells Fargo Bank NA												
94988J5R4	WELLS FARGO BANK NA	3.550	08/14/2023	07/14/2023	A+	Aa2	500,000.00	539,535.00	2.53	538,060.38	2.50	2.30
Issuer total							500,000.00	539,535.00	2.53	538,060.38	2.50	2.30
JPMorgan Chase & Co												
46647PAP1	JPMORGAN CHASE & CO	3.559	04/23/2024	04/23/2023	A-	A2	500,000.00	534,240.00	2.50	532,286.07	2.47	2.06
Issuer total							500,000.00	534,240.00	2.50	532,286.07	2.47	2.06

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of February 28, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Apple Inc												
037833AK6	APPLE INC 2.4%	2.400	05/03/2023		AA+	Aa1	500,000.00	506,880.00	2.37	522,362.10	2.43	2.11
Issuer total							500,000.00	506,880.00	2.37	522,362.10	2.43	2.11
Walmart Inc												
931142DH3	WALMART INC 2.55%	2.550	04/11/2023	01/11/2023	AA	Aa2	500,000.00	509,155.00	2.38	521,072.01	2.42	1.83
Issuer total							500,000.00	509,155.00	2.38	521,072.01	2.42	1.83
Caterpillar Inc												
149123BX8	CATERPILLAR INC 2.6%	2.600	06/26/2022	03/26/2022	A	A3	500,000.00	500,300.00	2.34	511,936.31	2.38	1.06
Issuer total							500,000.00	500,300.00	2.34	511,936.31	2.38	1.06
Pfizer Inc												
717081DZ3	PFIZER INC 2.2%	2.200	12/15/2021		A+	A2	500,000.00	503,615.00	2.36	507,126.48	2.35	0.79
Issuer total							500,000.00	503,615.00	2.36	507,126.48	2.35	0.79
Citibank NA												
17325FAQ1	CITIBANK NA 3.4%	3.400	07/23/2021	06/23/2021	A+	Aa3	500,000.00	507,030.00	2.37	504,899.80	2.34	0.32
Issuer total							500,000.00	507,030.00	2.37	504,899.80	2.34	0.32
US Bancorp												
91159HHA1	US BANCORP 4.125%	4.125	05/24/2021	04/23/2021	A+	A1	500,000.00	514,880.00	2.41	502,775.56	2.33	0.15
Issuer total							500,000.00	514,880.00	2.41	502,775.56	2.33	0.15
Cash and Cash Equivalent												
	INVESTED CASH	0.000					241,390.86	241,390.86	0.00	241,390.86	1.12	0.00
Issuer total							241,390.86	241,390.86	0.00	241,390.86	1.12	0.00
Grand total							20,930,590.86	21,362,856.78	100.00	21,537,538.52	100.00	1.90

SECURITIES PURCHASED

For the period February 1, 2021 - February 28, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest
Corporate Bonds								
88579YBB6	3M COMPANY 3.25% 14FEB2024 BARCLAYS CAPITAL	02/12/2021 02/17/2021	3.250	02/14/2024 01/14/2024	500,000.00	108.39	(541,935.00)	(135.42)
46647PAP1	JPMORGAN CHASE & CO 3.559% J.P. MORGAN SECURITIES LLC	02/12/2021 02/18/2021	3.559	04/23/2024 04/23/2023	500,000.00	106.85	(534,240.00)	(5,684.51)
Total Corporate Bonds					1,000,000.00		(1,076,175.00)	(5,819.93)
Grand total					1,000,000.00		(1,076,175.00)	(5,819.93)

SECURITIES SOLD AND MATURED

For the period February 1, 2021 - February 28, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity	Price	Fair value at sale or maturity	Realized gain (loss)	Accrued interest sold
Corporate Bonds											
254687CK0	DISNEY WALT CO SR NT 4.5% 02-15-2021	02/16/2021 02/16/2021	4.500		(500,000.00)	515,190.00	500,000.00	0.00	500,000.00	0.00	0.00
46625HQJ2	JPMORGAN CHASE & CO 2.55% 01MAR2021 (CALLABLE 18FEB21)	02/18/2021 02/18/2021	2.550		(500,000.00)	494,725.00	499,909.41	0.00	500,000.00	90.59	0.00
Total (Corporate Bonds)					(1,000,000.00)	1,009,915.00	999,909.41		1,000,000.00	90.59	0.00
Grand total					(1,000,000.00)	1,009,915.00	999,909.41		1,000,000.00	90.59	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period February 1, 2021 - February 28, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Cash						
	Cash and Cash Equivalents	0.00	0.00	0.00	2.98	2.98
Total Cash		0.00	0.00	0.00	2.98	2.98
Corporate Bonds						
88579YBB6	3M COMPANY 3.25% 14FEB2024 (CALLABLE 14JAN24)	(756.66)	0.00	(2,345.98)	496.52	0.00
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 05APR21)	(171.00)	0.00	(895.06)	928.13	0.00
037833AK6	APPLE INC 2.4% 03MAY2023	(157.92)	0.00	(1,304.82)	900.00	0.00
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	(984.54)	0.00	(1,757.15)	1,126.50	0.00
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	(1,123.03)	0.00	(1,662.17)	1,331.25	0.00
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 15MAR21)	(8.73)	0.00	(1,061.05)	975.00	0.00
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	(283.08)	0.00	(1,414.94)	1,275.00	0.00
254687CK0	DISNEY WALT CO SR NT 4.5% 02-15-2021	(543.79)	0.00	(765.00)	875.00	11,250.00
46625HQJ2	JPMORGAN CHASE & CO 2.55% 01 MAR2021 (CALLABLE 18FEB21)	125.43	90.59	(500.00)	602.08	5,914.58
46647PAP1	JPMORGAN CHASE & CO 3.559% 23APR2024 (CALLABLE 23APR23)	(821.41)	0.00	(1,953.93)	494.31	0.00
717081DZ3	PFIZER INC 2.2% 15DEC2021	(150.83)	0.00	(1,356.24)	825.00	0.00
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	(443.11)	0.00	(1,741.21)	1,312.50	0.00
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	(918.51)	0.00	(1,518.55)	1,546.88	0.00
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	(229.83)	0.00	(1,368.90)	956.25	0.00
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	(1,326.67)	0.00	(709.24)	1,331.25	8,875.00
Total Corporate Bonds		(7,793.68)	90.59	(20,354.24)	14,975.67	26,039.58

DETAIL OF RETURN AND INTEREST RECEIVED

For the period February 1, 2021 - February 28, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	7.40	0.00	(4,333.89)	315.00	0.00
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	34.22	0.00	(1,143.03)	1,134.38	0.00
3135G0V75	FANNIE MAE 1.75% 02JUL2024	(61.23)	0.00	(4,834.92)	984.38	0.00
3135G0T78	FANNIE MAE 2% 05OCT2022	(44.11)	0.00	(1,022.31)	900.00	0.00
3135G0V34	FANNIE MAE 2.5% 05FEB2024	(412.87)	0.00	(3,112.03)	1,125.00	7,500.00
3135G0U43	FANNIE MAE 2.875% 12SEP2023	(998.32)	0.00	(5,635.21)	2,156.25	0.00
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	(87.20)	0.00	(811.67)	1,068.75	0.00
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	(514.28)	0.00	(3,397.65)	1,875.00	0.00
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	(495.35)	0.00	(1,921.22)	1,875.00	0.00
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	(884.91)	0.00	(2,863.04)	2,718.75	0.00
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.00	0.00	881.82	225.00	1,500.00
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	(1,002.01)	0.00	(3,163.86)	2,939.06	0.00
Total Government Agencies		(4,458.66)	0.00	(31,357.01)	17,316.57	9,000.00
Government Bonds						
912828M80	USA TREASURY 2% 30NOV2022	(325.66)	0.00	(1,582.03)	1,153.84	0.00
912828U57	USA TREASURY 2.125% 30NOV2023	(216.08)	0.00	(3,046.87)	1,062.50	0.00
Total Government Bonds		(541.74)	0.00	(4,628.90)	2,216.34	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period February 1, 2021 - February 28, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Municipal/Provincial Bonds						
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	0.00	0.00	0.00	4,879.35	0.00
Total Municipal/Provincial Bonds		0.00	0.00	0.00	4,879.35	0.00
Grand total		(12,794.08)	90.59	(56,340.15)	39,390.91	35,042.56

TRANSACTION REPORT

For the period February 1, 2021 - February 28, 2021

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
02/05/2021 02/05/2021	3135G0V34	Income	Government Agencies	FANNIE MAE 2.5% 05FEB2024	02/05/2024	600,000.00	0.00	0.00	7,500.00	7,500.00
02/12/2021 02/18/2021	46647PAP1	Bought	Corporate Bonds	JPMORGAN CHASE & CO	04/23/2024	500,000.00	0.00	(534,240.00)	(5,684.51)	(539,924.51)
02/12/2021 02/17/2021	88579YBB6	Bought	Corporate Bonds	3M COMPANY 3.25%	02/14/2024	500,000.00	0.00	(541,935.00)	(135.42)	(542,070.42)
02/15/2021 02/15/2021	254687CK0	Income	Corporate Bonds	DISNEY WALT CO SR NT 4.5%	02/15/2021	500,000.00	0.00	0.00	11,250.00	11,250.00
02/16/2021 02/16/2021	254687CK0	Capital Change	Corporate Bonds	DISNEY WALT CO SR NT 4.5%	02/15/2021	(500,000.00)	0.00	500,000.00	0.00	500,000.00
02/16/2021 02/16/2021	94988J5R4	Income	Corporate Bonds	WELLS FARGO BANK NA 3.55%	08/14/2023	500,000.00	0.00	0.00	8,875.00	8,875.00
02/18/2021 02/18/2021	46625HQJ2	Income	Corporate Bonds	JPMORGAN CHASE & CO 2.55%	03/01/2021	500,000.00	0.00	0.00	5,914.58	5,914.58
02/18/2021 02/18/2021	46625HQJ2	Capital Change	Corporate Bonds	JPMORGAN CHASE & CO 2.55%	03/01/2021	(500,000.00)	90.59	500,000.00	0.00	500,000.00
02/25/2021 02/25/2021	3134GW2F2	Income	Government Agencies	FREDDIE MAC 0.3% 25MAY2023	05/25/2023	1,000,000.00	0.00	0.00	1,500.00	1,500.00
02/28/2021		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	2.98	2.98

ADDITIONAL INFORMATION

As of February 28, 2021

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of February 28, 2021

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SAN RAFAEL

March 2021

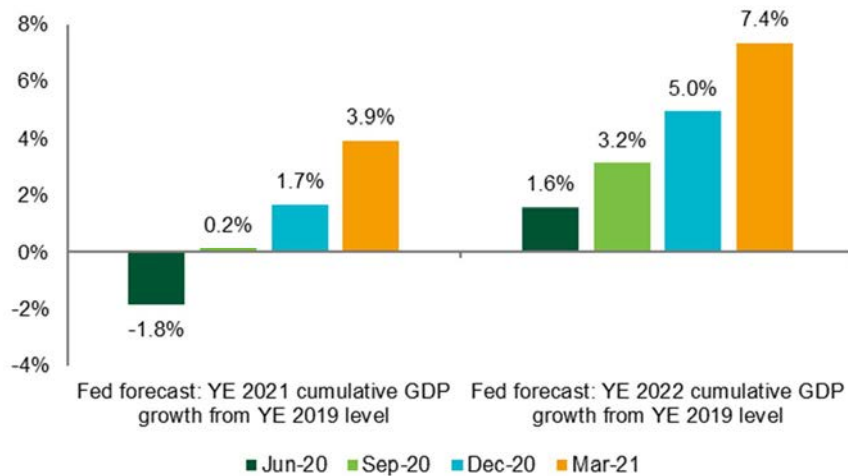


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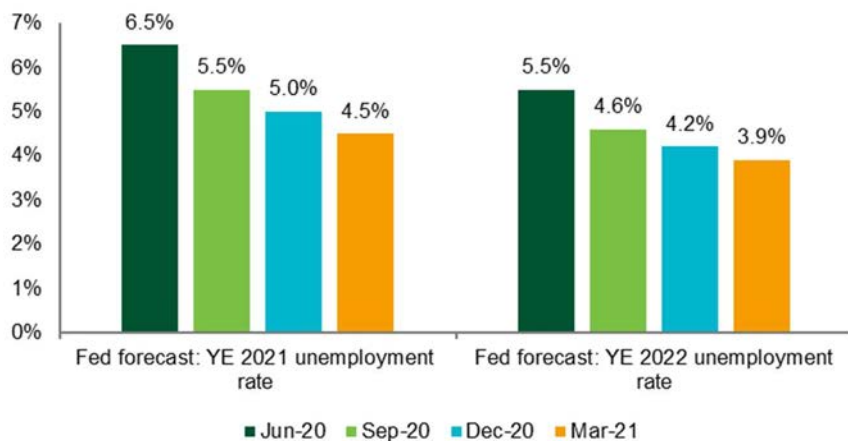
As of March 31, 2021

Chart 1: The Federal Reserve's economic forecasts continue to rise



Source: Federal Reserve, March 31, 2021.

Chart 2: The Federal Reserve's unemployment forecasts continue to fall



Source: Federal Reserve, March 31, 2021.

Economic Indicators and Monetary Policy

At perhaps the most anticipated FOMC meeting since last spring, the Fed significantly revised its economic projections to reflect the \$1.9bn stimulus package signed by President Biden and the accelerating pace of US COVID-19 vaccinations.

After the US economy performed significantly better than feared last year, the Fed now forecasts GDP growth at 6.5% this year (from 4.2% previously), unemployment below 4% by the end of 2022 and perhaps most notably, core PCE at or above its 2% target over the next three years. The Fed's closely watched dot plot was unchanged, reflecting a median expectation of no policy rate hikes through 2023.

The US continued to ramp up COVID-19 vaccinations, performing around ~3m per day. At the end of the month, close to 100 million American residents received at least one dose of a vaccine – close to 40% of the adult population. Economic restrictions continued to be scaled back as COVID cases, hospitalizations and mortalities declined. Business restrictions were even removed outright in Texas and Mississippi.

Economic data was generally encouraging. The Conference Board's index of consumer confidence rose to 109.7 in March, the highest reading in one year. Retail sales declined in February, but was more than forecast at -3%, and was fully offset by large upward revisions to prior months, particularly January at 7.6% from 5.3%. The ISM services index fell in February to 55.3 from 58.7, weaker than consensus expectations but still in expansionary territory.

At the start of the month, the February jobs report was strong: nonfarm payrolls increased by an impressive 379,000 and the unemployment rate dropped to 6.2%. But labor market slack remains, and the economy is still far from maximum employment.

Interest Rate Summary

The Treasury yield curve continued to steepen over the month, with long-dated yields pushing higher. At the end of February, the 3-month US Treasury bill yielded 0.02%, the 6-month US Treasury bill yielded 0.04%, the 2-year US Treasury note yielded 0.16%, the 5-year US Treasury note yielded 0.94% and the 10-year US Treasury note yielded 1.74%.

ACTIVITY AND PERFORMANCE SUMMARY

For the period March 1, 2021 - March 31, 2021

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		21,213,654.39
Income received	73,953.09	
Total receipts		73,953.09
Participant withdrawals	(32,529.00)	
Expenses paid	(126.86)	
Total disbursements		(32,655.86)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		15,037.05
Change in accruals from security movement		0.00
Total amortization expense		(13,947.47)
Total OID/MKT accretion income		41.13
Return of capital		0.00
Closing balance		21,256,082.33
Ending fair value		21,542,739.17
Unrealized gain (loss)		286,656.84

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	1.31	0.00	0.00	1.31
Corporate Bonds	18,510.80	(8,912.03)	15,037.05	24,635.82
Government Agencies	21,164.70	(4,394.52)	0.00	16,770.18
Government Bonds	2,453.81	(599.79)	0.00	1,854.02
Municipal/Provincial Bonds	5,963.65	0.00	0.00	5,963.65
Total	48,094.27	(13,906.34)	15,037.05	49,224.98

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.08	0.04	0.01
Overnight Repo	0.09	0.04	0.00
Merrill Lynch 3m US Treas Bill	0.07	0.03	0.00
Merrill Lynch 6m US Treas Bill	0.09	0.03	0.00
ML 1 Year US Treasury Note	0.13	0.05	0.01
ML 2 Year US Treasury Note	0.15	0.07	0.01
ML 5 Year US Treasury Note	0.40	0.24	0.07

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	48,094.27
Accretion (amortization)	(13,906.34)
Realized gain (loss) on sales	15,037.05
Total income on portfolio	49,224.98
Average daily amortized cost	21,245,331.83
Period return (%)	0.23
YTD return (%)	0.51
Weighted average final maturity in days	847

ACTIVITY AND PERFORMANCE SUMMARY

For the period March 1, 2021 - March 31, 2021

<u>Fair Value Basis Activity Summary</u>		
Opening balance		21,537,538.52
Income received	73,953.09	
Total receipts		73,953.09
Participant withdrawals	(32,529.00)	
Expenses paid	(126.86)	
Total disbursements		(32,655.86)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		(36,096.58)
Ending fair value		21,542,739.17

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	1.31	0.00	1.31
Corporate Bonds	18,510.80	(16,784.03)	1,726.77
Government Agencies	21,164.70	(17,267.63)	3,897.07
Government Bonds	2,453.81	(2,044.92)	408.89
Municipal/Provincial Bonds	5,963.65	0.00	5,963.65
Total	48,094.27	(36,096.58)	11,997.69

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.08	0.04	0.01
Overnight Repo	0.09	0.04	0.00
ICE Bofa 3 Months US T-BILL	0.12	0.06	0.01
ICE Bofa 6m US Treas Bill	0.16	0.09	0.02
ICE Bofa 1 Yr US Treasury Note	0.17	0.12	0.02
ICE BofA US Treasury 1-3	0.24	0.00	0.02
ICE BofA US Treasury 1-5	(0.09)	(0.50)	(0.10)

* rates reflected are cumulative

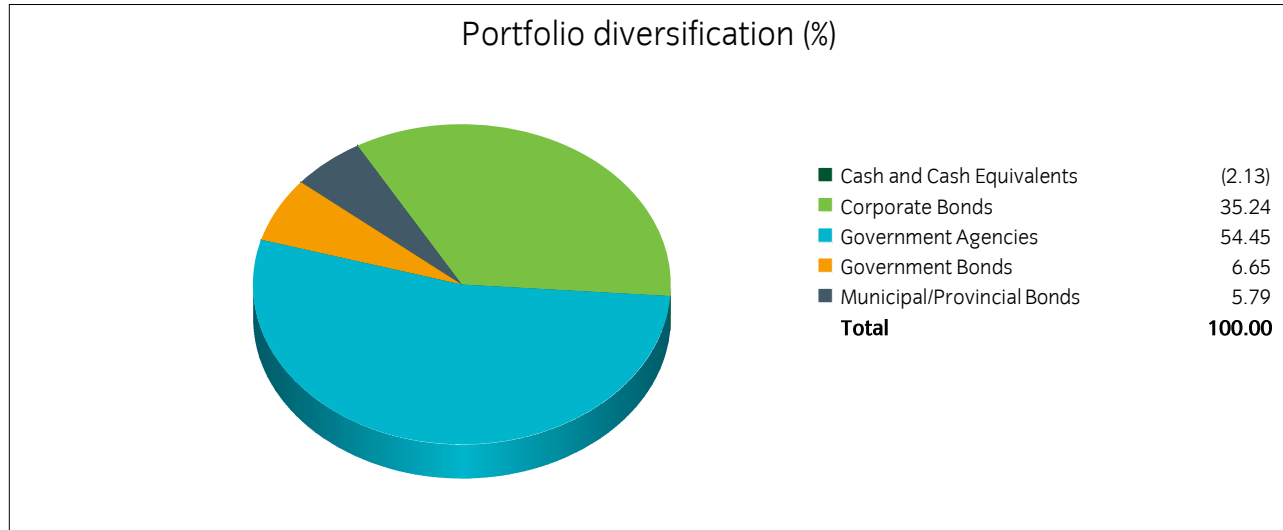
<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	48,094.27
Change in fair value	(36,096.58)
Total income on portfolio	11,997.69
Average daily total value *	21,659,069.27
Period return (%)	0.06
YTD return (%)	0.02
Weighted average final maturity in days	847

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of March 31, 2021

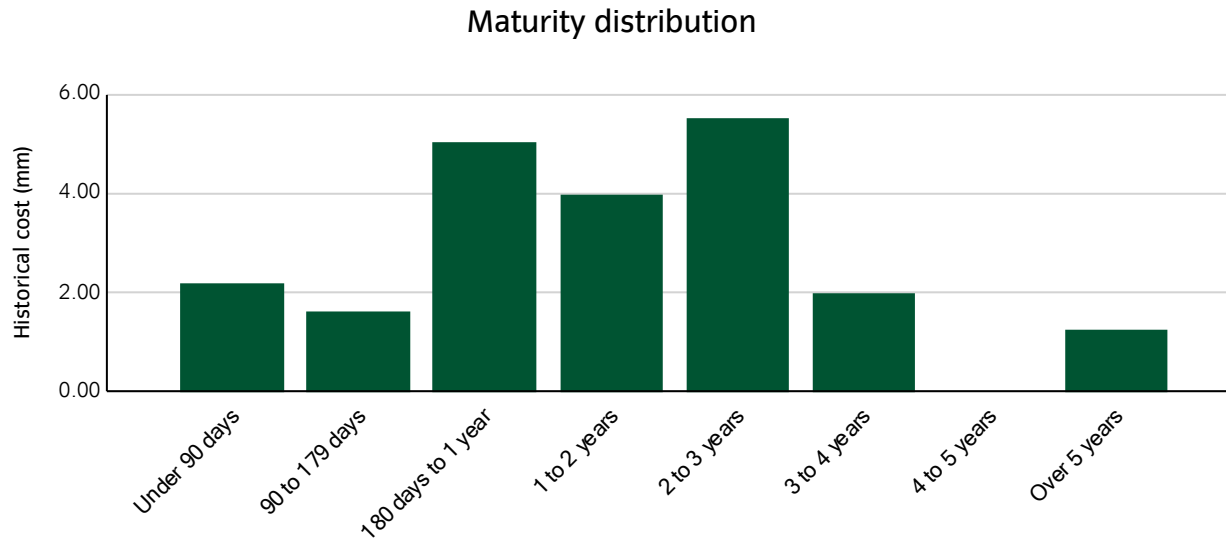
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	(455,572.91)	(455,572.91)	(455,572.91)	0.00	1	(2.13)	0.00
Corporate Bonds	7,548,118.50	7,483,873.03	7,546,846.65	62,973.62	671	35.24	1.51
Government Agencies	11,663,651.07	11,573,982.45	11,757,212.69	183,230.24	582	54.45	1.32
Government Bonds	1,423,602.35	1,414,599.76	1,455,052.74	40,452.98	779	6.65	2.08
Municipal/Provincial Bonds	1,239,200.00	1,239,200.00	1,239,200.00	0.00	4,173	5.79	8.82
Total	21,418,999.01	21,256,082.33	21,542,739.17	286,656.84	847	100.00	1.90



MATURITY DISTRIBUTION OF SECURITIES HELD

As of March 31, 2021

Maturity	Historic cost	Percent
Under 90 days	2,143,044.59	10.01
90 to 179 days	1,602,430.00	7.48
180 days to 1 year	5,010,128.30	23.39
1 to 2 years	3,955,503.83	18.47
2 to 3 years	5,515,565.54	25.75
3 to 4 years	1,953,126.75	9.12
4 to 5 years	0.00	0.00
Over 5 years	1,239,200.00	5.79
	21,418,999.01	100.00



SECURITIES HELD

As of March 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		(455,572.91)	(455,572.91)	(455,572.91)	(455,572.91)	0.00	0.00	(2.13)
Total Cash and Cash Equivalents				(455,572.91)	(455,572.91)	(455,572.91)	(455,572.91)	0.00	0.00	(2.13)
Corporate Bonds										
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 05APR21)	2.250	05/05/2021	550,000.00	552,667.50	550,022.80	550,000.00	(22.80)	5,018.75	2.58
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	4.125	05/24/2021 04/23/2021	500,000.00	514,880.00	500,704.20	500,977.13	272.93	7,276.04	2.40
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	3.400	07/23/2021 06/23/2021	500,000.00	507,030.00	500,783.21	503,465.00	2,681.79	3,211.11	2.37
717081DZ3	PFIZER INC 2.2% 15DEC2021	2.200	12/15/2021	500,000.00	503,615.00	501,282.09	506,632.56	5,350.47	3,238.89	2.35
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	2.700	03/03/2022 01/31/2022	700,000.00	714,231.00	714,231.00	714,174.41	(56.59)	1,680.00	3.33
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	2.550	04/11/2023 01/11/2023	500,000.00	509,155.00	504,910.76	520,522.65	15,611.89	6,020.83	2.38
037833AK6	APPLE INC 2.4% 03MAY2023	2.400	05/03/2023	500,000.00	506,880.00	503,963.76	522,328.26	18,364.50	4,933.33	2.37
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	3.550	08/14/2023 07/14/2023	500,000.00	539,535.00	536,439.42	535,108.76	(1,330.66)	2,317.36	2.52
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	3.004	12/20/2023 12/20/2022	500,000.00	525,795.00	520,347.20	520,005.38	(341.82)	4,213.94	2.45
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	3.500	01/23/2024 12/24/2023	1,000,000.00	1,062,630.00	1,053,066.63	1,078,295.06	25,228.43	6,611.11	4.96

SECURITIES HELD

As of March 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
88579YBB6	3M COMPANY 3.25% 14FEB2024 (CALLABLE 14JAN24)	3.250	02/14/2024 01/14/2024	500,000.00	541,935.00	539,983.61	537,964.71	(2,018.90)	2,121.53	2.53
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	3.550	03/05/2024 03/05/2023	500,000.00	535,525.00	526,016.73	527,547.66	1,530.93	1,281.94	2.50
46647PAP1	JPMORGAN CHASE & CO 3.559% 23APR2024 (CALLABLE 23APR23)	3.559	04/23/2024 04/23/2023	500,000.00	534,240.00	532,121.62	529,825.07	(2,296.55)	7,810.03	2.49
Total Corporate Bonds				7,250,000.00	7,548,118.50	7,483,873.03	7,546,846.65	62,973.62	55,734.86	35.24
Government Agencies										
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	3.625	06/11/2021	1,000,000.00	1,024,040.00	1,002,094.28	1,006,869.11	4,774.83	11,076.39	4.78
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	2.375	09/10/2021	600,000.00	602,430.00	600,465.07	606,098.96	5,633.89	831.25	2.81
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	1.375	10/07/2021	1,100,000.00	1,099,318.00	1,099,786.73	1,107,381.46	7,594.73	7,310.42	5.13
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	2.375	01/13/2022	1,650,000.00	1,676,634.30	1,659,179.78	1,679,689.23	20,509.45	8,490.63	7.83
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	2.500	03/11/2022	1,000,000.00	1,016,330.00	1,005,630.47	1,022,623.40	16,992.93	1,388.89	4.74
3135G0T78	FANNIE MAE 2% 05OCT2022	2.000	10/05/2022	600,000.00	601,716.00	600,801.39	616,725.37	15,923.98	5,866.67	2.81
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	2.500	12/09/2022	1,000,000.00	1,021,240.00	1,010,440.00	1,038,952.62	28,512.62	7,777.78	4.77
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.300	05/25/2023 08/25/2021	1,000,000.00	1,000,000.00	1,000,000.00	1,000,387.30	387.30	300.00	4.67

SECURITIES HELD

SAN RAFAEL

As of March 31, 2021

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3135G0U43	FANNIE MAE 2.875% 12SEP2023	2.875	09/12/2023	1,000,000.00	1,047,553.22	1,029,350.55	1,064,023.23	34,672.68	1,517.36	4.89
3135G0V34	FANNIE MAE 2.5% 05FEB2024	2.500	02/05/2024	600,000.00	621,262.80	614,106.39	637,286.63	23,180.24	2,333.33	2.90
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	0.350	04/26/2024 10/26/2021	1,200,000.00	1,199,700.00	1,199,735.80	1,195,003.72	(4,732.08)	1,808.33	5.60
3135G0V75	FANNIE MAE 1.75% 02JUL2024	1.750	07/02/2024	750,000.00	753,426.75	752,391.99	782,171.66	29,779.67	3,244.79	3.52
Total Government Agencies				11,500,000.00	11,663,651.07	11,573,982.45	11,757,212.69	183,230.24	51,945.84	54.45
Government Bonds										
912828M80	USA TREASURY 2% 30NOV2022	2.000	11/30/2022	750,000.00	762,072.83	757,083.19	773,085.94	16,002.75	4,986.26	3.56
912828U57	USA TREASURY 2.125% 30NOV2023	2.125	11/30/2023	650,000.00	661,529.52	657,516.57	681,966.80	24,450.23	4,591.52	3.09
Total Government Bonds				1,400,000.00	1,423,602.35	1,414,599.76	1,455,052.74	40,452.98	9,577.78	6.65
Municipal/Provincial Bonds										
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	5,240.78	5.79
Total Municipal/Provincial Bonds				1,239,200.00	1,239,200.00	1,239,200.00	1,239,200.00	0.00	5,240.78	5.79
Grand total				20,933,627.09	21,418,999.01	21,256,082.33	21,542,739.17	286,656.84	122,499.26	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of March 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal National Mortgage Association												
3135G0Q89	FANNIE MAE 1.375%	1.375	10/07/2021		AA+	Aaa	1,100,000.00	1,099,318.00	5.13	1,107,381.46	5.14	0.52
3135G0T78	FANNIE MAE 2%	2.000	10/05/2022		AA+	Aaa	600,000.00	601,716.00	2.81	616,725.37	2.86	1.48
3135G0U43	FANNIE MAE 2.875%	2.875	09/12/2023		AA+	Aaa	1,000,000.00	1,047,553.22	4.89	1,064,023.23	4.94	2.38
3135G0V34	FANNIE MAE 2.5%	2.500	02/05/2024		AA+	Aaa	600,000.00	621,262.80	2.90	637,286.63	2.96	2.76
3136G46B4	FANNIE MAE 0.35%	0.350	04/26/2024	10/26/2021	AA+	Aaa	1,200,000.00	1,199,700.00	5.60	1,195,003.72	5.55	1.67
3135G0V75	FANNIE MAE 1.75%	1.750	07/02/2024		AA+	Aaa	750,000.00	753,426.75	3.52	782,171.66	3.63	3.17
Issuer total							5,250,000.00	5,322,976.77	24.85	5,402,592.07	25.08	1.89
Federal Home Loan Banks												
313373ZY1	FEDERAL HOME LOAN	3.625	06/11/2021		AA+	Aaa	1,000,000.00	1,024,040.00	4.78	1,006,869.11	4.67	0.20
313378JP7	FEDERAL HOME LOAN	2.375	09/10/2021		AA+	Aaa	600,000.00	602,430.00	2.81	606,098.96	2.81	0.45
313378WG2	FEDERAL HOME LOAN	2.500	03/11/2022		AA+	Aaa	1,000,000.00	1,016,330.00	4.74	1,022,623.40	4.75	0.94
3130A3KM5	FEDERAL HOME LOAN	2.500	12/09/2022		AA+	Aaa	1,000,000.00	1,021,240.00	4.77	1,038,952.62	4.82	1.65
Issuer total							3,600,000.00	3,664,040.00	17.11	3,674,544.09	17.06	0.85
Federal Home Loan Mortgage Corp												
3137EADB2	FREDDIE MAC 2.375%	2.375	01/13/2022		AA+	Aaa	1,650,000.00	1,676,634.30	7.83	1,679,689.23	7.80	0.78
3134GW2F2	FREDDIE MAC 0.3%	0.300	05/25/2023	08/25/2021	AA+	Aaa	1,000,000.00	1,000,000.00	4.67	1,000,387.30	4.64	0.87
Issuer total							2,650,000.00	2,676,634.30	12.50	2,680,076.53	12.44	0.81
United States Treasury Note/Bond												
912828M80	USA TREASURY 2%	2.000	11/30/2022		AA+	Aaa	750,000.00	762,072.83	3.56	773,085.94	3.59	1.64
912828U57	USA TREASURY 2.125%	2.125	11/30/2023		AA+	Aaa	650,000.00	661,529.52	3.09	681,966.80	3.17	2.59
Issuer total							1,400,000.00	1,423,602.35	6.65	1,455,052.74	6.75	2.08
American Express Credit Corp												
0258M0EB1	AMERICAN EXPRESS	2.250	05/05/2021		A-	A2	550,000.00	552,667.50	2.58	550,000.00	2.55	0.01

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of March 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
American Express Credit Corp												
0258M0EG0	AMERICAN EXPRESS	2.700	03/03/2022	01/31/2022	A-	A2	700,000.00	714,231.00	3.33	714,174.41	3.32	0.83
Issuer total							1,250,000.00	1,266,898.50	5.91	1,264,174.41	5.87	0.47
PT. SAN ASSESS DISTRICT												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,239,200.00	1,239,200.00	5.79	1,239,200.00	5.75	8.82
Issuer total							1,239,200.00	1,239,200.00	5.79	1,239,200.00	5.75	8.82
PNC Financial Services Group Inc/The												
693475AV7	PNC FINANCIAL	3.500	01/23/2024	12/24/2023	A-	A3	1,000,000.00	1,062,630.00	4.96	1,078,295.06	5.01	2.62
Issuer total							1,000,000.00	1,062,630.00	4.96	1,078,295.06	5.01	2.62
Bank of America Corp												
06051GHC6	BANK OF AMERICA CORP	3.004	12/20/2023	12/20/2022	A-	A2	500,000.00	525,795.00	2.45	520,005.38	2.41	1.67
06051GHF9	BANK OF AMERICA CORP	3.550	03/05/2024	03/05/2023	A-	A2	500,000.00	535,525.00	2.50	527,547.66	2.45	1.87
Issuer total							1,000,000.00	1,061,320.00	4.96	1,047,553.04	4.86	1.77
3M Co												
88579YBB6	3M COMPANY 3.25%	3.250	02/14/2024	01/14/2024	A+	A1	500,000.00	541,935.00	2.53	537,964.71	2.50	2.69
Issuer total							500,000.00	541,935.00	2.53	537,964.71	2.50	2.69
Wells Fargo Bank NA												
94988J5R4	WELLS FARGO BANK NA	3.550	08/14/2023	07/14/2023	A+	Aa2	500,000.00	539,535.00	2.52	535,108.76	2.48	2.21
Issuer total							500,000.00	539,535.00	2.52	535,108.76	2.48	2.21
JPMorgan Chase & Co												
46647PAP1	JPMORGAN CHASE & CO	3.559	04/23/2024	04/23/2023	A-	A2	500,000.00	534,240.00	2.49	529,825.07	2.46	1.97
Issuer total							500,000.00	534,240.00	2.49	529,825.07	2.46	1.97

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of March 31, 2021

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Apple Inc												
037833AK6	APPLE INC 2.4%	2.400	05/03/2023		AA+	Aa1	500,000.00	506,880.00	2.37	522,328.26	2.42	2.03
Issuer total							500,000.00	506,880.00	2.37	522,328.26	2.42	2.03
Walmart Inc												
931142DH3	WALMART INC 2.55%	2.550	04/11/2023	01/11/2023	AA	Aa2	500,000.00	509,155.00	2.38	520,522.65	2.42	1.74
Issuer total							500,000.00	509,155.00	2.38	520,522.65	2.42	1.74
Pfizer Inc												
717081DZ3	PFIZER INC 2.2%	2.200	12/15/2021		A+	A2	500,000.00	503,615.00	2.35	506,632.56	2.35	0.70
Issuer total							500,000.00	503,615.00	2.35	506,632.56	2.35	0.70
Citibank NA												
17325FAQ1	CITIBANK NA 3.4%	3.400	07/23/2021	06/23/2021	A+	Aa3	500,000.00	507,030.00	2.37	503,465.00	2.34	0.23
Issuer total							500,000.00	507,030.00	2.37	503,465.00	2.34	0.23
US Bancorp												
91159HHA1	US BANCORP 4.125%	4.125	05/24/2021	04/23/2021	A+	A1	500,000.00	514,880.00	2.40	500,977.13	2.33	0.06
Issuer total							500,000.00	514,880.00	2.40	500,977.13	2.33	0.06
Cash and Cash Equivalents												
	INVESTED CASH	0.000					260,338.09	260,338.09	0.00	260,338.09	1.21	0.00
	PENDING TRADE	0.000					0.00	(715,911.00)	0.00	(715,911.00)	(3.32)	0.00
Issuer total							260,338.09	(455,572.91)	0.00	(455,572.91)	(2.11)	0.00
Grand total							21,649,538.09	21,418,999.01	100.00	21,542,739.17	100.00	1.90

SECURITIES PURCHASED

SAN RAFAEL

For the period March 1, 2021 - March 31, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest
Corporate Bonds								
693475AV7	PNC FINANCIAL SERVICES 3.5% WELLS FARGO SECURITIES, LLC	03/15/2021 03/17/2021	3.500	01/23/2024 12/24/2023	500,000.00	107.84	(539,175.00)	(2,625.00)
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% BARCLAYS CAPITAL	03/30/2021 04/05/2021	2.700	03/03/2022 01/31/2022	700,000.00	102.03	(714,231.00)	(1,680.00)
Total Corporate Bonds					1,200,000.00		(1,253,406.00)	(4,305.00)
Grand total					1,200,000.00		(1,253,406.00)	(4,305.00)

SECURITIES SOLD AND MATURED

For the period March 1, 2021 - March 31, 2021

Cusip	Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity	Price	Fair value at sale or maturity	Realized gain (loss)	Accrued interest sold
Corporate Bonds											
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 15MAR21)	03/15/2021 03/15/2021	2.600		(500,000.00)	500,300.00	500,107.95	0.00	515,145.00	15,037.05	0.00
Total (Corporate Bonds)					(500,000.00)	500,300.00	500,107.95		515,145.00	15,037.05	0.00
Grand total					(500,000.00)	500,300.00	500,107.95		515,145.00	15,037.05	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2021 - March 31, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Cash						
	Cash and Cash Equivalents	0.00	0.00	0.00	1.31	1.31
Total Cash		0.00	0.00	0.00	1.31	1.31
Corporate Bonds						
88579YBB6	3M COMPANY 3.25% 14FEB2024 (CALLABLE 14JAN24)	(1,194.73)	0.00	(1,624.31)	1,489.59	0.00
0258M0EB1	AMERICAN EXPRESS CREDIT 2.25% 05MAY2021 (CALLABLE 05APR21)	(170.99)	0.00	(1,045.00)	1,134.37	0.00
0258M0EG0	AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	0.00	0.00	(56.59)	0.00	0.00
037833AK6	APPLE INC 2.4% 03MAY2023	(157.92)	0.00	(33.84)	1,100.00	0.00
06051GHC6	BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	(984.54)	0.00	(2,014.66)	1,376.83	0.00
06051GHF9	BANK OF AMERICA CORP 3.55% 05MAR2024 (CALLABLE 05MAR23)	(1,123.02)	0.00	(2,559.66)	1,627.08	8,875.00
149123BX8	CATERPILLAR INC 2.6% 26JUN2022 (CALLABLE 15MAR21)	(4.37)	15,037.05	3,208.69	613.89	2,852.78
17325FAQ1	CITIBANK NA 3.4% 23JUL2021 (CALLABLE 23JUN21)	(283.09)	0.00	(1,434.80)	1,558.33	0.00
46647PAP1	JPMORGAN CHASE & CO 3.559% 23APR2024 (CALLABLE 23APR23)	(1,296.97)	0.00	(2,461.00)	1,631.21	0.00
717081DZ3	PFIZER INC 2.2% 15DEC2021	(150.84)	0.00	(493.92)	1,008.33	0.00
693475AV7	PNC FINANCIAL SERVICES 3.5% 23JAN2024 (CALLABLE 23DEC23)	(1,070.53)	0.00	(2,969.53)	2,284.72	0.00
91159HHA1	US BANCORP 4.125% 24MAY2021 (CALLABLE 23APR21)	(918.52)	0.00	(1,798.43)	1,890.62	0.00
931142DH3	WALMART INC 2.55% 11APR2023 (CALLABLE 11JAN23)	(229.83)	0.00	(549.36)	1,168.75	0.00
94988J5R4	WELLS FARGO BANK NA 3.55% 14AUG2023 (CALLABLE 14JUL23)	(1,326.68)	0.00	(2,951.62)	1,627.08	0.00
Total Corporate Bonds		(8,912.03)	15,037.05	(16,784.03)	18,510.80	11,727.78
Government Agencies						
3136G46B4	FANNIE MAE 0.35% 26APR2024 (CALLABLE 26OCT21)	6.92	0.00	(479.16)	385.00	0.00

DETAIL OF RETURN AND INTEREST RECEIVED

For the period March 1, 2021 - March 31, 2021

Cusip	Description	Accretion (amortization)	Realized gain (loss)	Change in fair value	Interest earned	Interest received
Government Agencies						
3135G0Q89	FANNIE MAE 1.375% 07OCT2021	34.21	0.00	(1,144.61)	1,386.46	0.00
3135G0V75	FANNIE MAE 1.75% 02JUL2024	(61.23)	0.00	(1,328.04)	1,203.12	0.00
3135G0T78	FANNIE MAE 2% 05OCT2022	(44.11)	0.00	(1,051.14)	1,100.00	0.00
3135G0V34	FANNIE MAE 2.5% 05FEB2024	(412.87)	0.00	(524.36)	1,375.00	0.00
3135G0U43	FANNIE MAE 2.875% 12SEP2023	(998.32)	0.00	(1,108.35)	2,635.42	14,375.00
313378JP7	FEDERAL HOME LOAN BANK 2.375% 10SEP2021	(87.20)	0.00	(1,363.26)	1,306.25	7,125.00
3130A3KM5	FEDERAL HOME LOAN BANK 2.5% 09DEC2022	(514.29)	0.00	(2,400.14)	2,291.67	0.00
313378WG2	FEDERAL HOME LOAN BANK 2.5% 11MAR2022	(495.34)	0.00	(1,847.19)	2,291.67	12,500.00
313373ZY1	FEDERAL HOME LOAN BANK 3.625% 11JUN2021	(884.91)	0.00	(3,019.87)	3,322.92	0.00
3134GW2F2	FREDDIE MAC 0.3% 25MAY2023 (CALLABLE 25AUG21)	0.00	0.00	(156.11)	275.00	0.00
3137EADB2	FREDDIE MAC 2.375% 13JAN2022	(937.38)	0.00	(2,845.40)	3,592.19	0.00
Total Government Agencies		(4,394.52)	0.00	(17,267.63)	21,164.70	34,000.00
Government Bonds						
912828M80	USA TREASURY 2% 30NOV2022	(360.56)	0.00	(1,054.69)	1,277.47	0.00
912828U57	USA TREASURY 2.125% 30NOV2023	(239.23)	0.00	(990.23)	1,176.34	0.00
Total Government Bonds		(599.79)	0.00	(2,044.92)	2,453.81	0.00
Municipal/Provincial Bonds						
888599LS4	PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	0.00	0.00	0.00	5,963.65	32,529.00
Total Municipal/Provincial Bonds		0.00	0.00	0.00	5,963.65	32,529.00
Grand total		(13,906.34)	15,037.05	(36,096.58)	48,094.27	78,258.09

TRANSACTION REPORT

For the period March 1, 2021 - March 31, 2021

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
03/02/2021 03/02/2021	888599LS4	Income	Municipal/Provincial Bonds	PT. SAN ASSESS DISTRICT	09/02/2032	1,239,200.00	0.00	0.00	32,529.00	32,529.00
03/05/2021 03/05/2021	06051GHF9	Income	Corporate Bonds	BANK OF AMERICA CORP 3.55%	03/05/2024	500,000.00	0.00	0.00	8,875.00	8,875.00
03/10/2021 03/10/2021	313378JP7	Income	Government Agencies	FEDERAL HOME LOAN BANK	09/10/2021	600,000.00	0.00	0.00	7,125.00	7,125.00
03/11/2021 03/11/2021	313378WG2	Income	Government Agencies	FEDERAL HOME LOAN BANK	03/11/2022	1,000,000.00	0.00	0.00	12,500.00	12,500.00
03/12/2021 03/12/2021	3135G0U43	Income	Government Agencies	FANNIE MAE 2.875%	09/12/2023	1,000,000.00	0.00	0.00	14,375.00	14,375.00
03/15/2021 03/15/2021	149123BX8	Income	Corporate Bonds	CATERPILLAR INC 2.6%	06/26/2022	500,000.00	0.00	0.00	2,852.78	2,852.78
03/15/2021 03/15/2021	149123BX8	Capital Change	Corporate Bonds	CATERPILLAR INC 2.6%	06/26/2022	(500,000.00)	15,037.05	515,145.00	0.00	515,145.00
03/15/2021 03/17/2021	693475AV7	Bought	Corporate Bonds	PNC FINANCIAL SERVICES 3.5%	01/23/2024	500,000.00	0.00	(539,175.00)	(2,625.00)	(541,800.00)
03/30/2021 04/05/2021	0258M0EG0	Bought	Corporate Bonds	AMERICAN EXPRESS CREDIT	03/03/2022	700,000.00	0.00	(714,231.00)	(1,680.00)	(715,911.00)
03/31/2021		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	1.31	1.31

ADDITIONAL INFORMATION

As of March 31, 2021

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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INA is an investment adviser registered with the Securities and Exchange Commission (SEC), under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. You may request, without charge, additional information about Insight. Moreover, specific information relating to Insights strategies, including investment advisory fees, may be obtained from INA's Form ADV Part 2A, which is available without charge upon request.

Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

Unless otherwise stated, the source of information is Insight. Any forecasts or opinions are Insight's own at the date of this document (or as otherwise specified) and may change. Material in this publication is for general information only and is not advice, investment advice, or the recommendation of any purchase or sale of any security. Insight makes no implied or expressed recommendations concerning the manner in which an account should or would be handled, as appropriate investment strategies depend upon specific investment guidelines and objectives and should not be construed to be an assurance that any particular security in a strategy will remain in any fund, account, or strategy, or that a previously held security will not be repurchased. It should not be assumed that any of the security transactions or holdings referenced herein have been or will prove to be profitable or that future investment decisions will be profitable or will equal or exceed the past investment performance of the securities listed.

Please compare the information provided in this statement to the information provided in the statement received from your Custodian.

For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moody's, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moody's and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategy's holdings may differ substantially from the securities that comprise the indices shown.

The ICE BofA 3 Month US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The ICE BofA 6 Month US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The ICE BofA 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The ICE BofA 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The ICE BofA 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

ADDITIONAL INFORMATION

As of March 31, 2021

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

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SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

**Prepared by: Steve Mason,
Sr. Recreation Supervisor**

City Manager Approval: _____

A handwritten signature in black ink, appearing to be 'AS'.

TOPIC: PICKLEWEED ADVISORY COMMITTEE

SUBJECT: RESOLUTION ADOPTING NEW BYLAWS OF THE PICKLEWEED ADVISORY COMMITTEE

RECOMMENDATION:

Adopt a resolution approving new bylaws of the Pickleweed Advisory Committee.

BACKGROUND:

In 1982, the Pickleweed Advisory Board was created through the Joint Use Agreement between the City and the Canal Community Alliance. The Agreement was amended in 1984, 1992, and 1997, but the Board remained constant as an advisory body charged with making recommendations regarding the now-Albert J. Boro Community Center facility and Pickleweed Park's use, programs, and policies. In 2006, the Agreement was terminated, and the City Council approved new "Community Use Policies" for the management of the then-Pickleweed Park Community Center as well as a set of "Guidelines and Policy" for governance of the Pickleweed Advisory Board. In 2019, the City Council adopted a resolution changing the name of the Pickleweed Advisory Board to the Pickleweed Advisory Committee and adopted new bylaws for Committee governance.

With the Committee's guidance and support, the City allocates facility space at little to no cost to non-profit organizations that offer programs and services at the Albert J. Boro Community Center, and specifically to the adjacent Canal neighborhood. The Committee strives to recommend those organizations that offer a wide variety of programming that appeals to different age groups and interests. In doing so, a balance of programs is offered to all ages from toddlers to seniors and to a variety of interests. Community issues relating to the Center, Park, and Canal neighborhood are also discussed by the Committee.

With the City's recent move to district elections for City Council as well as an increased focus on the neighborhood due to the disproportionate impacts that the COVID-19 pandemic has had on the Canal community, there has been an increased interest in civic participation and leadership among Canal residents. As a result, the City received significant interest during the recent recruitment for the Pickleweed Advisory Committee. This provides the City with an opportunity to support the community's

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

interest in civic participation by increasing the Committee size to better reflect and meet the needs of the diverse community.

ANALYSIS:

With guidance and input from the City Council, staff recommends that the City update the current Bylaws for the Pickleweed Advisory Committee to meet community interest and to continue the Committee’s effectiveness. The proposed changes to the bylaws include the following:

Current Bylaws	Proposed Bylaws
8 Members	10 Members
5 Regular Voting Members of which 1 Member may be a Youth Member	7 Regular Voting Members of which up to 2 Members may be Youth Members
Regular Members must be at least 18 years of age, with the exception of the Youth member who shall be a minimum age of a first-year high school student	Regular Members must be at least 18 years of age, with the exception of the Youth members who shall be a minimum age of a high school 9 th grade student
At least 4 Members shall reside in the Canal Neighborhood	At least 6 Members shall reside in the Canal Neighborhood
Quorum = 3 Voting Members	Quorum = 4 Voting Members
The alternate member becomes a voting member at a meeting where one regular voting member is absent.	The Alternate Member serves only in the absence of a voting member. When a voting Committee member is absent from a regularly scheduled meeting, the Chair shall call upon an alternate to be seated at the table to participate in a voting role at the meeting. If a regular voting Committee member arrives subsequently, that person shall not participate as a voting member.

The primary change in the proposed bylaws is an increase in regular voting members from five (5) to seven (7). Under the proposed structure, the 10-member Committee would include seven (7) regular voting members (up to two (2) of which may be youth representatives), one (1) alternate member, one (1) non-voting Park and Recreation Commissioner, and one (1) non-voting staff liaison. Additionally, the proposed bylaws clarify the role of the alternate member, providing more detail as to when the alternate member participates in a voting role.

If approved, the City Council would begin interviews to fill three (3) expired four-year terms as well as two (2) newly created four-year terms on the Committee.

COMMUNITY OUTREACH:

As stated in the current bylaws, “All proposed amendments to the Bylaws shall be made available to the membership at least ten (10) days prior to the meeting at which the City Council will vote on the proposed changes.” Current Pickleweed Advisory Committee members were therefore sent the proposed draft bylaws and have been notified of the meeting date in which the City Council will consider adopting the proposed change.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

OPTIONS:

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

1. Adopt the resolution approving new bylaws of the Pickleweed Advisory Committee.
2. Adopt resolution with modifications.
3. Do not adopt the resolution and direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving new bylaws of the Pickleweed Advisory Committee.

ATTACHMENTS:

1. Resolution
2. Exhibit A to resolution: Pickleweed Advisory Committee Bylaws

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
ADOPTING NEW BYLAWS OF THE PICKLEWEED ADVISORY COMMITTEE**

WHEREAS, by Resolution No. 11884 the City Council approved policy changes on February 6, 2006 allowing for increased community use at the Albert J. Boro Community Center (formerly known as the Pickleweed Park Community Center) for little or no charge; and

WHEREAS, the results of those changes created a more vital and inclusive community center by allowing valuable new programs and services to use the space and support needed to best serve the Canal neighborhood and its residents; and

WHEREAS, by Resolution No. 12003 adopted July 17, 2006, the City Council established a Pickleweed Advisory Board under new "Guidelines and Policy" to assist staff with the review and implementation of the Community Center's Use Policies and Procedures; and

WHEREAS, by Resolution No. 14727 adopted October 7, 2019, the City Council expanded and amended the Pickleweed Advisory Board Guidelines and Policy by renaming the Board the "Pickleweed Advisory Committee" and adopting new bylaws; and

WHEREAS, the City Council wishes to expand the Pickleweed Advisory Committee to meet community interest and representation by adopting revised Pickleweed Advisory Committee Bylaws set forth in Exhibit A attached and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the City of San Rafael Pickleweed Advisory Committee Bylaws as set forth in Exhibit A.

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 the City of San Rafael, held on Monday, the 19th day of April 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

EXHIBIT A: PICKLEWEED ADVISORY COMMITTEE BYLAWS

PICKLEWEED ADVISORY COMMITTEE BYLAWS**ARTICLE I. NAME AND PURPOSE**

Section 1.1. Name. The name of this body shall be the City of San Rafael Pickleweed Advisory Committee, hereinafter referred to as the "Pickleweed Advisory Committee," or the "Committee."

Section 1.2. Purpose. The Pickleweed Advisory Committee provides valuable input in representing and advocating for Canal area resident's needs and wishes for programs and services; and is a primary public networking resource between the Canal residents, representatives from governmental and non-profit agencies, and others. The Pickleweed Advisory Committee works in conjunction with the City of San Rafael.

Section 1.3. Committee Responsibility. The Pickleweed Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council. The Pickleweed Advisory Committee's authority is advisory only. The Pickleweed Advisory Committee has no power to act on behalf of the City of San Rafael or any other entity.

The duties of the Pickleweed Advisory Committee shall include the following:

1. The Advisory Committee shall be responsible for advising the Park and Recreation Commission, City Council and City Staff on all matters pertaining to the facilities, programs and services of the Albert J. Boro Community Center and Pickleweed Park;
2. As needed, make recommendations on policies and procedures governing the use of the Albert J. Boro Community Center and Pickleweed Park in accordance with the mission of the City of San Rafael;
3. Assist the City with reviewing and evaluating "Use Agreements for Co-Sponsored Programming" at the Albert J. Boro Community Center and Pickleweed Community Park;
4. Promote the use and support of the Albert J. Boro Community Center and Pickleweed Park within Canal area neighborhood, including working in cooperation with citizen and business organizations, foundations, school districts and other governmental agencies.
5. The Committee shall have no authority to direct, nor shall it direct, City staff, officials or volunteers;

Section 1.4. Brown Act. All meetings of the Pickleweed Advisory Committee shall be open and public, and all persons shall be permitted to attend any meeting of the Pickleweed Advisory Committee, except as otherwise provided in Government Code Section 54952.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Pickleweed Advisory Committee shall consist of a total of ten (10) members as follows: seven (7) voting members, one (1) alternate member, one (1) non-voting representative from the Park and Recreation Commission and one (1) non-voting City staff member who will act as the Committee Chairperson. The City staff member will typically be the Albert J. Boro site supervisor, but in all instances shall be appointed by the City Manager.

Section 2.2. Eligibility. The Committee shall be composed of seven (7) regular voting members which may include up to two (2) youth members, plus one (1) alternate member. Each shall have the same duties and responsibilities and shall consist of the following:

1. Members of the Committee shall be at least 18 years of age, except for the youth members who shall be a minimum age of a high school 9th grade student
2. At least six (6) regular voting members of the Committee shall reside within the Canal neighborhood
3. One (1) member of the Committee must be a City of San Rafael resident but may reside outside of the Canal neighborhood.

Section 2.4. Appointment of Committee Members. With exception of the representative of the Park and Recreation Commission and City staff, all other regular voting members and alternate member shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time. The representative from the Park and Recreation Commission will be selected by the Park and Recreation Commission on an annual basis.

Section 2.5. Terms of Appointment. With exception of the representative from the Park and Recreation Commission, each Committee member shall serve a minimum term of four (4) years but not more than two consecutive terms. However, if there is a vacancy on the Committee, the City Council has the authority to extend a current Committee member's term at their discretion. Members may also reapply to Committee following an absence of at least one term. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year. A Committee member whose term is expiring should notify the Chairperson at least thirty (30) days before the end of his/her term whether he/she wishes to continue his/her membership.

The representative from the Park and Recreation Commission shall serve a term of one (1) year, but not more than two consecutive terms. However, if there is a vacancy, the Park and Recreation Commission has the authority to extend the current representative's term at their discretion.

Section 2.6. Resignation. All resignations from the Pickleweed Advisory Committee shall be submitted in writing to the Chairperson. The resigning Committee member should provide as much notice as possible.

Section 2.7. Absence and Removal. Attendance at any regularly scheduled meeting is a necessary part of being an effective Committee member. If a member is unable to attend a regularly scheduled meeting, the member should notify the Chairperson at least twenty-four (24) hours in advance of a regularly scheduled meeting to have an excused absence. An unexcused absence from two (2) consecutive Pickleweed Advisory Committee meetings without notification to the Chairperson, or six absences (whether excused or unexcused) in any term, shall result in immediate removal from membership on the Committee. Previously dismissed Committee members may be eligible for reappointment to the Committee in accordance with Section 2.4.

Section 2.8. Vacancies. Vacancies, no matter how arising, shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

Section 2.9. Compensation. Committee members serve without compensation.

Section 2.10. Duties of the Chairperson. The Chairperson shall preside over all Pickleweed Advisory Committee meetings and shall be responsible for preparing agendas and meeting minutes. If the Chairperson is unable to attend a regularly scheduled meeting, the regularly scheduled meeting shall be cancelled and resumed at the next regularly scheduled meeting.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. A minimum of five (5) meetings shall be scheduled annually, on a consistent day of the month; the schedule for the upcoming year will be set by November of the previous year; staff will contact the Committee one week prior to scheduled meetings to determine if a quorum will be present; lack of quorum will result in the cancellation of the scheduled meeting.

Section 3.2. Agenda. Items may be placed on the agenda by the Chairperson or at the request of a member if approved by the Chairperson. The Chairperson will be responsible for preparing an agenda item cover sheet and for the initial presentation at the meeting. Items to be included on the agenda should be submitted to the Chairperson no later than two weeks before the scheduled Committee meeting; lack of agenda items will result in the cancellation of the scheduled meeting. Agenda packets for regular meetings will be provided to the Committee members at least three (3) business days before the scheduled meeting.

Section 3.3. Special Meetings. Special meetings may be called by the Chairperson.

Section 3.4. Quorum. Four (4) voting members of the Committee shall constitute a quorum for the transaction of business at any regular or special meeting of the Pickleweed Advisory Committee.

Section 3.5. Voting. A majority vote of those present and constituting a quorum shall be required to agree to any business of the Committee, including making any input that will be presented to the City Council, City Manager or Library and Recreation Director provided that any Committee member who abstains due to a legal conflict of interest shall not be counted in determining the existence of a quorum or a majority vote.

The Alternate Member serves only in the absence of a voting member. When a voting Committee member is absent from a regularly scheduled meeting, the Chair shall call upon an alternate to be seated at the table to participate in a voting role at the meeting. If a regular voting Committee member arrives subsequently, that person shall not participate as a voting member.

Section 3.6. Public Participation. All meetings of the Pickleweed Advisory Committee shall be open to the public. Meetings will be accessible to all, with accommodations for accessibility issues made upon request. Any person who disrupts the meeting may be asked to leave and be removed.

ARTICLE IV. ADOPTION AND AMENDMENT

Section 4.1. Effective Date. The Bylaws shall become effective immediately upon a majority vote of approval by the City Council.

Section 4.2. Amendments. These Bylaws may be amended by majority vote of the City Council at any regular meeting of the City Council. All proposed amendments to the Bylaws shall be made available to the membership at least ten (10) days prior to the meeting at which the City Council will vote on the proposed changes. The effective date of the amendment shall become effective immediately upon a majority vote of approval by the City Council.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval: _____

File No.: 16.01.291

TOPIC: FRANCISCO BOULEVARD WEST - RICE DRIVE TO SECOND STREET PROJECT

SUBJECT: ACCEPT COMPLETION OF THE FRANCISCO BOULEVARD WEST - RICE DRIVE TO SECOND STREET PROJECT (CITY PROJECT NO. 11364), AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

RECOMMENDED ACTION: Accept completion of the Francisco Boulevard West – Rice Drive to Second Street Project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND: Francisco Boulevard West is a frontage road that parallels the west side of Highway 101 between Second Street and Andersen Drive and connects downtown to the light-industrial area of southern San Rafael. In July 2018, the Sonoma-Marín Area Rail Transit District (SMART) realigned Francisco Boulevard West between Second Street and Rice Drive as part of the Larkspur Extension to reduce the number of at-grade railroad crossings. The realignment “flipped” the railroad tracks and roadway moving the roadway west of the tracks.

Since the Larkspur extension became operational, City staff and SMART staff have worked to refine the operations of the new traffic signals at the railroad tracks; however, vehicles consistently stop on the railroad tracks, including vehicles that turn east from Francisco Boulevard West onto Second Street. To remove this conflict, staff proposed to convert Francisco Boulevard West to a southbound one-way street between Second Street and Rice Drive. This proposed change was implemented as part of the Francisco Boulevard West Multi-Use Path (MUP) project.

By converting Francisco Boulevard West to a one-way street, it also allowed the MUP two-way protected cycle track to be constructed on the vacated travel lane. The MUP is a fully separated Class 4 pathway extending the previously completed \$5.96 million Phase I path between Rice Drive and Andersen Drive to central San Rafael.

The project was advertised in accordance with San Rafael’s Municipal Code on May 15, 2020. and sealed bids were publicly opened and read aloud June 4, 2020. On June 15, 2020, the City Council adopted a resolution authorizing the City Manager to enter into an agreement with the low bidder, Ghilotti Bros., Inc in the amount of \$2,259,787 and approving a construction contingency of \$253,498 for a total appropriation in an amount of \$2,513,285. Construction commenced on August 6, 2020, and all work was completed on March 26, 2021.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS: Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a time period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

FISCAL IMPACT: No fiscal impact is associated with this report.

RECOMMENDED ACTION: Accept completion of the Francisco Boulevard West – Rice Drive to Second Street Project and authorize the City Clerk to file the Notice of Completion.

ATTACHMENTS:

1. Notice of Completion

Recording Requested By:
The City of San Rafael

When Recorded Mail To:
Lindsay Lara, City Clerk
1400 Fifth Avenue, 209
San Rafael, CA 94901

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is City of San Rafael ("City")
3. City's address is 1400 5th Ave, San Rafael, CA 94901
4. The nature of City's interest in the Project is:
 Fee Ownership Lessee Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: The Project included the installation of a cycle track, flatwork, streetlight installation, traffic signal work, striping, sheet pile installation, creek work, and mitigation landscape
6. The name of the original Contractor for the Project is: Ghilotti Bros., Inc.
7. The Project was accepted as complete on: April 19, 2021.
8. The Project is located at: Francisco Boulevard West from Rice Drive to Second Street, San Rafael, CA, 94901.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Bill Guerin Public Works Director
Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER
GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval: 

File No.: 06.01.243

TOPIC: FIRE STATION 54 DESIGN REVISIONS

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LOVING CAMPOS ASSOCIATES, ARCHITECTS, INC. FOR ADDITIONAL SERVICES RELATED TO THE REDESIGN OF PHASE 2 ESSENTIAL FACILITIES PROJECTS (FIRE STATION 54 AND 55) AND TO EXTEND THE TERM OF THE CONTRACT BY AN ADDITIONAL EIGHTEEN MONTHS

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a first amendment to the [professional services agreement](#) with Loving Campos Associates, Architects, Inc. (“LCA Architects”) related to additional design services fees concerning Fire Station 54, in an amount not to exceed \$17,310 and extend the term of the contract by an additional eighteen months. This amendment will increase the total contract amount under the original agreement from \$728,917 to \$746,227 and the term of the contract to December 31, 2022.

BACKGROUND:

On November 5, 2013, Measure E passed extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding that cannot be taken by the State and can be used to preserve essential city services. The City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects are collectively referred to as “Phase 1” of the City’s Essential Facilities Program. They have all been successfully completed, occupied and operational. The Essential Facilities program also includes the design, construction, and management of Fire Stations 54 and 55 referred to as “Phase 2”.

On June 3, 2019, [pursuant to Resolution 14664](#), the City of San Rafael executed a professional services agreement with Loving Campos Architects (“LCA Architects”) for architectural and engineering services for the Phase 2 projects. LCA Architects’ scope of work included the design for renovation of Fire Stations 54 and 55 in the amount of \$615,175. The professional services

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

agreement, which expires on June 30, 2021, also included an option for construction administration in the amount of \$113,742. Should the City exercise its option for construction administration, the total amount of these services will be \$728,917, which is the amount approved by the City Council for this project.

ANALYSIS:

In February 2019, the design team, led by LCA Architects, met at Fire Station 55 and found the construction, layout and building design to be very similar to that of Fire Station 54 (with the exception of the lot size which is considerably smaller at Fire Station 54 than at 55). Staff requested that LCA Architects provide a proposal to prepare the bid documents for both stations, including environmental review, as a single construction contract. This has resulted in design savings and staff anticipates saving on the overall construction as well. In addition, the size of the combined construction contract has attracted more qualified bidders when the City advertised the project for construction.

The original contract with LCA Architects includes design services to prepare bid documents for both fire stations. During the design phase of the project, LCA Architects collaborated with stakeholders to produce state of the art building designs that meet the needs of the Fire Department while optimizing resources. In an effort to reduce cost, LCA Architects has explored and implemented various value engineering opportunities at Station 54 and 55.

Fire Station 54 is located on a small lot in the Canal area, on 46 Castro Ave. During the design of Fire Station 54, the team encountered various challenges mainly related to the limited space available due to the small size of the parcel. In order to optimize space, some functions were consolidated to provide multi-use common areas. The plan that was developed as part of the bid documents included a turnout gear and apparatus bay combination. The Fire Department identified the need for a separate turnout gear room with its own ventilation system and separated from the rest of the spaces.

Consequently, additional architectural and engineering services are required to complete this partial redesign of the turnout gear room. Staff proposes that the contract for LCA Architects be amended. The attached resolution (Attachment 1) would authorize the City Manager to execute a first amendment to the professional services agreement to increase the compensation for redesign services by \$17,310.

The current design contract is scheduled to terminate in June 2021. Given the continued uncertainty of the current times and unknown impacts of the COVID-19 pandemic to the bid and construction of the new Fire Stations 54 and 55, Staff also recommends extending the term of LCA Architects' Agreement by an additional eighteen months to terminate on December 31, 2022.

FISCAL IMPACT: Upon execution of the proposed amendment, the total value of the LCA Architects' contract will be \$746,227 (\$728,917+\$17,310), of which \$728,917 was previously approved by the City Council. Sufficient funds are available in the total balance of Measure E after the completion of Phase 1.

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

1. Adopt a resolution authorizing the City Manager to execute a first amendment to professional services agreement with LCA Architects related to the provision of design services concerning partial redesign of Fire Station 54, for an additional contract amount not to exceed \$17,310 and an additional eighteen-month term extension.

2. Direct staff to modify the resolution. If this option is chosen, project bid delays will delay renovation of the buildings.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the first amendment to LCA Architect's contract.

ATTACHMENTS:

1. Resolution
2. First Amendment to the Professional Services Agreement with Loving Campos Associates, Architects, Inc. for Design Services for the Fire Stations 54 and 55 Renovation Project
3. Proposal – Exhibit "A"

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LOVING CAMPOS ASSOCIATES, ARCHITECTS, INC. FOR ADDITIONAL SERVICES RELATED TO THE REDESIGN OF PHASE 2 ESSENTIAL FACILITIES PROJECTS (FIRE STATION 54 AND 55) AND TO EXTEND THE TERM OF THE CONTRACT BY AN ADDITIONAL EIGHTEEN MONTHS

WHEREAS, in November 2013, the local voters passed Measure E extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding to preserve essential city services. This tax supplanted the former, one-half cent transactions and use tax (Measure S), effective April 1, 2014; and

WHEREAS, the City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects, collectively referred to as “Phase 1” of the City’s Essential Facilities Program, have successfully been completed and occupied; and

WHEREAS, the Essential Facilities program also includes the design, construction and management of Fire Stations 54 and 55 referred to as “Phase 2”; and

WHEREAS, on June 3, 2019, [pursuant to Resolution 14664](#), the City of San Rafael [executed a professional services agreement](#) with Loving Campos Architects (“LCA Architects”) for architectural and engineering services for the “Phase 2” projects for renovation of Fire Stations 54 and 55 in the amount of \$615,175, with an option to include additional construction administration services in the amount of \$113,742. The professional services agreement, which expires on June 30, 2021, was approved for a not-to-exceed amount of \$728,917; and

WHEREAS, during the design of Fire Station 54, the team encountered various challenges mainly related to the limited space available due to the small size of the parcel. In order to optimize space, some functions were consolidated to provide multi-use common areas; and

WHEREAS, the plan that was developed as part of the bid documents included a turnout gear and apparatus bay combination. The Fire Department identified the need for a separate turnout gear room with its own ventilation system and separated from the rest of the spaces.

WHEREAS, additional architectural and engineering services are required to complete this partial redesign of the turnout gear room; and

WHEREAS, the overall Phase 2 project completion date is anticipated to extend beyond the June 2021 termination date of the LCA Architects agreement into 2022;

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

1. The City Manager is hereby authorized to execute a First Amendment to the Professional Services Agreement with LCA Architects, in the form included with the staff report for this resolution, subject to final approval by the City Attorney, for necessary additional design services in the amount of \$17,310 and a total not-to-exceed amount of \$746,227, and to extend the term of the Agreement through December 31, 2022.

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 19th day of April 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
LOVING CAMPOS ASSOCIATES, ARCHITECTS, INC. FOR DESIGN SERVICES FOR
THE FIRE STATIONS 54 AND 55 RENOVATION PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **LOVING CAMPOS ASSOCIATES, ARCHITECTS, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2021.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14664 (the “Resolution”), the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated June 3, 2019 to perform design services in connection with the **CITY’S** project to reconstruct Fire Stations 54 & 55 for an amount not to exceed \$615,175 (the “Agreement”); and

WHEREAS, pursuant to the Resolution, the City Council additionally delegated to the City Manager authority to exercise the option to add construction administration services in an amount not to exceed \$113,742 at a later date, resulting in a total Agreement amount not to exceed \$728,917; and

WHEREAS, the **CITY** requires additional design services from the **CONSULTANT** to facilitate the construction of the fire stations, and the **CONSULTANT** is willing to provide such services.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “DUTIES OF CONTRACTOR” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “Architect’s Additional Service Request (ASR 03) – Turnout Locker Room and Gym Revision” dated April 8, 2021 (with included exhibits), attached to this First Amendment as Exhibit A and incorporated herein by reference.
2. Article IV of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit A to this First Amendment, in accordance with the “Fee

Schedule” included in Exhibit A, in a not-to-exceed amount of \$17,310, and to change the total not-to-exceed amount under the Agreement to \$746,227.

3. Article V of the Agreement, entitled “TERM OF AGREEMENT” is hereby amended to extend the term by 18 months to end on December 31, 2022.
4. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL


CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____


CARL E. CAMPOS
CEO

ATTEST:

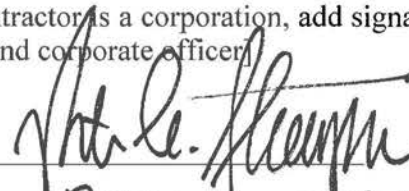
[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____


PETER A. STACKPOLE
V.P.

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



ARCHITECT'S ADDITIONAL SERVICE REQUEST

ASR 03

Date: April 8, 2021 LCA Project #19073

Project: Fire Station 54, San Rafael, CA
Owner: San Rafael Fire Department Public Works Department
Individual: Bill Guerin, Director, Public Works
Subject: Turnout Locker Room and Gym Revision

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

Explanation: Per the Client's request, the following has been added to the Scope of Work:

- 1. Relocate turnout locker from wall at Apparatus Bay to new turnout locker room at current gym location.
2. Remove proposed parking stall under the building and infill with new gym area.
3. Create hallway to connect Apparatus Bay to gym and create EMS storage wall (see Exhibit B).

Architectural Scope (see Exhibit C): Provide CAD base design drawings and Construction Documents.
Structural Scope (see Exhibit D): Provide updated Structural drawings and calculations.
Mechanical Scope (see Exhibit E): Revise HVAC design and condensate piping.
Electrical Scope (see Exhibit F): Revise lighting, power, signal panels and Title-24 calculations.
Civil Scope (see Exhibit G): Revise site grading and drawing plans.

FEE SCHEDULE: Fire Station 54

Table with 2 columns: Description and Amount. Rows include Architectural, Structural, Mechanical, Electrical, and Civil fees.

TOTAL ADDITIONAL SERVICE REQUEST (NOT TO EXCEED) \$17,310.00

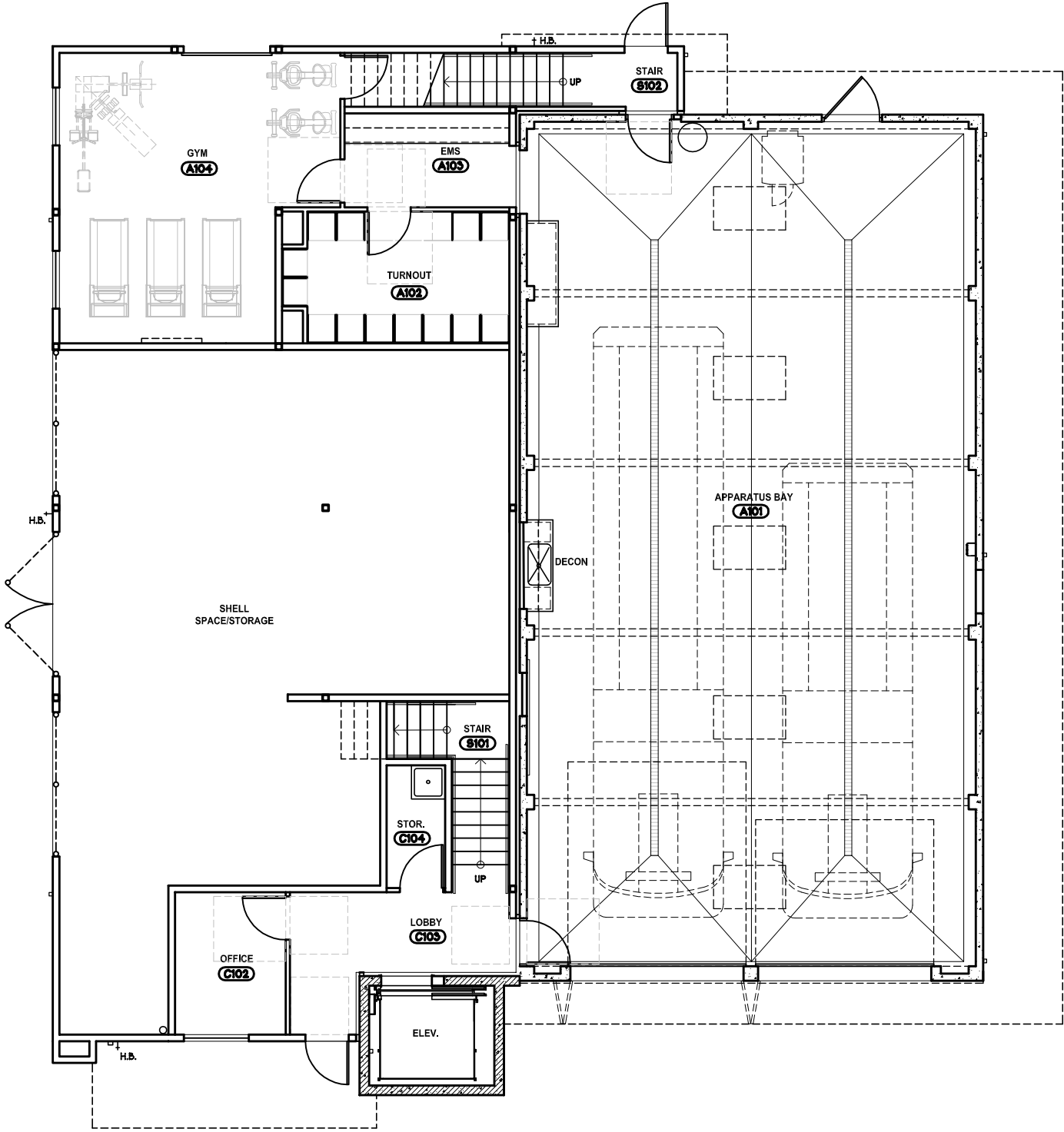
Thank you,

Handwritten signature and date 4/8/21 for Carl E. Campos, CEO of LCA Architects, Inc.

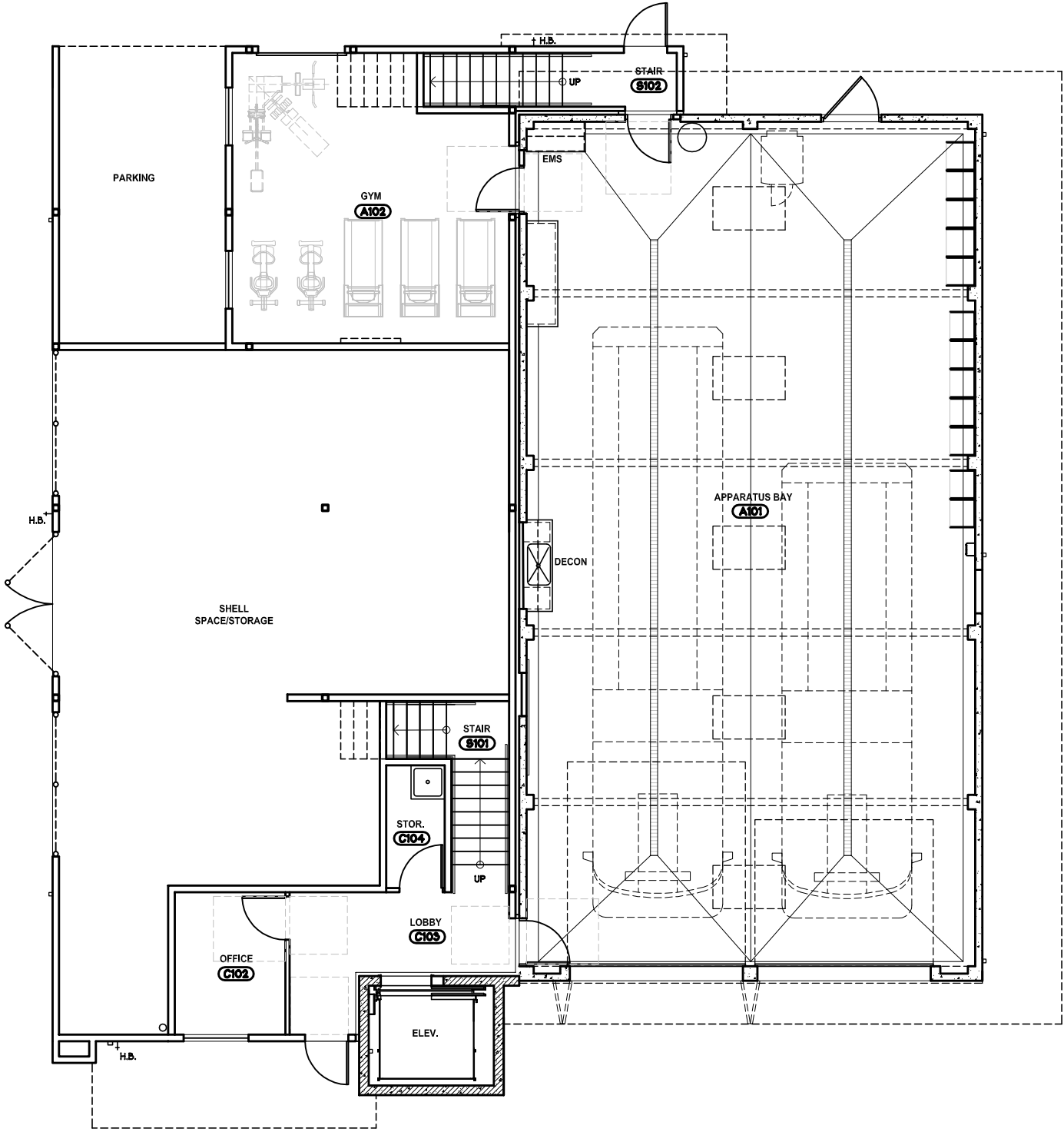
Authorization of Additional Services indicated. Date

- Attachments: Existing and proposed floor plans (see Exhibit B)
Architectural proposal: LCA Architects (see Exhibit C)
Structural proposal: Crosby Group (see Exhibit D)
Mechanical proposal: Engineering Network (see Exhibit E)
Electrical proposal: Esfahani Consulting Engineers (see Exhibit F)
Civil proposal: CSW|ST2 (see Exhibit G)

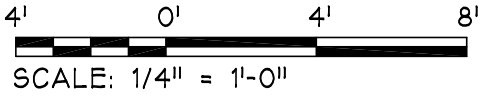
Exhibit B



2 REVISED 1ST FLOOR PLAN
SCALE: 1/4"=1'-0"



1 CURRENT 1ST FLOOR PLAN
SCALE: 1/4"=1'-0"




 <small>WWW.LCA-ARCHITECTS.COM (800) 944-1081 WALNUT CREEK (916) 272-1081 DUBLIN, CA</small>	FS 54 REDESIGN	
	SCALE	1/4" = 1'-0"
	DATE	4/7/21
	PROJECT	18058
	PAGE	



Exhibit C

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: April 8, 2021
Project: San Rafael Fire Station 54
LCA Project #: 19073

ADDITIONAL SERVICE REQUEST 3

Scope of Work:

Greg Barton: 40 hours

We estimate 40 hours of time to make the turnout locker room and gym revisions for Fire Station 54. The list of drawings that need revising are as follows:

Site Plan	A1.1
Floor Plan	A2.1
Dimensional Plan	A2.3
Ceiling Plan	A2.5
Slab Plan	A2.8
Finish Plan	A2.9
Exterior Elevations	A3.2
Sections	A3.3
Interior Elevations	A4.2
Door and Finish Schedules	A6.1 & A6.2

Fixed Fee: \$7,600.00

We have staff available who can start this work as soon as you release us to do the work and sign our agreement.

Best regards,



Carl E. Campos, CEO
LCA Architects, Inc.

4/8/21

Date

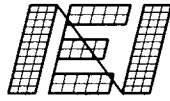


Exhibit E

March 25, 2021

Mr. Carl Campos
LCA ARCHITECTS, INC.
590 Ygnacio Valley Rd., Ste. 310
Walnut Creek, CA 94596

Re: Fire Station 54
San Rafael

Dear Carl:

We are pleased to submit our proposal for mechanical and plumbing engineering services on the above referenced project.

1. Scope of Work and Assumptions:

1. Revise the HVAC fan coil and ductwork for the Fitness Room.
2. Add supply diffuser & ductwork for the EMS area.
3. Design a new ceiling exhaust fan for the Turnout Room.
4. Revise the condensate drain piping for the relocated fan coil unit.

Total Fee: \$2,860.

Sincerely,
Engineering Network

Mansour Firouzian, P.E.
Principal

Accepted By:

Name/Title _____

Signature _____

Date _____

Exhibit F

ESFAHANI CONSULTING ENGINEERS

2819 Crow Canyon Road Suite 200, San Ramon, CA 94582

Tel. 925.556.0691

mail@esfahani.us

Request for Authorization

Date: **March 24, 2021**

Mr. Carl Campos

LCA Architects Inc.

590 Ygnacio Valley Road, Suite 310,

Walnut Creek, CA 94596

**Re: Fire Station 54, San Rafael CA
First Floor Revision, Electrical Fee Proposal**

Dear Carl:

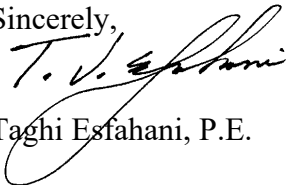
Per your instruction, we will revise our electrical design to incorporate the floor plan changes into electrical drawings.

1. Update architectural floor plan
2. Revise lighting plan
3. Revise power plan
4. Revise signal plan
5. Revise panel schedules
6. Redo Title 24 lighting calculations
7. Coordinate with Architect and consultants

We provide these services for a lump sum fee of \$1,200

If the proposed fee is satisfactory, please sign on copy and email it back in order for us to proceed.

Sincerely,



Taghi Esfahani, P.E.

ACCEPTED AND APPROVED:

By: _____

Title: _____

Date: _____

Exhibit G

CSW | ST 2

45 Leveroni Court
Novato, CA 94949
www.cswst2.com

415.883.9850
Fax: 415.883.9835

Berkeley
Novato
Petaluma
Pleasanton
Redwood City
Richmond
Sacramento

CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

Date: March 29, 2021
File: 2019-10-016

Greg Barton
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

**RE: SAN RAFAEL: RENOVATION FIRE STATION 54 AND FIRE STATION 55
CONFIRMATION OF ADDITIONAL SERVICES NO. 02**

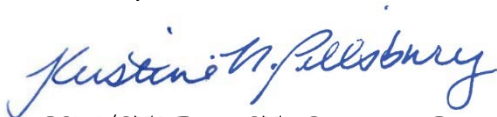
Dear Greg:

Enclosed is Confirmation of Additional Services No. 2 (CAS 02) to cover the services we are performing in connection with the project located in San Rafael, California.

If you find this Confirmation of Additional Services acceptable, please issue a Contract Amendment to our existing agreement to cover these services.

If you have any questions, please call me.

Sincerely,



CSW/STUBER-STROEH ENGINEERING GROUP, INC.

Enclosures

Exhibit G Continued



45 Leveroni Court
Novato, CA 94949
www.cswst2.com

415.883.9850
Fax: 415.883.9835

Berkeley
Novato
Petaluma
Pleasanton
Redwood City
Richmond
Sacramento

CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

CONFIRMATION OF ADDITIONAL SERVICES

File No.: 2019-10-016 Confirmation No.: 02 Date: March 29, 2021
Project: San Rafael: Renovation Fire Station 54 and Fire Station 55
Client: LCA Architects, Inc.

DESCRIPTION OF WORK:

Revise Construction Documents for Fire Station 54 to accommodate revised floor plan configuration.

ORIGINAL CONTRACT PRICE: (Per Contract Dated: _____)	\$	_____
Net Changes by Previously Authorized Additional Services:	\$	_____
Contract Sum Prior to this Confirmation:	\$	_____
Amount Contract will be INCREASED / DECREASED for these services:	\$	<u>3,150.00</u>
REVISED CONTRACT PRICE: (Per Date of this Confirmation)	\$	_____

This Completion Time will be Adjusted as follows:

THE CONTRACT PRICE OF THE ABOVE-REFERENCED CONTRACT IS HEREBY ADJUSTED AS DESCRIBED IN THIS CONFIRMATION OF ADDITIONAL SERVICES AND AS PROVIDED IN THE "CSW|STUBER-STROEH ENGINEERING GROUP, INC. CONTRACT TERMS AND CONDITIONS." IF WE DO NOT RECEIVE WRITTEN AUTHORIZATION WITHIN THREE BUSINESS DAYS AND PROCEED WITH THE WORK COVERED BY THIS CONFIRMATION, THE CONFIRMATION WILL HAVE THE SAME EFFECT AS IF IT WERE SIGNED. ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE ABOVE-REFERENCED CONTRACT, AND THE ASSOCIATED "CSW|STUBER-STROEH ENGINEERING GROUP, INC. CONTRACT TERMS AND CONDITIONS," EXCEPT AS DULY MODIFIED BY THIS AND PREVIOUS CONFIRMATIONS, IF ANY, REMAIN IN FULL FORCE AND EFFECT.

**PLEASE SIGN AND RETURN THIS CONFIRMATION.
WE WILL RETURN A FULLY EXECUTED COPY TO YOU FOR YOUR RECORDS.**

APPROVALS

CLIENT: LCA ARCHITECTS, INC.

CONSULTANT: CSW|STUBER-STROEH
ENGINEERING GROUP, INC.

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____



ARCHITECT'S ADDITIONAL SERVICE REQUEST

ASR 03

Date: April 8, 2021 LCA Project #19073

Project: Fire Station 54, San Rafael, CA
Owner: San Rafael Fire Department Public Works Department
Individual: Bill Guerin, Director, Public Works
Subject: Turnout Locker Room and Gym Revision

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

Explanation: Per the Client's request, the following has been added to the Scope of Work:

- 1. Relocate turnout locker from wall at Apparatus Bay to new turnout locker room at current gym location.
2. Remove proposed parking stall under the building and infill with new gym area.
3. Create hallway to connect Apparatus Bay to gym and create EMS storage wall (see Exhibit B).

Architectural Scope (see Exhibit C): Provide CAD base design drawings and Construction Documents.
Structural Scope (see Exhibit D): Provide updated Structural drawings and calculations.
Mechanical Scope (see Exhibit E): Revise HVAC design and condensate piping.
Electrical Scope (see Exhibit F): Revise lighting, power, signal panels and Title-24 calculations.
Civil Scope (see Exhibit G): Revise site grading and drawing plans.

FEE SCHEDULE: Fire Station 54

Table with 2 columns: Description (A-E) and Amount (\$7,600.00 to \$3,150.00)

TOTAL ADDITIONAL SERVICE REQUEST (NOT TO EXCEED) \$17,310.00

Thank you,

Carl E. Campos, CEO
LCA Architects, Inc.

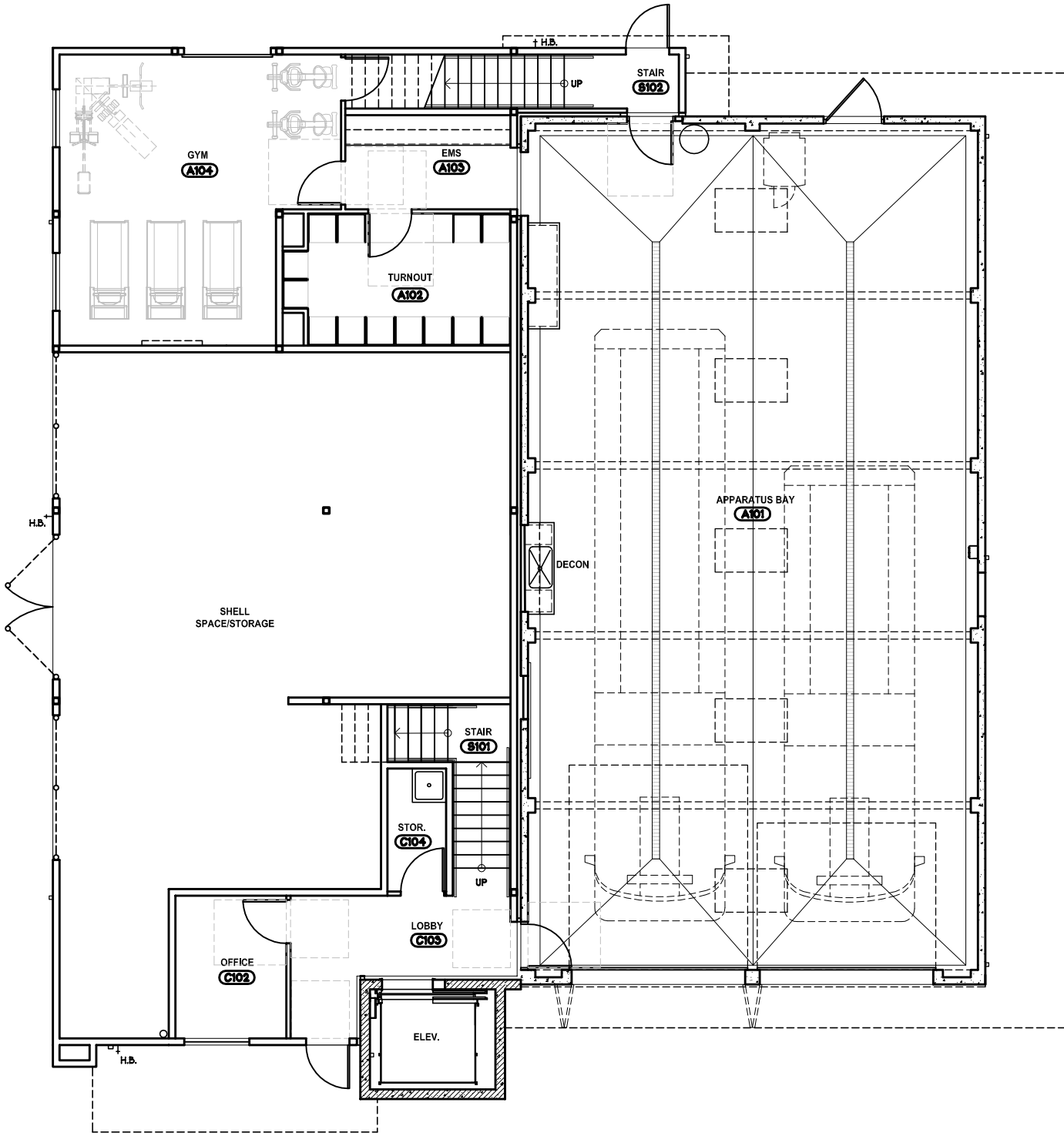
Date

Authorization of Additional Services indicated.

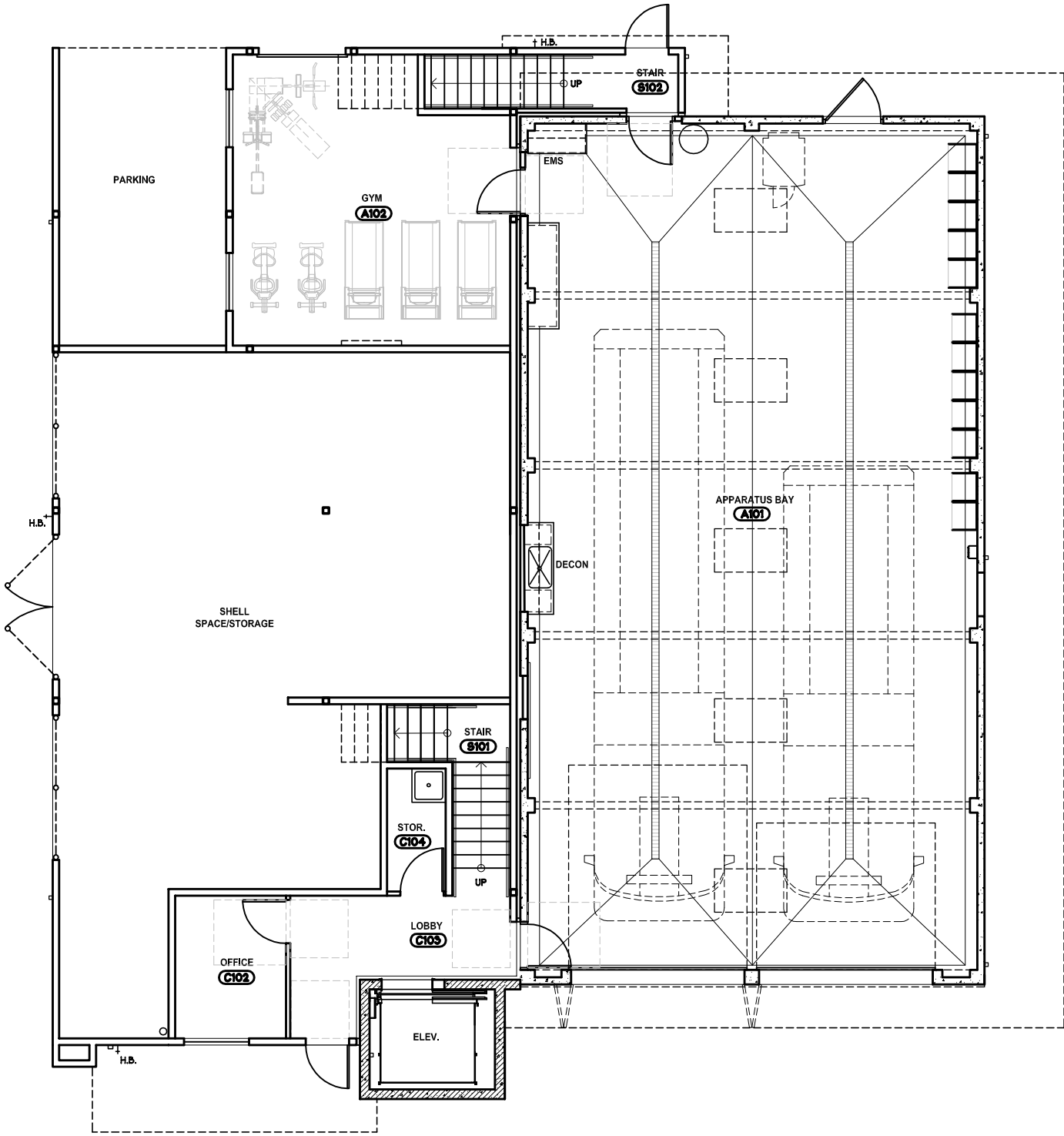
Date

- Attachments: Existing and proposed floor plans (see Exhibit B)
Architectural proposal: LCA Architects (see Exhibit C)
Structural proposal: Crosby Group (see Exhibit D)
Mechanical proposal: Engineering Network (see Exhibit E)
Electrical proposal: Esfahani Consulting Engineers (see Exhibit F)
Civil proposal: CSW|ST2 (see Exhibit G)

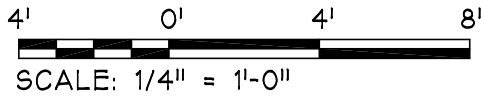
Exhibit B



2 REVISED 1ST FLOOR PLAN
SCALE: 1/4"=1'-0"



1 CURRENT 1ST FLOOR PLAN
SCALE: 1/4"=1'-0"




 <small>WWW.LCA-ARCHITECTS.COM (800) 944-1081 WALNUT CREEK (916) 275-1081 DUBLIN, CA</small>	FS 54 REDESIGN	
	SCALE	1/4" = 1'-0"
	DATE	4/7/21
	PROJECT	18058
	PAGE	



Exhibit C

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: April 8, 2021
Project: San Rafael Fire Station 54
LCA Project #: 19073

ADDITIONAL SERVICE REQUEST 3

Scope of Work:

Greg Barton: 40 hours

We estimate 40 hours of time to make the turnout locker room and gym revisions for Fire Station 54. The list of drawings that need revising are as follows:

Site Plan	A1.1
Floor Plan	A2.1
Dimensional Plan	A2.3
Ceiling Plan	A2.5
Slab Plan	A2.8
Finish Plan	A2.9
Exterior Elevations	A3.2
Sections	A3.3
Interior Elevations	A4.2
Door and Finish Schedules	A6.1 & A6.2

Fixed Fee: \$7,600.00

We have staff available who can start this work as soon as you release us to do the work and sign our agreement.

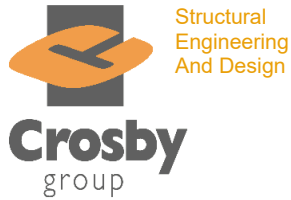
Best regards,



Carl E. Campos, CEO
LCA Architects, Inc.

4/8/21

Date



155 Bovet Road, Suite 550
San Mateo, CA 94402
Tel 650.367.8100
Fax 650.598.0277

Exhibit D

ADDITIONAL SERVICE REQUEST

DATE: April 7, 2021
PROJECT: San Rafael Fire Station No. 54 Revisions
CG JOB NO: LCA-140-19
(CLIENT) JOB NO: 17004

ADDITIONAL SERVICES REQUEST NO. 3

SCOPE OF WORK:

For Fire Station No. 54, extend current Gym area North and eliminate the covered parking area. Work includes updates to drawings and calculations to incorporate these changes and address any associated plan check comments.


EXCLUSIONS:

Items that are excluded include any work outside the specific scope noted above.

FEE ARRANGEMENT:

Compensation for the outlined Scope of Work shall be a lump sum amount of \$2,500.00 (Two Thousand Five Hundred Dollars).

OFFERED BY:

Signature  Date 04/07/21

Patrick Crosby, S.E. / Principal
Printed Name / Title
Crosby Group

AUTHORIZATION:

Your signature indicates your approval to proceed with the outlined Additional Services while the formal amendment to the original Contract is being prepared and executed.

Signature Date

Printed Name / Title
LCA Architects

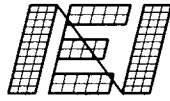


Exhibit E

March 25, 2021

Mr. Carl Campos
LCA ARCHITECTS, INC.
590 Ygnacio Valley Rd., Ste. 310
Walnut Creek, CA 94596

Re: Fire Station 54
San Rafael

Dear Carl:

We are pleased to submit our proposal for mechanical and plumbing engineering services on the above referenced project.

1. Scope of Work and Assumptions:

1. Revise the HVAC fan coil and ductwork for the Fitness Room.
2. Add supply diffuser & ductwork for the EMS area.
3. Design a new ceiling exhaust fan for the Turnout Room.
4. Revise the condensate drain piping for the relocated fan coil unit.

Total Fee: \$2,860.

Sincerely,
Engineering Network

Mansour Firouzian, P.E.
Principal

Accepted By:

Name/Title _____

Signature _____

Date _____

Exhibit F

ESFAHANI CONSULTING ENGINEERS

2819 Crow Canyon Road Suite 200, San Ramon, CA 94582

Tel. 925.556.0691

mail@esfahani.us

Request for Authorization

Date: **March 24, 2021**

Mr. Carl Campos

LCA Architects Inc.

590 Ygnacio Valley Road, Suite 310,

Walnut Creek, CA 94596

**Re: Fire Station 54, San Rafael CA
First Floor Revision, Electrical Fee Proposal**

Dear Carl:

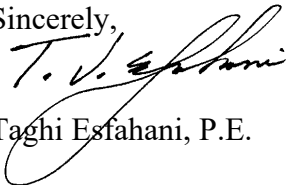
Per your instruction, we will revise our electrical design to incorporate the floor plan changes into electrical drawings.

1. Update architectural floor plan
2. Revise lighting plan
3. Revise power plan
4. Revise signal plan
5. Revise panel schedules
6. Redo Title 24 lighting calculations
7. Coordinate with Architect and consultants

We provide these services for a lump sum fee of \$1,200

If the proposed fee is satisfactory, please sign on copy and email it back in order for us to proceed.

Sincerely,



Taghi Esfahani, P.E.

ACCEPTED AND APPROVED:

By: _____

Title: _____

Date: _____

Exhibit G

CSW | ST 2

45 Leveroni Court
Novato, CA 94949
www.cswst2.com

415.883.9850
Fax: 415.883.9835

Berkeley
Novato
Petaluma
Pleasanton
Redwood City
Richmond
Sacramento

CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

Date: March 29, 2021
File: 2019-10-016

Greg Barton
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

**RE: SAN RAFAEL: RENOVATION FIRE STATION 54 AND FIRE STATION 55
CONFIRMATION OF ADDITIONAL SERVICES NO. 02**

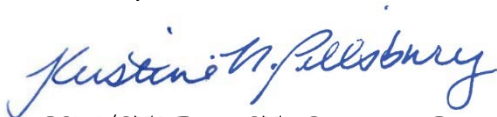
Dear Greg:

Enclosed is Confirmation of Additional Services No. 2 (CAS 02) to cover the services we are performing in connection with the project located in San Rafael, California.

If you find this Confirmation of Additional Services acceptable, please issue a Contract Amendment to our existing agreement to cover these services.

If you have any questions, please call me.

Sincerely,



CSW/STUBER-STROEH ENGINEERING GROUP, INC.

Enclosures

Exhibit G Continued



45 Leveroni Court
Novato, CA 94949
www.cswst2.com

415.883.9850
Fax: 415.883.9835

Berkeley
Novato
Petaluma
Pleasanton
Redwood City
Richmond
Sacramento

CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

CONFIRMATION OF ADDITIONAL SERVICES

File No.: 2019-10-016 Confirmation No.: 02 Date: March 29, 2021
Project: San Rafael: Renovation Fire Station 54 and Fire Station 55
Client: LCA Architects, Inc.

DESCRIPTION OF WORK:

Revise Construction Documents for Fire Station 54 to accommodate revised floor plan configuration.

ORIGINAL CONTRACT PRICE: (Per Contract Dated: _____)	\$	_____
Net Changes by Previously Authorized Additional Services:	\$	_____
Contract Sum Prior to this Confirmation:	\$	_____
Amount Contract will be INCREASED / DECREASED for these services:	\$	<u>3,150.00</u>
REVISED CONTRACT PRICE: (Per Date of this Confirmation)	\$	_____

This Completion Time will be Adjusted as follows:

THE CONTRACT PRICE OF THE ABOVE-REFERENCED CONTRACT IS HEREBY ADJUSTED AS DESCRIBED IN THIS CONFIRMATION OF ADDITIONAL SERVICES AND AS PROVIDED IN THE "CSW|STUBER-STROEH ENGINEERING GROUP, INC. CONTRACT TERMS AND CONDITIONS." IF WE DO NOT RECEIVE WRITTEN AUTHORIZATION WITHIN THREE BUSINESS DAYS AND PROCEED WITH THE WORK COVERED BY THIS CONFIRMATION, THE CONFIRMATION WILL HAVE THE SAME EFFECT AS IF IT WERE SIGNED. ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE ABOVE-REFERENCED CONTRACT, AND THE ASSOCIATED "CSW|STUBER-STROEH ENGINEERING GROUP, INC. CONTRACT TERMS AND CONDITIONS," EXCEPT AS DULY MODIFIED BY THIS AND PREVIOUS CONFIRMATIONS, IF ANY, REMAIN IN FULL FORCE AND EFFECT.

**PLEASE SIGN AND RETURN THIS CONFIRMATION.
WE WILL RETURN A FULLY EXECUTED COPY TO YOU FOR YOUR RECORDS.**

APPROVALS

CLIENT: LCA ARCHITECTS, INC.

CONSULTANT: CSW|STUBER-STROEH
ENGINEERING GROUP, INC.

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin, Director

City Manager Approval:  _____

TOPIC: TRANSIT CENTER UPDATE

SUBJECT: INFORMATIONAL UPDATE FROM GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT REGARDING THE NEW DOWNTOWN SAN RAFAEL TRANSIT CENTER

RECOMMENDATION: Accept the informational report and provide feedback to staff.

DISCUSSION: In June 2012, the City Council approved the [Downtown Station Area Plan](#), setting the stage to create vibrant, mixed-use, livable areas supported by a mix of transit opportunities, including passenger rail service by the Sonoma Marin Area Rail Transit (SMART) downtown San Rafael station. SMART is now in full revenue operations including the Larkspur extension that has bisected the existing Bettini Transit Center. The impact to the existing transit center is significant and Golden Gate Bridge, Highway and Transportation District (GGBHTD) has undertaken the development of an evaluation of alternative locations for the Transit Center. The new Transit Center will largely be funded by Regional Measure 3 (Attachment A) and is shown on the accompanying expenditure plan (Attachment B).

Staff from the City, GGBHTD, Marin Transit, SMART, and others developed and evaluated a series of options that culminated in three recommended alternatives that were presented to Council on October 17, 2016 in the [San Rafael Transit Final Report](#). In spring of 2017, the Transportation Authority of Marin (TAM) provided \$1.25 million to GGBHTD to complete the environmental analysis and develop the conceptual design for the new transit center. GGBHTD hired a team led by Kimley-Horn to develop their environmental analysis and preliminary design that will culminate in a preferred option when the environmental review is completed.

GGBHTD held public outreach meetings, conducted surveys, and reached out to various advisory groups to get feedback on the proposed ideas. The team briefed the Council on the progress of the environmental analysis on [September 4, 2018](#). More recently, GGBHTD has spent considerable time refining the conceptual design of the three alternatives and developing

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

transportation and traffic analyses to support the selection of a preferred alternative. GGBHTD anticipates releasing the Draft Environmental Impact Report in late spring 2021 for public comment.

The location of the transit center will have a significant impact on the nearby land use patterns because the new transit center and nearby SMART station will likely cause transit-oriented development (TOD) to occur on the surrounding City blocks. This future development will have property and business tax implications and will impact traffic patterns in this already congested part of the downtown. The City Council provided “guiding principles” for GGBHTD to consider in the development of its alternatives (Attachment C). These guiding principles included maximizing Fourth Street vitality, clearly defining transit center access routes, improving the use of the Caltrans right-of-way, demonstrate enduring design, and preserving the Whistlestop building. As part of its environmental analysis, GGBHTD also studied the transit and traffic implications of the three alternatives. City staff reviewed their report and summarized comments on each alternative (Attachment D).

The City of San Rafael has a critical role in the approval of the final concept as one of several agencies that must agree to the plan in order for it to proceed. The California Streets and Highways Code section 30914.7 (a)(24) states in part “The selected alternative shall be approved by the City of San Rafael, the Golden Gate Bridge Highway and Transportation District, the Transportation Authority of Marin, and Marin Transit”. (Attachment E). In addition, the City and GGBHTD on October 27, 2017, signed an MOU (Attachment F) that states, “The parties agree that the selected alternative must be approved by the City Council”.

GGBHTD is seeking to update the City Council as to what has taken place to date and the next steps. GGBHTD staff will present the background and concepts to the City Council in order for the Council and public to ask any questions and provide comments/input.

COMMUNITY OUTREACH: GGBHTD has created a project webpage (<http://goldengate.org/SRTC/>) to share information about the project, including the public meetings and open houses, surveys, videos of presentations, and ways to get involved in the planning process. The City of San Rafael helps to promote these opportunities to the community through the City’s website, social media, and the City Manager’s newsletter.

FISCAL IMPACT: There is no direct fiscal impact to the action requested in this report.

RECOMMENDATION: Accept the informational report and provide feedback to staff.

ATTACHMENTS:

- A Senate Bill No. 595, see Section 30914.7 (a)(24)
- B Expenditure Plan
- C Guiding Principles
- D Transit and Traffic Analysis Comments
- E California Streets and Highway Code Section 30914.7
- F MOU Between GGBHTD and City of San Rafael
- G Correspondence

Senate Bill No. 595

CHAPTER 650

An act to add Article 7 (commencing with Section 28840) to Chapter 3 of Part 2 of Division 10 of the Public Utilities Code, and to amend Sections 149.6, 30102.5, 30891, 30911, 30915, 30916, 30918, 30920, 30922, and 30950.3 of, and to add Sections 30914.7 and 30923 to, the Streets and Highways Code, relating to transportation.

[Approved by Governor October 10, 2017. Filed with
Secretary of State October 10, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 595, Beall. Metropolitan Transportation Commission: toll bridge revenues: BART Inspector General: Santa Clara Valley Transportation Authority: high-occupancy toll lanes.

(1) Existing law creates the Metropolitan Transportation Commission (MTC) as a regional agency in the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law creates the Bay Area Toll Authority (BATA) as a separate entity governed by the same governing board as MTC and makes BATA responsible for the programming, administration, and allocation of toll revenues from the state-owned toll bridges in the San Francisco Bay area. Existing law authorizes BATA to increase the toll rates for certain purposes, including to meet its bond obligations, provide funding for certain costs associated with the bay area state-owned toll bridges, including for the seismic retrofit of those bridges, and provide funding to meet the requirements of certain voter-approved regional measures. Existing law provided for submission of 2 regional measures to the voters of 7 bay area counties in 1988 and 2004 relative to specified increases in bridge auto tolls on the bay area state-owned toll bridges, subject to approval by a majority of the voters.

This bill would require the City and County of San Francisco and the other 8 counties in the San Francisco Bay area to conduct a special election, to be known as Regional Measure 3, on a proposed increase in the amount of the toll rate charged on the state-owned toll bridges in that area to be used for specified projects and programs. The bill would require BATA to select the amount of the proposed increase, not to exceed \$3, to be placed on the ballot for voter approval. If approved by the voters, the bill would authorize BATA, beginning 6 months after the election approving the toll increase, to phase in the toll increase over a period of time and to adjust the toll increase for inflation after the toll increase is phased in completely. The bill would specify that, except for the inflation adjustment, providing funding to meet the requirements of voter approved regional measures, and as

otherwise specified in statute, the toll increase adopted pursuant to the results of this election may not be changed without the statutory authorization of the Legislature. By requiring this election, the bill would impose a state-mandated local program. The bill would require BATA to reimburse from toll revenues, as specified, the counties and the City and County of San Francisco for the cost of submitting the measure to the voters.

This bill would require BATA to establish an independent oversight committee within 6 months of the effective date of the Regional Measure 3 toll increase with a specified membership, to ensure the toll revenues generated by the toll increase are expended consistent with a specified expenditure plan. The bill would require BATA to submit an annual report to the Legislature on the status of the projects and programs funded by the toll increase.

(2) Existing law authorizes BATA to vary the toll structure on each of the bay area state-owned toll bridges and to provide discounts for vehicles classified by BATA as high-occupancy vehicles.

This bill would additionally authorize BATA to provide discounts for vehicles that pay for tolls electronically or through other non-cash methods and to charge differential rates based on the chosen method.

This bill, with respect to the Regional Measure 3 toll increase, would require BATA to provide a 50% discount on the amount of that toll increase on the 2nd bridge crossing for those commuters using a two-axle vehicle, who pay tolls electronically or through other noncash methods and who cross 2 bridges during commute hours, as specified.

Existing law, if BATA establishes high-occupancy vehicle lane fee discounts or access for vehicles classified by BATA as high-occupancy vehicles for any bridge, requires BATA to collaborate with the Department of Transportation to reach agreement on how the occupancy requirements shall apply on each segment of highway that connects with that bridge.

This bill would instead require BATA to establish those occupancy requirements in consultation with the department.

(3) Existing law establishes the San Francisco Bay Area Rapid Transit District (BART), governed by a board of directors, with specified powers and duties relative to the construction and operation of a rapid transit system.

This bill would create the Independent Office of the BART Inspector General within BART. The bill would provide for the board of directors to nominate 3 persons to the Governor and for the Governor to appoint one of those nominees to serve as the Inspector General for a 4-year term. The bill would require the Inspector General to be removed from office by the board of directors, subject to the approval of the Governor, under certain circumstances. The bill would specify the duties and responsibilities of the Inspector General and would require the Inspector General to submit an annual report to the board of directors and the Legislature. The bill would provide for the office to receive \$1,000,000 from an allocation of bridge toll revenue from BATA and, in the second and subsequent years of operation of the office, would authorize BATA to increase that amount, as specified. The bill would make these provisions operative upon an

affirmative vote to increase tolls on the bay area state-owned toll bridges pursuant to Regional Measure 3 or related provisions.

(4) Existing law authorizes the Santa Clara Valley Transportation Authority (VTA) to conduct, administer, and operate a value pricing high-occupancy toll (HOT) lane program on 2 corridors included in the high-occupancy vehicle lane system in Santa Clara County. Existing law authorizes a HOT lane established as part of this program on State Highway Route 101 to extend into the County of San Mateo as far as the high-occupancy lane in the County of San Mateo existed as of January 1, 2011, subject to agreement of the City/County Association of Governments of San Mateo County.

This bill would delete the authorization for a HOT lane to extend into the specified portion of San Mateo County as part of a value pricing program established on 2 corridors in Santa Clara County. The bill would instead authorize VTA to specifically conduct, administer, and operate a value pricing high-occupancy toll lane program on State Highway Route 101 in San Mateo County in coordination with the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority, as prescribed.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The San Francisco Bay area's strong economy and growing population are placing a tremendous burden on its aging transportation infrastructure. Between 2010 and 2040, the population is forecasted to grow by 2.3 million, while the number of jobs are projected to grow by 1.3 million.

(b) Traffic congestion on the region's seven state-owned toll bridges degrades the bay area's quality of life, impairs its economy, and shows no signs of abating. Between 2010 and 2015, combined volumes on the region's seven state-owned toll bridges grew by 11 percent, while volumes on just the Dumbarton Bridge, the Richmond-San Rafael Bridge, and the San Mateo-Hayward Bridge grew by 20 percent.

(c) In 2015, five of the region's top 10 worst congested roadways were in the South Bay (San Mateo or Santa Clara Counties).

(d) In the San Francisco-Oakland Bay Bridge corridor from Hercules to San Francisco, weekday traffic speeds average less than 35 mph from 5:35 a.m. until 7:50 p.m.

(e) Weekday congestion on the west approach to the San Francisco-Oakland Bay Bridge in the eastbound direction typically begins before 1 p.m. and continues until 9:30 p.m.

(f) Weekday northbound traffic congestion on State Highway Route 101 from Novato to Petaluma begins by 3 p.m. and typically lasts over three hours.

(g) Daily peak-hour traffic on State Highway Route 37 between Marin and Solano Counties jumped over 40 percent from 2010 to 2015.

(h) The region's only rail link across San Francisco Bay, the Bay Area Rapid Transit District (BART), is 44 years old and faces multibillion-dollar capital funding shortfalls to accommodate growing ridership and achieve a state of good repair. Meanwhile, BART ridership is at record levels, exceeding 128 million in fiscal year 2016, a 27-percent increase from fiscal year 2010.

(i) Annual ridership on ferries from Alameda, Oakland, and Vallejo to San Francisco and South San Francisco more than doubled between 2010 and 2016, from 1.1 million to 2.5 million.

(j) Ridership on the weekday transbay bus service provided by the Alameda-Contra Costa Transit District rose 33 percent between 2012 and 2016.

(k) Truck traffic in and out of the Port of Oakland grew by 33 percent since 2000 and contributes to worsening congestion on the region's bridges and roadways. An estimated 99 percent of the containerized goods moving through northern California are loaded or discharged at the port.

(l) The last time bay area voters had the opportunity to approve new funding for improvements in the bridge corridors was in 2004, when voters approved Regional Measure 2, a \$1 toll increase.

(m) To improve the quality of life and sustain the economy of the San Francisco Bay area, it is the intent of the Legislature to require the Metropolitan Transportation Commission to place on the ballot a measure authorizing the voters to approve an expenditure plan to improve mobility and enhance travel options on the bridges and bridge corridors to be paid for by an increase in the toll rate on the seven state-owned bridges within its jurisdiction.

SEC. 2. Article 7 (commencing with Section 28840) is added to Chapter 3 of Part 2 of Division 10 of the Public Utilities Code, to read:

Article 7. The Office of the BART Inspector General

28840. (a) There is hereby created in the district an independent Office of the BART Inspector General to ensure that the district makes effective use of bridge toll revenue and other revenue and operates efficiently, effectively, and in compliance with applicable federal and state laws.

(b) (1) The board shall nominate three persons to the Governor who shall appoint one of the three persons nominated by the board to serve as the BART Inspector General for an initial four-year term. The board shall

have the option to renew the term at will. The BART Inspector General shall be removed from office by the board, subject to approval of the Governor, only if either of the following occur:

(A) A two-thirds majority of the members of the board votes for removal.

(B) The Inspector General violates a federal or state law or regulation, a local ordinance, or a policy or practice of the authority relative to ethical practices, including, but not limited to, the acceptance of gifts or contributions.

(2) The reasons for removal of the Inspector General shall be stated in writing and shall include the basis for removal. The document stating the reasons for dismissal shall be deemed a public document and posted on the district's Internet Web site.

(c) Within one year of the operative date of this article, the board shall nominate three persons to serve as the first BART Inspector General to be appointed pursuant to subdivision (b).

28841. The duties and responsibilities of the BART Inspector General shall include, but are not limited to, all of the following:

(a) To examine the operating practices of the district to identify fraud, waste, and opportunities for efficiencies in the administration of programs and operations.

(b) To ensure the BART administration, the board of directors, and the public are fully informed of his or her findings and recommendations.

(c) To identify opportunities to improve the data used to determine project resource allocations.

(d) To conduct, supervise, and coordinate audits and investigations relating to the district's programs and operations, including, but not limited to, toll-funded programs.

(e) To identify best practices in the delivery of capital projects and recommend policies to enable the district to adopt these practices when practicable.

(f) To recommend policies promoting efficiency in the administration of programs and operations.

(g) To review and recommend best practices that the district should follow to maintain positive and productive relations with its employees and the collective bargaining units representing those employees.

28842. The Office of the BART Inspector General shall receive one million dollars (\$1,000,000) from an allocation of bridge toll revenue from the Bay Area Toll Authority. In the second and subsequent years of operation of the office, the authority may increase the amount of funding allocated for this purpose to the extent funds are requested and justified by the office and can be accommodated in the authority's budget.

28843. The BART Inspector General shall report at least annually to the board of directors and the Legislature with a summary of his or her findings, investigations, and audits. The summary shall be posted on the district's Internet Web site and shall otherwise be made available to the public upon its release to the board. The summary shall include, but need not be limited to, significant problems discovered by the BART Inspector

General and whether recommendations of the BART Inspector General relative to investigations and audits have been implemented by the district.

28844. Any investigatory file compiled by the BART Inspector General is an investigatory file compiled by a local law enforcement agency subject to disclosure pursuant to subdivision (f) of Section 6254 of the Government Code.

28845. This article shall become operative upon an affirmative vote of the residents of the City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma to increase tolls pursuant to Section 30923 of the Streets and Highways Code on the bridges described in Section 30910 of the Streets and Highways Code.

SEC. 3. Section 149.6 of the Streets and Highways Code is amended to read:

149.6. (a) Notwithstanding Sections 149, 149.7, and 30800, and Section 21655.5 of the Vehicle Code, the Santa Clara Valley Transportation Authority (VTA) created by Part 12 (commencing with Section 100000) of Division 10 of the Public Utilities Code may conduct, administer, and operate a value pricing program on any two of the transportation corridors included in the high-occupancy vehicle lane system in Santa Clara County in coordination with the Metropolitan Transportation Commission and consistent with Section 21655.6 of the Vehicle Code.

(b) Notwithstanding Sections 149, 149.7 and 30800, and Section 21655.5 of the Vehicle Code, the VTA may conduct, administer, and operate a value pricing program on State Highway Route 101 in San Mateo County in coordination with the City/County Association of Governments of San Mateo County and with the San Mateo County Transportation Authority and consistent with Section 21655.6 of the Vehicle Code.

(c) (1) VTA, under the circumstances described in subdivisions (a) and (b), may direct and authorize the entry and use of those high-occupancy vehicle lanes by single-occupant vehicles for a fee. The fee structure shall be established from time to time by the authority. A high-occupancy vehicle lane may only be operated as a high-occupancy toll (HOT) lane during the hours that the lane is otherwise restricted to use by high-occupancy vehicles.

(2) VTA shall enter into a cooperative agreement with the Bay Area Toll Authority to operate and manage the electronic toll collection system.

(d) With the consent of the department, VTA shall establish appropriate performance measures, such as speed or travel times, for the purpose of ensuring optimal use of the HOT lanes by high-occupancy vehicles without adversely affecting other traffic on the state highway system. Unrestricted access to the lanes by high-occupancy vehicles shall be available at all times, except that those high-occupancy vehicles may be required to have an electronic transponder or other electronic device for enforcement purposes. At least annually, the department shall audit the performance during peak traffic hours and report the results of that audit at meetings of the program management team.

(e) Single-occupant vehicles that are certified or authorized by the authority for entry into, and use of, the high-occupancy vehicle lanes in Santa Clara County and San Mateo County are exempt from Section 21655.5 of the Vehicle Code, and the driver shall not be in violation of the Vehicle Code because of that entry and use.

(f) VTA shall carry out a value pricing program established pursuant to this section in cooperation with the department pursuant to an agreement that addresses all matters related to design, construction, maintenance, and operation of state highway system facilities in connection with the value pricing program. An agreement to carry out the program authorized pursuant to subdivision (b) shall be subject to the review and approval by the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority.

(g) (1) Agreements between VTA, the department, and the Department of the California Highway Patrol shall identify the respective obligations and liabilities of those entities and assign them responsibilities relating to the program. The agreements entered into pursuant to this section shall be consistent with agreements between the department and the United States Department of Transportation relating to this program. The agreements shall include clear and concise procedures for enforcement by the Department of the California Highway Patrol of laws prohibiting the unauthorized use of the high-occupancy vehicle lanes, which may include the use of video enforcement. The agreements shall provide for reimbursement of state agencies, from revenues generated by the program, federal funds specifically allocated to the authority for the program by the federal government, or other funding sources that are not otherwise available to state agencies for transportation-related projects, for costs incurred in connection with the implementation or operation of the program.

(2) The revenues generated by the program shall be available to VTA for the direct expenses related to the operation (including collection and enforcement), maintenance, construction, and administration of the program. The VTA's administrative costs in the operation of the program shall not exceed 3 percent of the revenues.

(3) (A) For a value pricing program established pursuant to subdivision (a), all remaining revenue generated by the program after expenditures made pursuant to paragraph (2) shall be used in the corridor from which the revenues were generated exclusively for the preconstruction, construction, and other related costs of high-occupancy vehicle facilities, transportation corridor improvements, and the improvement of transit service, including, but not limited to, support for transit operations pursuant to an expenditure plan adopted by the VTA.

(B) For a value pricing program established pursuant to subdivision (b), all remaining revenue generated by the program after expenditures made pursuant to paragraph (2) shall be used in the corridor from which the revenues were generated exclusively for the preconstruction, construction, and other related costs of high-occupancy vehicle facilities, transportation corridor improvements, and the improvement of transit service, including,

but not limited to, support for transit operations pursuant to an expenditure plan adopted by the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority.

(h) (1) The VTA may issue bonds, refunding bonds, or bond anticipation notes, at any time to finance construction and construction-related expenditures necessary to implement a value pricing program established pursuant to subdivision (a) or (b) and construction and construction-related expenditures that are provided for in an expenditure plan adopted pursuant to paragraph (3) of subdivision (e), payable from the revenues generated from the program.

(2) The maximum bonded indebtedness that may be outstanding at any one time shall not exceed an amount that may be serviced from the estimated revenues generated from the program.

(3) The bonds shall bear interest at a rate or rates not exceeding the maximum allowable by law, payable at intervals determined by the authority.

(4) Any bond issued pursuant to this subdivision shall contain on its face a statement to the following effect:

“Neither the full faith and credit nor the taxing power of the State of California is pledged to the payment of principal of, or the interest on, this bond.”

(5) Bonds shall be issued pursuant to a resolution of VTA adopted by a two-thirds vote of its governing board. The resolution shall state all of the following:

(A) The purposes for which the proposed debt is to be incurred.

(B) The estimated cost of accomplishing those purposes.

(C) The amount of the principal of the indebtedness.

(D) The maximum term of the bonds and the interest rate.

(E) The denomination or denominations of the bonds, which shall not be less than five thousand dollars (\$5,000).

(F) The form of the bonds, including, without limitation, registered bonds and coupon bonds, to the extent permitted by federal law, the registration, conversion, and exchange privileges, if applicable, and the time when all of, or any part of, the principal becomes due and payable.

(G) Any other matters authorized by law.

(6) The full amount of bonds may be divided into two or more series and different dates of payment fixed for the bonds of each series. A bond shall not be required to mature on its anniversary date.

(i) Not later than three years after VTA first collects revenues from any of the projects described in paragraph (1) of subdivision (c), VTA shall submit a report to the Legislature on its findings, conclusions, and recommendations concerning the demonstration program authorized by this section. The report shall include an analysis of the effect of the HOT lanes on adjacent mixed-flow lanes and any comments submitted by the department and the Department of the California Highway Patrol regarding operation of the lanes.

SEC. 4. Section 30102.5 of the Streets and Highways Code is amended to read:

30102.5. Consistent with Section 30918, the Bay Area Toll Authority shall fix the rates of the toll charge, except as provided in Sections 30921 and 30923, and may grant reduced-rate and toll-free passage on the state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission.

SEC. 5. Section 30891 of the Streets and Highways Code is amended to read:

30891. The commission may retain, for its cost in administering this article, an amount not to exceed one-quarter of 1 percent of the revenues allocated by it pursuant to Section 30892 and of the revenues allocated by it pursuant to Sections 30913, 30914, and 30914.7.

SEC. 6. Section 30911 of the Streets and Highways Code is amended to read:

30911. (a) The authority shall control and maintain the Bay Area Toll Account and other subaccounts it deems necessary and appropriate to document toll revenue and operating expenditures in accordance with generally accepted accounting principles.

(b) (1) After providing for expenditures pursuant to subdivision (a) of Section 30912 and for operating assistance pursuant to subdivision (d) of Section 30914 and subdivision (c) of Section 30914.7 and after the requirements of any bond resolution or indenture of the authority for any outstanding revenue bonds have been met, the authority shall transfer on a regularly scheduled basis as set forth in the authority's annual budget resolution, the revenues defined in subdivision (b) of Sections 30913, 30914, and 30914.7 to the commission. The funds transferred to the commission shall be expended for the purposes specified in subdivision (b) of Section 30913 and Sections 30914 and 30914.7. After the commission makes a determination that the projects and programs funded by the commission have been completed, the revenues transferred to the commission shall be expended by the commission for supplemental funding for the projects and programs identified in subdivision (a) of Section 30914.7 if the voters approve a toll increase authorized pursuant to Section 30923.

(2) For the purposes of paragraph (1), the revenues defined in subdivision (b) of Section 30913 and subdivision (a) of Section 30914 include all revenues accruing since January 1, 1989.

SEC. 7. Section 30914.7 is added to the Streets and Highways Code, to read:

30914.7. (a) If the voters approve a toll increase pursuant to Section 30923, the authority shall, consistent with the provisions of this section fund the projects and programs described in this subdivision that shall collectively be known as the Regional Measure 3 expenditure plan by bonding or transfers to the Metropolitan Transportation Commission. These projects and programs have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors, from toll revenues of all bridges:

(1) BART Expansion Cars. Purchase new railcars for the Bay Area Rapid Transit District (BART) to expand its fleet and improve reliability. The project sponsor is the BART. Five hundred million dollars (\$500,000,000).

(2) Bay Area Corridor Express Lanes. Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness. Three hundred million dollars (\$300,000,000).

(3) Goods Movement and Mitigation. Provide funding to reduce truck traffic congestion and mitigate its environmental effects. Eligible projects include, but are not limited to, improvements in the County of Alameda to enable more goods to be shipped by rail, access improvements on Interstate 580, Interstate 80, and Interstate 880, and improved access to the Port of Oakland. The Metropolitan Transportation Commission shall consult and coordinate with the Alameda County Transportation Commission to select projects for the program. Eligible applicants include cities, counties, countywide transportation agencies, rail operators, and the Port of Oakland. The project sponsor is the Metropolitan Transportation Commission and the Alameda County Transportation Commission. One hundred sixty million dollars (\$160,000,000).

(4) San Francisco Bay Trail/Safe Routes to Transit. Provide funding for a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. Eligible applicants include cities, counties, transit operators, school districts, community colleges, and universities. The project sponsor is the Metropolitan Transportation Commission. One hundred fifty million dollars (\$150,000,000).

(5) Ferry Enhancement Program. Provide funding to purchase new vessels, upgrade and rehabilitate existing vessels, build facilities and landside improvements, and upgrade existing facilities. The project sponsor is the San Francisco Bay Area Water Emergency Transportation Authority. Three hundred million dollars (\$300,000,000).

(6) BART to San Jose Phase 2. Extend BART from Berryessa Station to San Jose and Santa Clara. The project sponsor is the Santa Clara Valley

Transportation Authority. Three hundred seventy-five million dollars (\$375,000,000).

(7) Sonoma-Marín Area Rail Transit District (SMART). Provide funding to extend the rail system north of the Charles M. Schulz-Sonoma County Airport to the Cities of Windsor and Healdsburg. The project sponsor is the Sonoma-Marín Area Rail Transit District. Forty million dollars (\$40,000,000).

(8) Capitol Corridor. Provide funding for track infrastructure that will improve the performance of Capital Corridor passenger rail operations by reducing travel times, adding service frequencies, and improving system safety and reliability. The project sponsor is the Capital Corridor Joint Powers Authority. Ninety million dollars (\$90,000,000).

(9) Caltrain Downtown Extension. Extend Caltrain from its current terminus at Fourth Street and King Street to the Transbay Transit Center. The Metropolitan Transportation Commission shall allocate funding to the agency designated to build the project, which shall be the project sponsor. Three hundred twenty-five million dollars (\$325,000,000).

(10) MUNI Fleet Expansion and Facilities. Fund replacement and expansion of the San Francisco Municipal Transportation Agency's MUNI vehicle fleet and associated facilities. The project sponsor is the San Francisco Municipal Transportation Agency. One hundred forty million dollars (\$140,000,000).

(11) Core Capacity Transit Improvements. Implement recommendations from the Core Capacity Transit Study and other ideas to maximize person throughput in the transbay corridor. Eligible projects include, but are not limited to, transbay bus improvements and high-occupancy vehicle (HOV) lane access improvements. Priority funding shall be the Alameda-Contra Costa Transit District's (AC Transit) Tier 1 and Tier 2 projects identified in the study. The project sponsors are the Metropolitan Transportation Commission, Alameda County Transportation Commission, and AC Transit. One hundred forty million dollars (\$140,000,000).

(12) Alameda-Contra Costa Transit District (AC Transit) Rapid Bus Corridor Improvements. Fund bus purchases and capital improvements to reduce travel times and increase service frequency along key corridors. The project sponsors are AC Transit and Alameda County Transportation Commission. One hundred million dollars (\$100,000,000).

(13) Transbay Rail Crossing. Fund preliminary engineering, environmental review, and design of a second transbay rail crossing and its approaches to provide additional rail capacity, increased reliability, and improved resiliency to the corridor. Subject to approval by the Metropolitan Transportation Commission, funds may also be used for construction, and, if sufficient matching funds are secured, to fully fund a useable segment of the project. The project sponsor is the Bay Area Rapid Transit District. Fifty million dollars (\$50,000,000).

(14) Tri-Valley Transit Access Improvements. Provide interregional and last-mile transit connections on the Interstate 580 corridor in the County of Alameda within the Tri-Valley area of Dublin, Pleasanton, and Livermore.

The Metropolitan Transportation Commission shall consult with the Alameda County Transportation Commission, the Bay Area Rapid Transit District, and local jurisdictions to determine the project sponsor. One hundred million dollars (\$100,000,000).

(15) Eastridge to BART Regional Connector. Extend Santa Clara Valley Transportation Authority light rail from the Alum Rock station to the Eastridge Transit Center. The project sponsor is the Santa Clara Valley Transportation Authority. One hundred thirty million dollars (\$130,000,000).

(16) San Jose Diridon Station. Redesign, rebuild, and expand Diridon Station to more efficiently and effectively accommodate existing regional rail services, future BART and high-speed rail service, and Santa Clara Valley Transportation Authority light rail and buses. The project sponsor shall consider accommodating a future connection to Norman Y. Mineta San Jose International Airport and prioritizing non-auto access modes. The project sponsor is the Santa Clara Valley Transportation Authority. One hundred million dollars (\$100,000,000).

(17) Dumbarton Corridor Improvements. Fund planning, environmental review, design, and construction of capital improvements within Dumbarton Bridge and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects include, but are not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Corridor Express, Capitol Corridor, and Bay Area Rapid Transit District, including a rail connection at Shinn Station. The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority. One hundred thirty million dollars (\$130,000,000).

(18) Highway 101/State Route 92 Interchange. Fund improvements to the interchange of Highway 101 and State Route 92 in the County of San Mateo. The project is jointly sponsored by the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority. Fifty million dollars (\$50,000,000).

(19) Contra Costa Interstate 680/State Route 4 Interchange Improvements. Fund improvements to the Interstate 680/State Route 4 interchange to improve safety and reduce congestion, including, but not limited to, a new direct connector between northbound Interstate 680 and westbound State Route 4, a new direct connector between eastbound State Route 4 and southbound Interstate 680, and widening of State Route 4 to add auxiliary lanes and high-occupancy vehicle lanes. The project sponsor is the Contra Costa Transportation Authority. Two hundred ten million dollars (\$210,000,000).

(20) Highway 101-Marin/Sonoma Narrows. Construct northbound and southbound high-occupancy vehicle lanes on Highway 101 between Petaluma Boulevard South in Petaluma and Atherton Avenue in Novato. The project sponsors are the Transportation Authority of Marin and the

Sonoma County Transportation Authority. One hundred twenty million dollars (\$120,000,000).

(21) Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project. Construct Red Top Road interchange and westbound Interstate 80 to southbound Interstate 680 connector. The project sponsor is the Solano Transportation Authority. One hundred fifty million dollars (\$150,000,000).

(22) Interstate 80 Westbound Truck Scales. Improve freight mobility, reliability, and safety on the Interstate 80 corridor by funding improvements to the Interstate 80 Westbound Truck Scales in the County of Solano. The project sponsor is the Solano Transportation Authority. One hundred five million dollars (\$105,000,000).

(23) State Route 37 Improvements. Fund near-term and longer-term improvements to State Route 37 to improve the roadway's mobility, safety, and long-term resiliency to sea level rise and flooding. For the purposes of the environmental review and design, the project shall include the segment of State Route 37 from the intersection in Marin County with Highway 101 to the intersection with Interstate 80 in the County of Solano. Capital funds may be used on any segment along this corridor, as determined by the project sponsors. The project is jointly sponsored by the Transportation Authority of Marin, the Napa Valley Transportation Authority, the Solano Transportation Authority, and the Sonoma County Transportation Authority. Funds for this project may be allocated to any of the project sponsors. One hundred million dollars (\$100,000,000)

(24) San Rafael Transit Center. Construct a replacement to the San Rafael (Bettini) Transit Center on an existing or new site, or both, in downtown San Rafael. The selected alternative shall be approved by the City of San Rafael, the Golden Gate Bridge, Highway and Transportation District, the Transportation Authority of Marin, and Marin Transit. The project sponsor is the Golden Gate Bridge, Highway and Transportation District. Thirty million dollars (\$30,000,000).

(25) Richmond-San Rafael Bridge Access Improvements. Fund eastbound and westbound improvements in the Richmond-San Rafael Bridge corridor, including a direct connector from northbound Highway 101 to eastbound Interstate 580, westbound access and operational improvements in the vicinity of the toll plaza east of the bridge in Contra Costa County, and Richmond Parkway interchange improvements. Of the amount allocated to this project, one hundred thirty-five million dollars (\$135,000,000) shall be dedicated to the direct connector from northbound Highway 101 to eastbound Interstate 580 in Marin County and seventy-five million dollars (\$75,000,000) shall be dedicated to the projects in Contra Costa County. The project sponsors are the Bay Area Toll Authority, the Contra Costa Transportation Authority, and the Transportation Authority of Marin. Two hundred ten million dollars (\$210,000,000).

(26) North Bay Transit Access Improvements. Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the

Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes. The project sponsor is the Metropolitan Transportation Commission. Eligible applicants are any transit operator providing service in the Counties of Contra Costa, Marin, Napa, Solano, or Sonoma. One hundred million dollars (\$100,000,000).

(27) State Route 29. Eligible project expenses include State Route 29 major intersection improvements, including Soscol Junction, and signal and signage improvements, which may include multimodal infrastructure and safety improvements between Carneros Highway (State Route 12/121) and American Canyon Road. The project sponsor is the Napa Valley Transportation Authority. Twenty million dollars (\$20,000,000).

(28) Next-Generation Clipper Transit Fare Payment System. Provide funding to design, develop, test, implement, and transition to the next generation of Clipper, the bay area's transit fare payment system. The next-generation system will support a universal, consistent, and seamless transit fare payment system for the riders of transit agencies in the bay area. The project sponsor is the Metropolitan Transportation Commission. Fifty million dollars (\$50,000,000).

(29) Interstate 680/Interstate 880/Route 262 Freeway Connector. Connect Interstate 680 and Interstate 880 in southern Alameda County to improve traffic movement, reduce congestion, and improve operations and safety. The project sponsor is the Alameda County Transportation Commission. Fifteen million dollars (\$15,000,000).

(30) Interstate 680/State Route 84 Interchange Reconstruction Project. Improve safety and regional and interregional connectivity by conforming State Route 84 to expressway standards between south of Ruby Hill Drive and the Interstate 680 interchange in southern Alameda County and implementing additional improvements to reduce weaving and merging conflicts and help address the additional traffic demand between Interstate 680 and State Route 84. The project sponsor is Alameda County Transportation Commission. Eighty-five million dollars (\$85,000,000).

(31) Interstate 80 Transit Improvements. Fund improvements to support expanded bus service in the Interstate 80 corridor including, but not limited to, bus purchases, expansion of the WestCAT storage yard and maintenance facility. Fund implementation of the San Pablo Avenue Multi-modal Corridor (AC Transit). The project sponsor is Contra Costa Transportation Authority. Twenty-five million dollars (\$25,000,000).

(32) Byron Highway-Vasco Road Airport Connector. Fund construction of a new connector between Byron Highway and Vasco Road south of Camino Diablo Road as well as shoulder and other improvements to the Byron Highway, including a railroad grade separation, to improve safety and access to the Byron Airport and to facilitate economic development and access for goods movement in East Contra Costa County. The project sponsor is Contra Costa Transportation Authority. Ten million dollars (\$10,000,000).

(33) Vasco Road Safety Improvements. Fund the widening of lanes and construction of a concrete median barrier along 2.5 miles of Vasco Road beginning approximately three miles north of the Contra Costa/Alameda County Line. The project sponsor is Contra Costa Transportation Authority. Fifteen million dollars (\$15,000,000).

(34) East Contra Costa County Transit Intermodal Center. Fund the construction of a Transit Intermodal Center in Brentwood enhancing access to eBART and Mokelumne Bike Trail/Pedestrian Overcrossing at State Route 4. The project sponsor is Contra Costa Transportation Authority. Fifteen million dollars (\$15,000,000).

(35) Interstate 680 Transit Improvements. Fund improvements that will enhance transit service in the Interstate 680 corridor, including, but not limited to, implementing bus operations on shoulder (BOS), technology-based intermodal transit centers/managed parking lots and development of technology to enhance real-time travel information. Fund implementation of Shared Autonomous Vehicles (SAVs) to improve first and last mile transit connectivity. The project sponsor is Contra Costa Transportation Authority. Ten million dollars (\$10,000,000).

(b) Pursuant to subdivision (a) of Section 30923, if the authority selects a toll increase to be placed on the ballot in an amount less than three dollars (\$3), the funding assigned to the projects and programs identified in subdivision (a) shall be adjusted proportionately to account for reduced funding capacity. The authority shall adopt a resolution detailing the updated Regional Measure 3 capital and operating funding available and listing the revised funding amounts for each project within 90 days of the certification of the election by the last county to certify the election on the toll increase. The authority shall update this resolution as needed to reflect additional tolls approved in subsequent elections.

(c) (1) Not more than 16 percent, up to sixty million dollars (\$60,000,000), of the revenues generated each year from the toll increase approved by the voters pursuant to Section 30923 shall be made available annually for the purpose of providing operating assistance as set forth in the authority's annual budget resolution for the purposes listed in paragraph (2). The funds shall be made available to the provider of the transit services subject to the performance measures described in paragraph (3).

(2) The Metropolitan Transportation Commission shall annually fund the following operating programs from the revenue generated each year from the toll increase approved by the voters pursuant to Section 30923 as another component of the Regional Measure 3 expenditure plan:

(A) The San Francisco Transbay Terminal. Eight percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed five million dollars (\$5,000,000). These funds are available for transportation-related costs associated with operating the terminal. The Transbay Joint Powers Authority shall pursue other long-term, dedicated operating revenue to fund its operating costs. To the extent that a portion or all of the toll revenue provided pursuant to this subparagraph is not needed

in a given fiscal year, the Metropolitan Transportation Commission shall reduce the allocation accordingly.

(B) (i) Expanded Ferry Service. Ten million dollars (\$10,000,000) in the first year of allocation, fifteen million dollars (\$15,000,000) in the second year of allocation, twenty million dollars (\$20,000,000) in the third year of allocation, and twenty-five million dollars (\$25,000,000) in the fourth year of allocation. These allocation amounts shall be subject to the adjustments in subdivision (b). In the fifth year of allocation and thereafter, 58 percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed thirty-five million dollars (\$35,000,000). These funds shall be made available to the San Francisco Bay Area Water Emergency Transportation Authority (WETA) to support expanded ferry service, including increased frequencies of existing routes and the operation of new routes.

(ii) To the extent that funds provided pursuant to clause (i) are not requested for expenditure by WETA in a given year, the funds shall be held by the authority in a reserve account. Those funds shall be made available to WETA for any capital or operating purpose. Prior to receiving an allocation of those funds, WETA shall submit a request to the Metropolitan Transportation Commission detailing how the funds shall be used. An allocation of those funds shall constitute an augmentation of the funding provided in paragraph (5) of subdivision (a) and be treated as such in any reports by the authority regarding the Regional Measure 3 expenditure plan.

(C) Regional Express Bus. Thirty-four percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed twenty million dollars (\$20,000,000), to be distributed for bus service in the bridge corridors, prioritizing bus routes that carry the greatest number of transit riders. To the extent that a portion or all of the toll revenue provided pursuant to this subparagraph is not needed in a given fiscal year, the Metropolitan Transportation Commission shall reduce the allocation accordingly.

(3) Prior to the allocation of revenue for transit operating assistance under subparagraphs (A) and (C) of paragraph (2), the Metropolitan Transportation Commission shall:

(A) Adopt performance measures related to fare-box recovery, ridership, or other indicators, as appropriate. The performance measures shall be developed in consultation with the affected project sponsors.

(B) Execute an operating agreement with the sponsor of the project. This agreement shall include, but is not limited to, an operating plan that is consistent with the adopted performance measures. The agreement shall include a schedule of projected fare revenues or other forecast revenue and any other operating funding that will be dedicated to the service or terminal. For any individual project sponsor, this operating agreement may include additional requirements, as determined by the commission.

(C) In an operating agreement executed pursuant to subparagraph (B), the Metropolitan Transportation Commission shall grant a project sponsor at least five years to achieve the adopted performance measures. The Metropolitan Transportation Commission shall use a ridership forecast as

the basis for performance measures adopted pursuant to subparagraph (A) and to establish performance measures in following years. If the transit service of a project sponsor does not achieve the performance measures within the timeframe granted to the project sponsor, the project sponsor shall notify the Metropolitan Transportation Commission. The Metropolitan Transportation Commission may revise the performance measures, extend the timeframe to achieve the performance measures, or take action to reduce the funding available for operations if the performance measures are not met within the new timeframe.

(4) Prior to Metropolitan Transportation Commission providing funding to the San Francisco Bay Area Water Emergency Transportation Authority (WETA) under subdivision (a) or this subdivision, WETA and the MTC shall do the following, as applicable:

(A) WETA shall adopt a plan that includes systemwide and route-specific performance measures related to fare-box recovery, ridership, and any other measures as deemed appropriate by WETA in consultation with MTC.

(B) WETA and MTC shall execute an operating agreement that establishes a five-year plan for new or enhanced services and outlines incremental steps needed to achieve a reasonable level of service productivity and cost-effectiveness as compared to similar ferry services provided across the bay area.

(C) Subsequent to the time period identified in subparagraph (B), and if reasonable, but incomplete progress has been achieved to meet the performance measures identified in subparagraph (A), WETA, in consultation with MTC, may propose a new timeframe, not longer than an additional five years, to achieve the performance measures and take needed steps to remedy the service to meet the measures. In the event that the performance measures are not met within the new timeframe, WETA may seek additional time to achieve the measures and MTC may determine whether services should continue and may establish other conditions to service in consultation with WETA. In all cases, funds not spent or made available to WETA shall be returned to the reserve account established pursuant to clause (ii) of subparagraph (B) of paragraph (2).

(D) WETA shall use the plan identified in subparagraph (A) to prioritize the use of capital funding made available by this section to support its mission as the operator of ferry services.

(E) Nothing in this section shall restrict WETA with respect to meeting its obligations as the coordinating agency for water transit response to regional emergencies.

(d) (1) For all projects authorized under subdivision (a), the project sponsor shall submit an initial project report to the Metropolitan Transportation Commission within six months of the election approving the toll increase. This report shall include all information required to describe the project in detail, including the status of any environmental documents relevant to the project, additional funds required to fully fund the project, the amount, if any, of funds expended to date, and a summary of any impediments to the completion of the project. This report, or an updated

report, shall include a detailed financial plan and shall notify the commission if the project sponsor will request toll revenue within the subsequent 12 months. The project sponsor shall update this report as needed or requested by the commission. No funds shall be allocated by the commission for any project authorized by subdivision (a) until the project sponsor submits the initial project report, and the report is reviewed and approved by the commission.

(2) If multiple project sponsors are listed for projects listed in subdivision (a), the commission shall identify a lead sponsor in coordination with all identified sponsors, for purposes of allocating funds. For any projects authorized under subdivision (a), the commission shall have the option of requiring a memorandum of understanding between itself and the project sponsor or sponsors that shall include any specific requirements that must be met prior to the allocation of funds provided under subdivision (a).

(e) If a program or project identified in subdivision (a) has cost savings after completion, taking into account construction costs and an estimate of future settlement claims, or cannot be completed or cannot continue due to delivery or financing obstacles making the completion or continuation of the program or project unrealistic, the commission shall consult with the program or project sponsor. After consulting with the sponsor, the commission shall hold a public hearing concerning the program or project. After the hearing, the commission may vote to modify the program or the project's scope, decrease its level of funding, or reassign some or all of the funds to another project within the same bridge corridor. If a program or project identified in subdivision (a) is to be implemented with other funds not derived from tolls, the commission shall follow the same consultation and hearing process described above and may vote thereafter to reassign the funds to another project consistent with the intent of this chapter.

(f) If the voters approve a toll increase pursuant to Section 30923, the authority shall within 24 months of the election date include the projects in a long-range bridge toll plan. The authority shall update its long-range plan as required to maintain its viability as a strategic plan for funding projects authorized by this section. The authority shall, by January 1, 2020, submit its updated long-range bridge toll plan to the transportation policy committee of each house of the Legislature for review. This subdivision, to the extent a plan is prepared under this section, supersedes the requirement to prepare and submit a 20-year toll bridge expenditure plan to the Legislature for adoption pursuant to subdivision (h) of Section 30914.

(g) This section does not alter the obligations of the Metropolitan Transportation Commission with respect to the requirements of Section 65080 of the Government Code.

SEC. 8. Section 30915 of the Streets and Highways Code is amended to read:

30915. (a) With respect to all construction and improvement projects specified in Sections 30913, 30914, and 30914.7, project sponsors and the department shall seek funding from all other potential sources, including, but not limited to, the State Highway Account and federal matching funds.

The project sponsors and department shall report to the authority concerning the funds obtained under this subdivision.

(b) Local funds that have previously been committed to projects and programs identified in subdivision (a) of Section 30914.7 shall not be supplanted by the funding assigned to projects and programs pursuant to Section 30914.7 unless the project sponsor has secured a full funding plan for the project, or the local funds are needed to maintain transit service levels or fund a critical safety or maintenance need.

SEC. 9. Section 30916 of the Streets and Highways Code is amended to read:

30916. (a) The base toll rate for vehicles crossing the state-owned toll bridges within the geographic jurisdiction of the commission as of January 1, 2003, is as follows:

Number of Axles	Toll
Two axles	\$ 1.00
Three axles	3.00
Four axles	5.25
Five axles	8.25
Six axles	9.00
Seven axles & more	10.50

(b) If the voters approve a toll increase, pursuant to Section 30921, commencing July 1, 2004, the base toll rate for vehicles crossing the bridges described in subdivision (a) is as follows:

Number of axles	Toll
Two axles	\$ 2.00
Three axles	4.00
Four axles	6.25
Five axles	9.25
Six axles	10.00
Seven axles & more	11.50

(c) (1) If the voters approve a toll increase, pursuant to Section 30923, the authority shall increase the base toll rate for vehicles crossing the bridges described in subdivision (a) from the toll rates then in effect by the amount approved by the voters pursuant to Section 30923. The authority may, beginning six months after the election approving the toll increase, phase in the toll increase over a period of time and may adjust the toll increase for inflation based on the California Consumer Price Index after the toll increase has been phased in completely.

(2) Revenue generated from the adjustment of the toll to account for inflation pursuant to paragraph (1) may be expended for the following purposes:

(A) Bridge maintenance and rehabilitation necessary to preserve, protect, and replace the bridge structures consistent with subdivision (b) of Section 30950.3.

(B) Supplemental funding for the projects and programs authorized pursuant to subdivision (a) of Section 30914.7.

(d) The authority shall increase the amount of the toll only if required to meet its obligations on any bonds or to satisfy its covenants under any bond resolution or indenture. The authority shall hold a public hearing before adopting a toll schedule reflecting the increased toll charge.

(e) Nothing in this section shall be construed to prohibit the adoption of either a discounted commute rate for two-axle vehicles or of special provisions for high-occupancy vehicles under terms and conditions prescribed by the authority in consultation with the department.

SEC. 10. Section 30918 of the Streets and Highways Code is amended to read:

30918. (a) It is the intent of the Legislature to maintain tolls on all of the bridges specified in Section 30910 at rates sufficient to meet any obligation to the holders of bonds secured by the bridge toll revenues. The authority shall retain authority to set the toll schedule as may be necessary to meet those bond obligations. The authority shall provide at least 30 days' notice to the transportation policy committee of each house of the Legislature and shall hold a public hearing before adopting a toll schedule reflecting the increased toll rate.

(b) The authority shall increase the toll rates specified in the adopted toll schedule in order to meet its obligations and covenants under any bond resolution or indenture of the authority for any outstanding toll bridge revenue bonds issued by the authority and the requirements of any constituent instruments defining the rights of holders of related obligations of the authority entered into pursuant to Section 5922 of the Government Code and, notwithstanding Section 30887 or subdivision (d) of Section 30916 of this code, or any other law, may increase the toll rates specified in the adopted toll schedule to provide funds for the planning, design, construction, operation, maintenance, repair, replacement, rehabilitation, and seismic retrofit of the state-owned toll bridges specified in Section 30910 of this code, to provide funding to meet the requirements of Sections 30884 and 30911 of this code, and to provide funding to meet the requirements of voter-approved regional measures pursuant to Sections 30914, 30921, and 30923 of this code.

(c) Notwithstanding any other law, the authority's toll structure for the state-owned toll bridges specified in Section 30910 may vary from bridge to bridge and may include discounts consistent with the following:

(1) The authority may include discounts for the following vehicles:

(A) Vehicles classified by the authority as high-occupancy vehicles.

(B) Vehicles that pay for tolls electronically or through other non-cash methods. The authority may charge differential rates based on the chosen method.

(2) The authority shall provide a 50-percent discount on the amount of the toll increase approved pursuant to Section 30923 on the second bridge crossing for those commuters using a two-axle vehicle who pay tolls electronically or through other noncash methods and who cross two bridges specified in Section 30910 during commute hours. The authority shall establish reasonable and practical operating rules to implement this paragraph.

(d) If the authority establishes high-occupancy vehicle lane fee discounts or access for vehicles classified by the authority as high-occupancy vehicles for any bridge or segments of a highway that connect to the bridge, the authority shall establish the occupancy requirements that shall apply on each segment of highway that connects with that bridge, in consultation with the department.

(e) All tolls referred to in this section and Sections 30916, 31010, and 31011 may be treated by the authority as a single revenue source for accounting and administrative purposes and for the purposes of any bond indenture or resolution and any agreement entered into pursuant to Section 5922 of the Government Code.

(f) It is the intent of the Legislature that the authority should consider the needs and requirements of both its electronic and cash-paying customers when it designates toll payment options at the toll plazas for the toll bridges under its jurisdiction.

SEC. 11. Section 30920 of the Streets and Highways Code is amended to read:

30920. The authority may issue toll bridge revenue bonds to finance any or all of the projects, including those specified in Sections 30913, 30914, and 30914.7, if the issuance of the bonds does not adversely affect the minimum amount of toll revenue proceeds designated in Section 30913 and in paragraph (4) of subdivision (a) of, and subdivision (b) of, Section 30914 for rail extension and improvement projects and transit projects to reduce vehicular traffic. A determination of the authority that a specific project or projects shall have no adverse effect will be binding and conclusive in all respects.

SEC. 12. Section 30922 of the Streets and Highways Code is amended to read:

30922. Any action or proceeding to contest, question, or deny the validity of a toll increase provided for in this chapter, the financing of the transportation program contemplated by this chapter, the issuance of any bonds secured by those tolls, or any of the proceedings in relation thereto, shall be commenced within 60 days from the date of the election at which the toll increase is approved. After that date, the financing of the program, the issuance of the bonds, and all proceedings in relation thereto, including the adoption, approval, and collection of the toll increase, shall be held valid and incontestable in every respect.

SEC. 13. Section 30923 is added to the Streets and Highways Code, to read:

30923. (a) For purposes of the special election to be conducted pursuant to this section, the authority shall select an amount of the proposed increase in the toll rate, not to exceed three dollars (\$3), for vehicles crossing the bridges described in Section 30910 to be placed on the ballot for approval by the voters.

(b) The toll rate for vehicles crossing the bridges described in Section 30910 shall not be increased by the rate selected by the authority pursuant to subdivision (a) prior to the availability of the results of a special election to be held in the City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma to determine whether the residents of those counties and of the City and County of San Francisco approve the toll increase.

(c) (1) Notwithstanding any provision of the Elections Code, the Board of Supervisors of the City and County of San Francisco and of each of the counties described in subdivision (b) shall call a special election to be conducted in the City and County of San Francisco and in each of the counties that shall be consolidated with a statewide primary or general election, which shall be selected by the authority.

(2) The authority shall determine the ballot question, which shall include the amount of the proposed toll increase selected pursuant to subdivision (a) and a summary of the Regional Measure 3 expenditure plan. The ballot question shall be submitted to the voters as Regional Measure 3 and stated separately in the ballot from state and local measures.

(d) The ballot pamphlet for the special election shall include a summary of the Regional Measure 3 expenditure plan regarding the eligible projects and programs to be funded pursuant to Section 30914.7. The Metropolitan Transportation Commission shall prepare a summary of the Regional Measure 3 expenditure plan.

(e) The county clerks shall report the results of the special election to the authority. If a majority of all voters voting on the question at the special election vote affirmatively, the authority may phase in the increased toll schedule consistent with subdivision (c) of Section 30916.

(f) If a majority of all the voters voting on the question at the special election do not approve the toll increase, the authority may by resolution resubmit the measure to the voters at a subsequent statewide primary or general election. If a majority of all of the voters vote affirmatively on the measure, the authority may adopt the toll increase and establish its effective date and establish the completion dates for all reports and studies required by Sections 30914.7 and 30950.3.

(g) (1) Each county and city and county shall share translation services for the ballot pamphlet and shall provide the authority a certified invoice that details the incremental cost of including the measure on the ballot, as well as the total costs associated with the election.

(2) The authority shall reimburse each county and city and county participating in the election for the incremental cost of submitting the measure to the voters. These costs shall be reimbursed from revenues derived

from the tolls if the measure is approved by the voters, or, if the measure is not approved, from any bridge toll revenues administered by the authority.

(h) If the voters approve a toll increase pursuant to this section, the authority shall establish an independent oversight committee within six months of the effective date of the toll increase to ensure that any toll revenues generated pursuant to this section are expended consistent with the applicable requirements set forth in Section 30914.7. The oversight committee shall include two representatives from each county within the jurisdiction of the commission. Each representative shall be appointed by the applicable county board of supervisors and serve a four-year term and shall be limited to two terms. The oversight committee shall annually review the expenditure of funds by the authority for the projects and programs specified in Section 30914.7 and prepare and submit a report to the transportation committee of each house of the Legislature summarizing its findings. The oversight committee may request any documents from the authority to assist the committee in performing its functions.

(i) If voters approve a toll increase pursuant to this section, the authority shall annually prepare a report to the Legislature, in conformance with Section 9795 of the Government Code, on the status of the projects and programs funded pursuant to Section 30914.7.

(j) Except as provided in subdivision (c) of Section 30916 and Section 30918, the toll increase adopted by the authority pursuant to this section shall not be changed without statutory authorization by the Legislature.

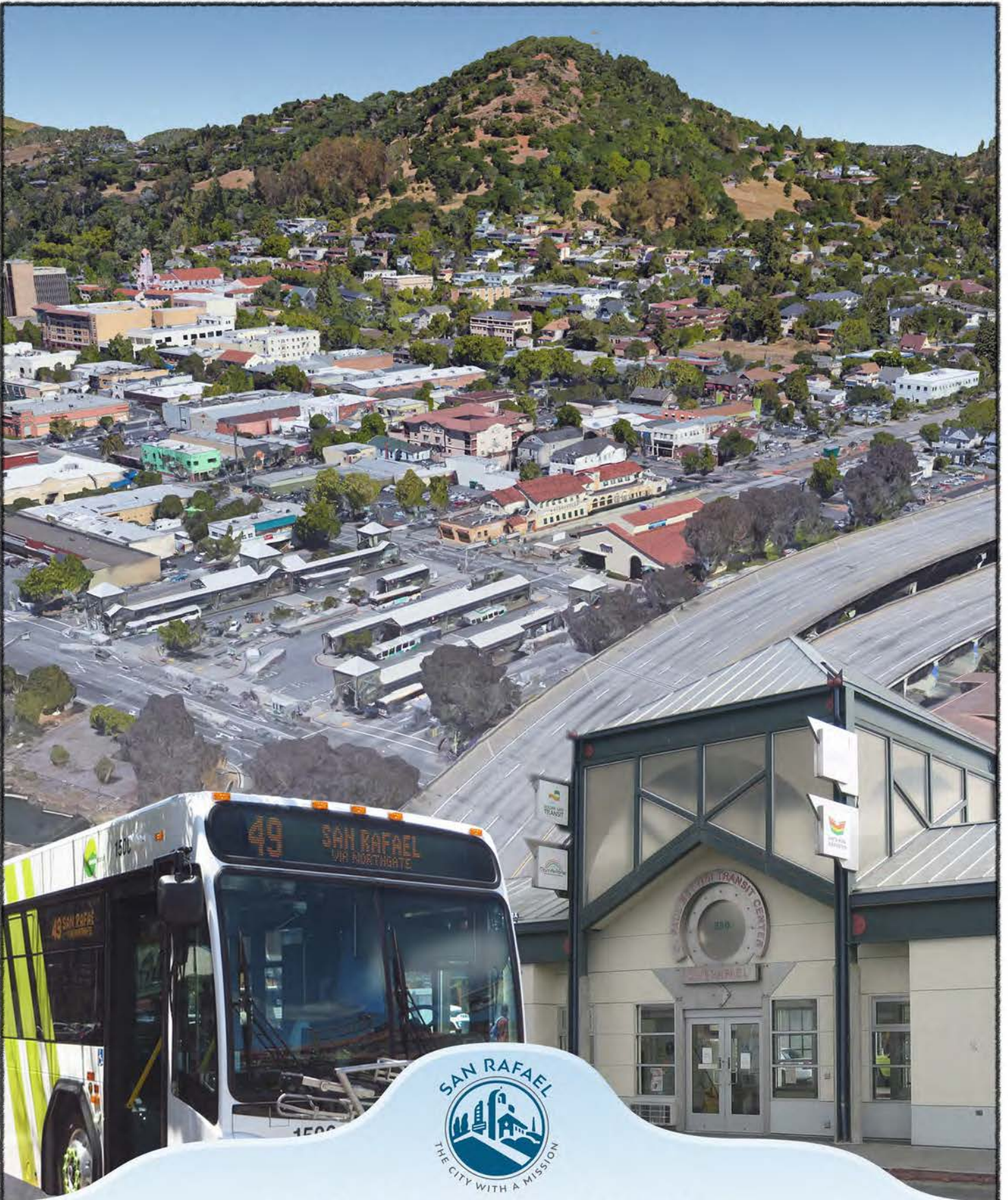
SEC. 14. Section 30950.3 of the Streets and Highways Code is amended to read:

30950.3. (a) The authority shall prepare, adopt, and from time to time revise, a long-range bridge toll plan for the completion of all projects within its jurisdiction, including those of the Regional Traffic Relief Plan described in subdivision (c) of Section 30914 and the Regional Measure 3 expenditure plan described in subdivision (a) of Section 30914.7.

(b) The authority shall give first priority to projects and expenditures that are deemed necessary by the department and the authority to preserve and protect the bridge structures.

SEC. 15. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

REGIONAL MEASURE 3 EXPENDITURE PLAN (\$ in millions)	
OPERATING PROGRAM	
All- Corridor Annual Operating Program	
All Corridors	
Transbay Terminal	5
Ferries (Funding ramps up to \$35 million over five years)	35
Regional Express Bus	20
Annual Operating Program Total	\$ 60
CAPITAL PROJECTS	
Regional Programs	
BART Expansion Cars	500
Bay Area Corridor Express Lanes	300
Ferry Enhancement Program	300
Goods Movement and Mitigation	160
San Francisco Bay Trail / Safe Routes to Transit	150
Capitol Corridor	90
Next Generation Clipper Transit Fare Payment System	50
Regional Programs Subtotal (35%)	\$ 1,550
Corridor-Specific Capital Projects	
Central (San Francisco-Oakland Bay Bridge)	
Caltrain Downtown Extension	325
Muni Fleet Expansion and Facilities	140
Core Capacity Transit Improvements	140
AC Transit Rapid Bus Corridor Improvements	100
Transbay Rail Crossing	50
Interstate 80 Transit Improvements	25
Central Subtotal (27%)	\$ 780
South (San Mateo-Hayward, Dumbarton)	
BART to San Jose Phase 2	375
Tri-Valley Transit Access Improvements	100
Eastridge to BART Regional Connector	130
San Jose Diridon Station	100
Dumbarton Corridor Improvements	130
Highway 101/State Route 92 Interchange	50
Interstate 680/SR 84 Interchange Reconstruction	85
Interstate 680/Interstate-880/Route 262 Freeway Connector	15
South Subtotal (34%)	\$ 985
North (Richmond-San Rafael, Benicia-Martinez, Carquinez, Antioch)	
Contra Costa 680/State Route 4 Interchange Improvements	210
U.S. 101 Marin-Sonoma Narrows	120
Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project	150
Interstate 80/Westbound Truck Scales	105
State Route 37 Improvements	100
Sonoma-Marin Area Rail Transit District (SMART) Extension to Windsor & Healdsburg	40
San Rafael Transit Center	30
Richmond-San Rafael Bridge Access Improvements	210
North Bay Transit Access Improvements	100
SR 29 Improvements	20
East Contra Costa County Transit Intermodal Station	15
Byron Highway-Vasco Road Airport Connector	10
Vasco Road Safety Improvements	15
Interstate 680 Transit Improvements	10
North Subtotal (39%)	\$ 1,135
Corridor-Specific Capital Projects Subtotal (65%)	2,900
Capital Projects Grand Total	4,450



San Rafael Transit Center Relocation Guidance Report

SAN RAFAEL TRANSIT CENTER RELOCATION GUIDANCE REPORT

INTRODUCTION

San Rafael looks forward to a successful collaboration with the Golden Gate Bridge District, its transit partners, transit users, and our community to plan and build an outstanding new transit center that improves regional transit mobility while also contributing to Downtown San Rafael's prosperity, vitality, and civic pride.

For a quarter century, the City has steadfastly embraced the focus of our Downtown Vision, and that remains so. The City values our Downtown being connected regionally with quality transit options.

At the same time, we recognize that the relocated transit center's impacts and influence will extend far beyond its specific site, warranting a clear demonstration of how the solution furthers our Vision, respecting existing neighborhood context while also contributing to the emergence of a more inviting gateway into Downtown.



In fulfillment of the Downtown Vision, numerous City-adopted plans and studies provide substantial direction and detailed guidance. They will form the City's basis of review as the process of identifying a preferred option moves forward.



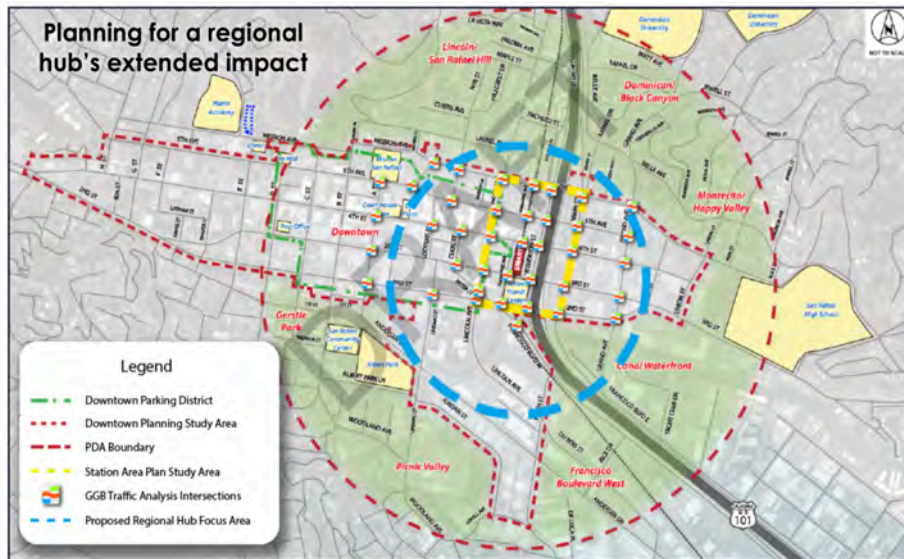
THE IMPORTANCE OF THE 4TH OPTION

The 2016 Kimley-Horn Transit Center Relocation Study identified three alternatives to be further evaluated and refined for additional consideration as part of the Bridge District's study. The City is concerned that none of these alternatives will adequately achieve the City's goals for this neighborhood.

To address this, the City asked the Bridge District to identify a 4th Option before initiating Environmental Review, and to actively engage our community in its development. We appreciate their willingness to do so. This Guidance Report identifies the City's primary area of concern associated with relocation of the transit center. It also highlights key improvements the City is seeking in the 4th Option.

DEFINING A TRANSIT HUB FOCUS AREA

To successfully integrate with the existing Downtown and contribute to a neighborhood renaissance, transit center relocation planning and design must extend beyond its specific site.



The City has identified a Transit Hub Focus Area extending ¼ mile circle around the existing SMART station. This area is within easy walking distance for most transit users, and includes the retail core, the area under 101, and private property zoned for mix use development.

All forms of mobility within the Hub Focus Area require careful attention, and intersection analyses will need to extend beyond the boundary.

For the transit center to successfully integrate with the Downtown, public gathering spaces within and adjacent to it, lighting, landscaping, wayfinding, and other distinguishing features will be included in District plans.



VISION FOR THE HUB FOCUS AREA

The Transit Hub Focus Area will be a vibrant, prosperous neighborhood, welcoming both residents and visitors with a memorable sense of arrival. Our diverse cultural heritage and historic neighborhoods will be respected, while encouraging infill development that expresses fresh ideas and urban form.

4TH St. will remain our retail backbone, extending its pedestrian-friendly hometown sense of place beneath the 101 viaducts. SMART riders' approaching or departing the Downtown station will enjoy a "shady lane" feeling between Mission and 2nd St.

Caltrans' right-of-way beneath 101 will be visually transformed using creative lighting, artwork, street vendors, and landscaped pathways alongside a healthy, restored creek. Bus stop or parking improvements will increase the functional use of the land.



The entire Transit Hub Focus Area will be interconnected along broad, inviting, tree-lined sidewalks teeming with vitality both day and night.

People will stay, rather than simply pass through the area. Bicyclists and pedestrians will come and go along safe, well-defined routes and find abundant bike parking and bike share opportunities near the transit stations.

Excellent transit connections, functioning in concert with traffic-calmed streets will keep auto traffic moving efficiently. Curbside "Last mile" pick-up and drop-off will be close by, with both car share opportunities and easily identified short-term and all-day parking available within walking distance.

The transit center will be clean, safe, well-lit and designed to become an enduring neighborhood landmark. It will reflect the City's pursuit of sustainability in its design and operation, and forward-thinking adaptability. Attractive onsite and nearby public gathering opportunities will benefit transit riders and residents living in a variety of new housing types over shops and businesses.

We value:

- Sense of Community**
- Healthy Economy**
- Hometown Feel**
- Complete Urban Community**
- Strong Identity**
- Clean, Safe and Attractive**
- Pleasant to Walk In**
- Active, Outdoor and People Orientation**
- Gathering Place**
- Historic Heritage**
- Good Neighbor to Neighborhoods**
- Easy to Move About**
- Diversity**
- Environmentally Sound Practices**
- Civic Cooperation**

From 1993 Downtown Vision

KEY 4th OPTION ELEMENTS

The Bridge District has agreed to work with City staff and our residents to develop a 4th Option for relocating the bus transit center. To focus the design process, the City has identified five key design goals for the 4th Option alternative.

MAXIMIZE 4TH STREET VITALITY

CLEARLY DEFINE TRANSIT CENTER ACCESS ROUTES

IMPROVE UTILIZATION OF THE CALTRANS RIGHT-OF-WAY

DEMONSTRATE ENDURING DESIGN

PRESERVE THE WHISTLESTOP BUILDING

A brief description of detailed aspects of these elements follows.

MAXIMIZE 4TH STREET VITALITY

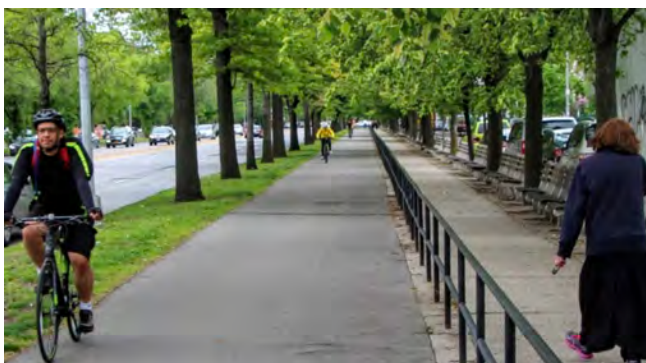
- 1- Foster 4th Street's "main street" feeling between Lincoln and Irwin. Accommodate broader tree-lined sidewalks with fewer vehicle crossings, unique, street-facing storefronts and inviting public space, adequately sized to allow outdoor dining, family fun, community events, and people watching.
- 2- Respect the City's mid-term goal to eliminate vehicle access from 4th St. north onto both West and East Tamalpais, expanding opportunities for public space.
- 3- Continue preventing vehicle access into Caltrans' parking lot on the north side of 4th St, to maximize pedestrian safety.
- 4- Identify the safest, most convenient bikeway crossing location of Fourth St. at W. Tamalpais.
- 5- Prevent permanent 4th St. bus stops under the freeway to allow for safer shared use of the roadway.
- 6- Limit any 4th St. transit center driveways to the minimum width necessary, with excellent sight lines.
- 7- The 4th St. intersection at Hetherton is a priority location for gateway elements, including signature landscaping, artwork, wayfinding signage, electronic message boards and specialty lighting.



CLEARLY DEFINE TRANSIT CENTER ACCESS ROUTES

All east-west downtown access streets between Mission and 2nd St shall be kept open.

- 1- Within the Hub Focus Area, prioritize pedestrian safety. Identify preferred transit center access routes for student and Canal transit riders.
- 2- Minimize rider transfer times for rail and bus services.
- 3- Design adaptive Last Mile pick up and drop off locations for a minimum of 10 vehicles.
- 4- Identify preferred nearby public or private replacement parking space locations for all displaced existing spaces, plus an additional 60 parking spaces serving regional transit users.



5- North-south transit center access for bikes, between Mission and 2nd St., will be from a two-way Class IV bikeway on W. Tamalpais

6- Anticipate a landscaped pathway on the east side of Hetherton between Mission and 3rd St. where feasible.



7- Wayfinding elements should be integrated into the project, and complementary to the building design.

8- Incorporate traffic signalization and other technological methods to increase bus movement efficiency.

9- Safe, inviting mid-block pedestrian routes to the transit center should be provided, where possible.

IMPROVE UTILIZATION OF THE CALTRANS RIGHT-OF-WAY



1- Transformation of the Caltrans property will increase transit center safety and use. Identify modifications that will benefit the project and the overall improvement of the neighborhood.

2- Explore increasing the efficiency of Caltrans' land use under the freeway by either creating a safe, inviting transit center or expanding parking capacity using vertical lift parking systems.

3- The area under the raised freeway structures should be redeveloped to increase the visual appeal and unique sense of Gateway arrival into the Downtown. Include elements such as identity graphics, artwork, creek restoration, landscaped plazas and sitting areas, historic markers, electronic message signs, special effect lighting, and food trucks and kiosk vendors.



4- Include more street trees on both sides of this roadway to add visual relief and calm traffic. Accommodate landscaping within Caltrans' right-of-way on the eastern frontage of the existing Bettini Transit Center if Hetherton bus pads are discontinued.

5- Create an attractive landscaped terminus adjacent to the SB 101 on-ramp south of 2nd St.

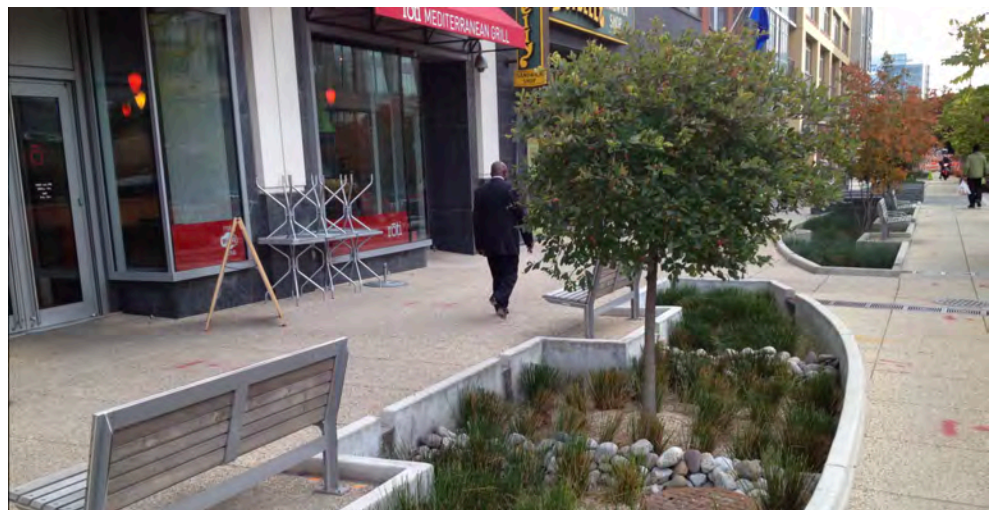
DEMONSTRATE ENDURING DESIGN



1- The relocated transit center will be a central facility in the Downtown, and serve as a welcoming point of arrival for regional travelers and visitors to

San Rafael. In concert with other Gateway features, the building and site should reflect the heritage of the City, contribute to the City's Vision for extension of the 4th St. Retail Core, and afford transit users the safest, most efficient means of using bus and rail services.

- 2- The transit center should reflect San Rafael's pattern, scale, and neighborhood heritage, while also being a unique, innovative architectural statement. Construction materials should produce an enduring high quality with reasonable ongoing maintenance needs.
- 3- The Transit Center should be safe, well-lit, and attractively landscaped, creating a welcoming effect for users and passers-by. Include Gateway features within the site plan and facility design that are compatible with the City Vision. Nighttime lighting should create a safe, artistic sense of arrival, while limiting night sky glare.
- 4- Sustainable elements should be visible in its site planning, building design, and operation. Identify storm water pollution prevention, water and energy conservation, renewable energy integration, air and noise quality, waste management, and green construction technology components.





5- Identify locations for appropriately sized public gathering areas to complement the center's function as a regional and Downtown hub. These settings would include attractive seating, unique paving, landscaping, lighting, directional signage, informational kiosks, historic markers, play areas, public art, trash and recycling containers, and flexible space for micro-enterprise and event opportunities.

6- Advanced communication technology should be integrated into the transit center design, including electronic, real-time messaging, and public Wi-Fi.

7- Transit Center planning should accommodate emerging trends in mobility and mobility technology. Incorporate surrounding site flexibility for change over time.

8- Provide a minimum of 15 ft. wide sidewalks within the block surrounding the new Transit Center

PRESERVE WHISTLESTOP



1- Retain the Whistlestop building on its current site, with street level modifications to improve pedestrian enjoyment. Create wider sidewalks on the south and west side of the building.

2- At the north end of Whistlestop, anticipate more public amenities, including possibly a coffee kiosk, fountain, landscaping, or other gateway features.

3- Anticipate removal of a portion of the south end of the Whistlestop building to create safer transit user movement across 3rd St. and more interesting public space.

4- Integrate last-mile drop-off/pick up spaces and a two-way Class IV bikeway into the W. Tamalpais street section.



Staff Comments – Review of the San Rafael Transportation Center Relocations

Golden Gate Transit and the consultant team did a great job highlighting the environmental issues associated with the three alternate locations to host the Transit Center. The multimodal and community considerations received the full attention of staff as we realize the importance of the success of the new location, at all levels. The following is a summary of circulations items we would like the City Council to consider for proper circulation along many major arterials.

In general, the transit circulation time and the vehicular delays seem to improve with the Under the Freeway alternative simply because it is further away from the existing congestion along Hetherton Street, Second Street and Third Street. Staff concurs with the results shown in the report.

The pedestrian analysis assumes a destination in the downtown to compare the alternatives. The report did not analyze destinations to the Canal. The City has invested transportation dollars (Grand Avenue Bridge and E Francisco Boulevard Sidewalk) to encourage the arrivals of multimodal trips from the Canal. While it is difficult to capture and compare the overall pedestrian experience between the alternatives, the report fell short of describing the existing pedestrian safety issues that could be attributed to the legal and illegal crossings. Existing pedestrian safety records and the association of it with numerous and large driveways should be addressed. The Gateway alternative suggests several driveways ensuring proper circulation for the busses without recognizing the detriment of the pedestrian experience.



The report Non-Motorized Transportation Section 5.0 was built on incomplete assumptions of pedestrian circulation in general, and on similar inaccurate assumptions specific to the transit center. None of the assumptions made were introduced nor discussed with City staff prior to the preparation of these analysis. Staff will request a major overhaul of the assumptions and the presentation of pedestrian comparisons of the pedestrian travel.

As we review the circulation for all alternatives, we would like to emphasize the circulation challenges caused by the short sizes of the blocks west of Heatherton Avenue. The block sizes were bisected by the

SMART tracks. This leaves the City with short blocks which affect our ability to store vehicles and leaves us with the challenge of clearing the tracks during excessive queuing times. The report does not discuss the critical nature of queueing near railroads tracks. This is an environmental and safety issue that needs to be in the center of the considerations. The report needs to recognize the environmental disadvantages of having large vehicles, on short blocks, near at-grade rail tracks, and the potential impacts of gridlock near moving trains.

ES.2.2 NO-Build Alternative/Existing Transit Center Site

The No-Build Alternative is presented as an alternative because CEQA mandates it to be part of the analysis. The report falls short of describing the existing conditions from a multimodal and functional point of view.

ES.2.2 4th Street Gateway

From a circulation point of view, this option will cause major queueing on Hetherton Street. Due to the elimination of the southbound right turn, traffic will be diverted to Third Street. The mitigation of the second right turn lane at Third Street will not provide the needed capacity simply because Third Street will not be able to deal with added flow especially when the trains are present. The westbound through traffic usually floods the lanes on Third Street and the right turning traffic will not have room to get off Hetherton Street. The back-up on Hetherton is expected to extend beyond Fifth Avenue, and maybe further north. The analysis of the level of service alone will not highlight these critical operational issues.

In addition, the dual southbound right turn lane is not pedestrian friendly. The City invested in removing the crosswalk on the south leg of the intersection because of the conflict it created with the dual left turn lane. The introduction of dual right turn lanes would be considered an impact and not a mitigation.

E.S.2.3 Under the Freeway

This alternative presents the best results for travel times along arterials because it takes the bus movements outside of the core of the traffic activities and congestion. From a pedestrian arrivals point of view, it is more accessible to the Canal and to San Rafael High School. It also provides less congested access for all modes from and to the freeways.

ES.2.4 Whistle stop Block

This alternative makes the traffic operations along the 3rd Street and 4th Street frontages very challenging for all modes. Busses will have a high degree of friction with the trains and vehicles. The ability for busses to make turns in and out of the bus bays will be impeded by other vehicles waiting at the lights. The orientation of the bus bays, on the east side, and the closure of Tamalpais Avenue will entice vehicular traffic to cut through the transit center.

The short blocks with wide driveways create a very hostile environment for pedestrians. This can be easily seen with unprecedented block-long crosswalks along 4th and 3rd Streets.

Overall Observations:

- 1- The presentation of alternatives limited the bicycle connection between Second and Fourth Streets to the Whistlestop Alternative. It is staff's opinion that all alternatives should include the

completion of this essential bicycle facility as either a part of the project or as a mitigation to its relocation.

- 2- The pedestrian metric used for arrivals and destination in this report should be revisited. There are available resources to create high-level design guidance to exclude known red flags such as long driveways, concurrent dual vehicular movements with walk times, etc.
- 3- Existing pedestrian safety issues and safety records should be considered in the alternatives.
- 4- Bicycle parking and space for bike share should be addressed in all alternatives.
- 5- The LOS data is presented using VISSIM numbers which are not consistent with the method used to calculate the LOS by the City. How and when is this issue going to be resolved?
- 6- While the LOS is not used by CEQA, the consultant is encouraged to review the draft Transportation Impact Guidelines that are being considered by the City.
- 7- Although the LOS is calculated through the model and is not the real LOS, the report offered no comparative summaries of the LOS impacts to allow decision makers to make informed decisions.
- 8- Queueing is not typically an environmental issue. However, given the environment and the safety implication of queueing it should be included in the environmental assessment.

State of California

STREETS AND HIGHWAYS CODE

Section 30914.7

30914.7. (a) If the voters approve a toll increase pursuant to Section 30923, the authority shall, consistent with the provisions of this section fund the projects and programs described in this subdivision that shall collectively be known as the Regional Measure 3 expenditure plan by bonding or transfers to the Metropolitan Transportation Commission. These projects and programs have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors, from toll revenues of all bridges:

(1) BART Expansion Cars. Purchase new railcars for the Bay Area Rapid Transit District (BART) to expand its fleet and improve reliability. The project sponsor is BART. Five hundred million dollars (\$500,000,000).

(2) Bay Area Corridor Express Lanes. Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness. Three hundred million dollars (\$300,000,000).

(3) Goods Movement and Mitigation. Provide funding to reduce truck traffic congestion and mitigate its environmental effects. Eligible projects include, but are not limited to, improvements in the County of Alameda to enable more goods to be shipped by rail, access improvements on Interstate 580, Interstate 80, and Interstate 880, and improved access to the Port of Oakland. The Metropolitan Transportation Commission shall consult and coordinate with the Alameda County Transportation Commission to select projects for the program. Eligible applicants include cities, counties, countywide transportation agencies, rail operators, and the Port of Oakland. The project sponsors are the Metropolitan Transportation Commission and the Alameda County Transportation Commission. One hundred sixty million dollars (\$160,000,000).

(4) San Francisco Bay Trail/Safe Routes to Transit. Provide funding for a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. Eligible applicants include cities, counties, transit operators, school districts, community colleges, and universities. The project sponsor is the Metropolitan Transportation Commission. One hundred fifty million dollars (\$150,000,000).

(5) Ferry Enhancement Program. Provide funding to purchase new vessels, upgrade and rehabilitate existing vessels, build facilities and landside improvements, and upgrade existing facilities. The project sponsor is the San Francisco Bay Area Water Emergency Transportation Authority. Three hundred million dollars (\$300,000,000).

(6) BART to San Jose Phase 2. Extend BART from Berryessa Station to San Jose and Santa Clara. The project sponsor is the Santa Clara Valley Transportation Authority. Three hundred seventy-five million dollars (\$375,000,000).

(7) Sonoma-Marin Area Rail Transit District (SMART). Provide funding to extend the rail system north of the Charles M. Schulz-Sonoma County Airport to the Cities of Windsor and Healdsburg. The project sponsor is the Sonoma-Marin Area Rail Transit District. Forty million dollars (\$40,000,000).

(8) Capitol Corridor. Provide funding for track infrastructure that will improve the performance of Capital Corridor passenger rail operations by reducing travel times, adding service frequencies, and improving system safety and reliability. The project sponsor is the Capital Corridor Joint Powers Authority. Ninety million dollars (\$90,000,000).

(9) Caltrain Downtown Extension. Extend Caltrain from its current terminus at Fourth Street and King Street to the Transbay Transit Center. The Metropolitan Transportation Commission shall allocate funding to the agency designated to build the project, which shall be the project sponsor. Three hundred twenty-five million dollars (\$325,000,000).

(10) MUNI Fleet Expansion and Facilities. Fund replacement and expansion of the San Francisco Municipal Transportation Agency's MUNI vehicle fleet and associated facilities. The project sponsor is the San Francisco Municipal Transportation Agency. One hundred forty million dollars (\$140,000,000).

(11) Core Capacity Transit Improvements. Implement recommendations from the Core Capacity Transit Study and other ideas to maximize person throughput in the transbay corridor. Eligible projects include, but are not limited to, transbay bus improvements and high-occupancy vehicle (HOV) lane access improvements. Priority funding shall be the Alameda-Contra Costa Transit District's (AC Transit) Tier 1 and Tier 2 projects identified in the study. The project sponsors are the Metropolitan Transportation Commission, Alameda County Transportation Commission, and AC Transit. One hundred forty million dollars (\$140,000,000).

(12) Alameda-Contra Costa Transit District (AC Transit) Rapid Bus Corridor Improvements. Fund bus purchases and capital improvements to reduce travel times and increase service frequency along key corridors. The project sponsors are AC

Transit and Alameda County Transportation Commission. One hundred million dollars (\$100,000,000).

(13) Transbay Rail Crossing. Fund preliminary engineering, environmental review, and design of a second transbay rail crossing and its approaches to provide additional rail capacity, increased reliability, and improved resiliency to the corridor. Subject to approval by the Metropolitan Transportation Commission, funds may also be used for construction, and, if sufficient matching funds are secured, to fully fund a useable segment of the project. The project sponsor is the Bay Area Rapid Transit District. Fifty million dollars (\$50,000,000).

(14) Tri-Valley Transit Access Improvements. Provide interregional and last-mile transit connections on the Interstate 580 corridor in the County of Alameda within the Tri-Valley area of Dublin, Pleasanton, and Livermore. The Metropolitan Transportation Commission shall consult with the Alameda County Transportation Commission, the Bay Area Rapid Transit District, and local jurisdictions to determine the project sponsor. One hundred million dollars (\$100,000,000).

(15) Eastridge to BART Regional Connector. Extend Santa Clara Valley Transportation Authority light rail from the Alum Rock station to the Eastridge Transit Center. The project sponsor is the Santa Clara Valley Transportation Authority. One hundred thirty million dollars (\$130,000,000).

(16) San Jose Diridon Station. Redesign, rebuild, and expand Diridon Station to more efficiently and effectively accommodate existing regional rail services, future BART and high-speed rail service, and Santa Clara Valley Transportation Authority light rail and buses. The project sponsor shall consider accommodating a future connection to Norman Y. Mineta San Jose International Airport and prioritizing non-auto access modes. The project sponsor is the Santa Clara Valley Transportation Authority. One hundred million dollars (\$100,000,000).

(17) Dumbarton Corridor Improvements. Fund planning, environmental review, design, and construction of capital improvements within Dumbarton Bridge and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects include, but are not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Corridor Express, Capitol Corridor, and Bay Area Rapid Transit District, including a rail connection at Shinn Station. The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority. One hundred thirty million dollars (\$130,000,000).

(18) Highway 101/State Route 92 Interchange. Fund improvements to the interchange of Highway 101 and State Route 92 in the County of San Mateo. The project is jointly sponsored by the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority. Fifty million dollars (\$50,000,000).

(19) Contra Costa Interstate 680/State Route 4 Interchange Improvements. Fund improvements to the Interstate 680/State Route 4 interchange to improve safety and

reduce congestion, including, but not limited to, a new direct connector between northbound Interstate 680 and westbound State Route 4, a new direct connector between eastbound State Route 4 and southbound Interstate 680, and widening of State Route 4 to add auxiliary lanes and high-occupancy vehicle lanes. The project sponsor is the Contra Costa Transportation Authority. Two hundred ten million dollars (\$210,000,000).

(20) Highway 101-Marin/Sonoma Narrows. Construct northbound and southbound high-occupancy vehicle lanes on Highway 101 between Petaluma Boulevard South in Petaluma and Atherton Avenue in Novato. The project sponsors are the Transportation Authority of Marin and the Sonoma County Transportation Authority. One hundred twenty million dollars (\$120,000,000).

(21) Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project. Construct Red Top Road interchange and westbound Interstate 80 to southbound Interstate 680 connector. The project sponsor is the Solano Transportation Authority. One hundred fifty million dollars (\$150,000,000).

(22) Interstate 80 Westbound Truck Scales. Improve freight mobility, reliability, and safety on the Interstate 80 corridor by funding improvements to the Interstate 80 Westbound Truck Scales in the County of Solano. The project sponsor is the Solano Transportation Authority. One hundred five million dollars (\$105,000,000).

(23) State Route 37 Improvements. Fund near-term and longer-term improvements to State Route 37 to improve the roadway's mobility, safety, and long-term resiliency to sea level rise and flooding. For the purposes of the environmental review and design, the project shall include the segment of State Route 37 from the intersection in Marin County with Highway 101 to the intersection with Interstate 80 in the County of Solano. Capital funds may be used on any segment along this corridor, as determined by the project sponsors. The project is jointly sponsored by the Transportation Authority of Marin, the Napa Valley Transportation Authority, the Solano Transportation Authority, and the Sonoma County Transportation Authority. Funds for this project may be allocated to any of the project sponsors. One hundred million dollars (\$100,000,000)

(24) San Rafael Transit Center. Construct a replacement to the San Rafael (Bettini) Transit Center on an existing or new site, or both, in downtown San Rafael. The selected alternative shall be approved by the City of San Rafael, the Golden Gate Bridge, Highway and Transportation District, the Transportation Authority of Marin, and Marin Transit. The project sponsor is the Golden Gate Bridge, Highway and Transportation District. Thirty million dollars (\$30,000,000).

(25) Richmond-San Rafael Bridge Access Improvements. Fund eastbound and westbound improvements in the Richmond-San Rafael Bridge corridor, including a direct connector from northbound Highway 101 to eastbound Interstate 580, westbound access and operational improvements in the vicinity of the toll plaza east of the bridge in Contra Costa County, and Richmond Parkway interchange improvements. Of the amount allocated to this project, one hundred thirty-five million dollars (\$135,000,000) shall be dedicated to the direct connector from northbound Highway 101 to eastbound Interstate 580 in Marin County and seventy-five million dollars (\$75,000,000) shall

be dedicated to the projects in Contra Costa County. The project sponsors are the Bay Area Toll Authority, the Contra Costa Transportation Authority, and the Transportation Authority of Marin. Two hundred ten million dollars (\$210,000,000).

(26) North Bay Transit Access Improvements. Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes. The project sponsor is the Metropolitan Transportation Commission. Eligible applicants are any transit operator providing service in the Counties of Contra Costa, Marin, Napa, Solano, or Sonoma. One hundred million dollars (\$100,000,000).

(27) State Route 29. Eligible project expenses include State Route 29 major intersection improvements, including Soscol Junction, and signal and signage improvements, which may include multimodal infrastructure and safety improvements between Carneros Highway (State Route 12/121) and American Canyon Road. The project sponsor is the Napa Valley Transportation Authority. Twenty million dollars (\$20,000,000).

(28) Next-Generation Clipper Transit Fare Payment System. Provide funding to design, develop, test, implement, and transition to the next generation of Clipper, the bay area's transit fare payment system. The next-generation system will support a universal, consistent, and seamless transit fare payment system for the riders of transit agencies in the bay area. The project sponsor is the Metropolitan Transportation Commission. Fifty million dollars (\$50,000,000).

(29) Interstate 680/Interstate 880/Route 262 Freeway Connector. Connect Interstate 680 and Interstate 880 in southern Alameda County to improve traffic movement, reduce congestion, and improve operations and safety. The project sponsor is the Alameda County Transportation Commission. Fifteen million dollars (\$15,000,000).

(30) Interstate 680/State Route 84 Interchange Reconstruction Project. Improve safety and regional and interregional connectivity by conforming State Route 84 to expressway standards between south of Ruby Hill Drive and the Interstate 680 interchange in southern Alameda County and implementing additional improvements to reduce weaving and merging conflicts and help address the additional traffic demand between Interstate 680 and State Route 84. The project sponsor is the Alameda County Transportation Commission. Eighty-five million dollars (\$85,000,000).

(31) Interstate 80 Transit Improvements. Fund improvements to support expanded bus service in the Interstate 80 corridor including, but not limited to, bus purchases, expansion of the WestCAT storage yard and maintenance facility. Fund implementation of the San Pablo Avenue Multi-modal Corridor (AC Transit). The project sponsor is the Contra Costa Transportation Authority. Twenty-five million dollars (\$25,000,000).

(32) Byron Highway-Vasco Road Airport Connector. Fund construction of a new connector between Byron Highway and Vasco Road south of Camino Diablo Road as well as shoulder and other improvements to the Byron Highway, including a railroad grade separation, to improve safety and access to the Byron Airport and to facilitate

economic development and access for goods movement in East Contra Costa County. The project sponsor is the Contra Costa Transportation Authority. Ten million dollars (\$10,000,000).

(33) Vasco Road Safety Improvements. Fund the widening of lanes and construction of a concrete median barrier along 2.5 miles of Vasco Road beginning approximately three miles north of the Contra Costa/Alameda County Line. The project sponsor is the Contra Costa Transportation Authority. Fifteen million dollars (\$15,000,000).

(34) East Contra Costa County Transit Intermodal Center. Fund the construction of a Transit Intermodal Center in Brentwood enhancing access to eBART and Mokelumne Bike Trail/Pedestrian Overcrossing at State Route 4. The project sponsor is the Contra Costa Transportation Authority. Fifteen million dollars (\$15,000,000).

(35) Interstate 680 Transit Improvements. Fund improvements that will enhance transit service in the Interstate 680 corridor, including, but not limited to, implementing bus operations on shoulder (BOS), technology-based intermodal transit centers/managed parking lots and development of technology to enhance real-time travel information. Fund implementation of Shared Autonomous Vehicles (SAVs) to improve first and last mile transit connectivity. The project sponsor is the Contra Costa Transportation Authority. Ten million dollars (\$10,000,000).

(b) Pursuant to subdivision (a) of Section 30923, if the authority selects a toll increase to be placed on the ballot in an amount less than three dollars (\$3), the funding assigned to the projects and programs identified in subdivision (a) shall be adjusted proportionately to account for reduced funding capacity. The authority shall adopt a resolution detailing the updated Regional Measure 3 capital and operating funding available and listing the revised funding amounts for each project within 90 days of the certification of the election by the last county to certify the election on the toll increase. The authority shall update this resolution as needed to reflect additional tolls approved in subsequent elections.

(c) (1) Not more than 16 percent, up to sixty million dollars (\$60,000,000), of the revenues generated each year from the toll increase approved by the voters pursuant to Section 30923 shall be made available annually for the purpose of providing operating assistance as set forth in the authority's annual budget resolution for the purposes listed in paragraph (2). The funds shall be made available to the provider of the transit services subject to the performance measures described in paragraph (3).

(2) The Metropolitan Transportation Commission shall annually fund the following operating programs from the revenue generated each year from the toll increase approved by the voters pursuant to Section 30923 as another component of the Regional Measure 3 expenditure plan:

(A) The San Francisco Transbay Terminal. Eight percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed five million dollars (\$5,000,000). These funds are available for transportation-related costs associated with operating the terminal. The Transbay Joint Powers Authority shall pursue other long-term, dedicated operating revenue to fund its operating costs. To the extent that a portion or all of the toll revenue provided pursuant to this subparagraph is not needed

in a given fiscal year, the Metropolitan Transportation Commission shall reduce the allocation accordingly.

(B) (i) Expanded Ferry Service. Ten million dollars (\$10,000,000) in the first year of allocation, fifteen million dollars (\$15,000,000) in the second year of allocation, twenty million dollars (\$20,000,000) in the third year of allocation, and twenty-five million dollars (\$25,000,000) in the fourth year of allocation. These allocation amounts shall be subject to the adjustments in subdivision (b). In the fifth year of allocation and thereafter, 58 percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed thirty-five million dollars (\$35,000,000). These funds shall be made available to the San Francisco Bay Area Water Emergency Transportation Authority (WETA) to support expanded ferry service, including increased frequencies of existing routes and the operation of new routes.

(ii) To the extent that funds provided pursuant to clause (i) are not requested for expenditure by WETA in a given year, the funds shall be held by the authority in a reserve account. Those funds shall be made available to WETA for any capital or operating purpose. Before receiving an allocation of those funds, WETA shall submit a request to the Metropolitan Transportation Commission detailing how the funds shall be used. An allocation of those funds shall constitute an augmentation of the funding provided in paragraph (5) of subdivision (a) and be treated as such in any reports by the authority regarding the Regional Measure 3 expenditure plan.

(C) Regional Express Bus. Thirty-four percent of the amount available for operating assistance pursuant to paragraph (1), not to exceed twenty million dollars (\$20,000,000), to be distributed for bus service in the bridge corridors, prioritizing bus routes that carry the greatest number of transit riders. To the extent that a portion or all of the toll revenue provided pursuant to this subparagraph is not needed in a given fiscal year, the Metropolitan Transportation Commission shall reduce the allocation accordingly.

(3) Before the allocation of revenue for transit operating assistance under subparagraphs (A) and (C) of paragraph (2), the Metropolitan Transportation Commission shall:

(A) Adopt performance measures related to fare-box recovery, ridership, or other indicators, as appropriate. The performance measures shall be developed in consultation with the affected project sponsors.

(B) Execute an operating agreement with the sponsor of the project. This agreement shall include, but is not limited to, an operating plan that is consistent with the adopted performance measures. The agreement shall include a schedule of projected fare revenues or other forecast revenue and any other operating funding that will be dedicated to the service or terminal. For any individual project sponsor, this operating agreement may include additional requirements, as determined by the commission.

(C) In an operating agreement executed pursuant to subparagraph (B), the Metropolitan Transportation Commission shall grant a project sponsor at least five years to achieve the adopted performance measures. The Metropolitan Transportation Commission shall use a ridership forecast as the basis for performance measures adopted pursuant to subparagraph (A) and to establish performance measures in

following years. If the transit service of a project sponsor does not achieve the performance measures within the timeframe granted to the project sponsor, the project sponsor shall notify the Metropolitan Transportation Commission. The Metropolitan Transportation Commission may revise the performance measures, extend the timeframe to achieve the performance measures, or take action to reduce the funding available for operations if the performance measures are not met within the new timeframe.

(4) Before Metropolitan Transportation Commission providing funding to the San Francisco Bay Area Water Emergency Transportation Authority (WETA) under subdivision (a) or this subdivision, WETA and the MTC shall do the following, as applicable:

(A) WETA shall adopt a plan that includes systemwide and route-specific performance measures related to fare-box recovery, ridership, and any other measures as deemed appropriate by WETA in consultation with MTC.

(B) WETA and MTC shall execute an operating agreement that establishes a five-year plan for new or enhanced services and outlines incremental steps needed to achieve a reasonable level of service productivity and cost-effectiveness as compared to similar ferry services provided across the bay area.

(C) After the time period identified in subparagraph (B), and if reasonable, but incomplete progress has been achieved to meet the performance measures identified in subparagraph (A), WETA, in consultation with MTC, may propose a new timeframe, not longer than an additional five years, to achieve the performance measures and take needed steps to remedy the service to meet the measures. In the event that the performance measures are not met within the new timeframe, WETA may seek additional time to achieve the measures and MTC may determine whether services should continue and may establish other conditions to service in consultation with WETA. In all cases, funds not spent or made available to WETA shall be returned to the reserve account established pursuant to clause (ii) of subparagraph (B) of paragraph (2).

(D) WETA shall use the plan identified in subparagraph (A) to prioritize the use of capital funding made available by this section to support its mission as the operator of ferry services.

(E) This section does not restrict WETA with respect to meeting its obligations as the coordinating agency for water transit response to regional emergencies.

(d) (1) For all projects authorized under subdivision (a), the project sponsor shall submit an initial project report to the Metropolitan Transportation Commission within six months of the election approving the toll increase. This report shall include all information required to describe the project in detail, including the status of any environmental documents relevant to the project, additional funds required to fully fund the project, the amount, if any, of funds expended to date, and a summary of any impediments to the completion of the project. This report, or an updated report, shall include a detailed financial plan and shall notify the commission if the project sponsor will request toll revenue within the subsequent 12 months. The project sponsor shall update this report as needed or requested by the commission. Funds shall not

be allocated by the commission for any project authorized by subdivision (a) until the project sponsor submits the initial project report, and the report is reviewed and approved by the commission.

(2) If multiple project sponsors are listed for projects listed in subdivision (a), the commission shall identify a lead sponsor in coordination with all identified sponsors, for purposes of allocating funds. For any projects authorized under subdivision (a), the commission shall have the option of requiring a memorandum of understanding between itself and the project sponsor or sponsors that shall include any specific requirements that must be met before the allocation of funds provided under subdivision (a).

(e) If a program or project identified in subdivision (a) has cost savings after completion, taking into account construction costs and an estimate of future settlement claims, or cannot be completed or cannot continue due to delivery or financing obstacles making the completion or continuation of the program or project unrealistic, the commission shall consult with the program or project sponsor. After consulting with the sponsor, the commission shall hold a public hearing concerning the program or project. After the hearing, the commission may vote to modify the program or the project's scope, decrease its level of funding, or reassign some or all of the funds to another project within the same bridge corridor. If a program or project identified in subdivision (a) is to be implemented with other funds not derived from tolls, the commission shall follow the same consultation and hearing process described above and may vote thereafter to reassign the funds to another project consistent with the intent of this chapter.

(f) If the voters approve a toll increase pursuant to Section 30923, the authority shall within 24 months of the election date include the projects in a long-range bridge toll plan. The authority shall update its long-range plan as required to maintain its viability as a strategic plan for funding projects authorized by this section. The authority shall, by January 1, 2020, submit its updated long-range bridge toll plan to the transportation policy committee of each house of the Legislature for review. This subdivision, to the extent a plan is prepared under this section, supersedes the requirement to prepare and submit a 20-year toll bridge expenditure plan to the Legislature for adoption pursuant to subdivision (h) of Section 30914.

(g) This section does not alter the obligations of the Metropolitan Transportation Commission with respect to the requirements of Section 65080 of the Government Code.

(Amended by Stats. 2018, Ch. 92, Sec. 207. (SB 1289) Effective January 1, 2019.)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT AND THE CITY OF SAN RAFAEL**

This Memorandum of Understanding is entered into as of this 27 day of OCTOBER, 2017, by and between the Golden Gate Bridge, Highway and Transportation District, a special district of the State of California, duly created and acting under California Streets and Highways Code Section 27000 et seq ("District") and the City of San Rafael, a California charter city ("City"), (collectively referred to as the ("Parties")).

RECITALS

A. The Sonoma Marin Area Rail Transit District ("SMART") was created pursuant to AB 2224 (California Public Utilities Code § 105000 et seq.) for the purpose of providing a passenger rail service and multi-use pathway within the Counties of Sonoma and Marin.

B. The SMART rail corridor, historically known as the Northwestern Pacific Railroad, runs north to south in Sonoma and Marin Counties, generally parallel to U.S. Highway 101, including a segment running through Downtown San Rafael between Hetherton Street and Tamalpais Avenue.

C. SMART has commenced passenger rail operations between the City of Santa Rosa and the Downtown San Rafael SMART Station, located in the block encompassed by Third Street, Hetherton Street, Fourth Street, and Tamalpais Avenue.

D. Adjacent to the Downtown San Rafael SMART Station to the south, District owns and operates the C. Paul Bettini Transportation Center, also commonly known as the San Rafael Transit Center ("Transit Center"), situated in the block encompassed by Second Street, Hetherton Street, Third Street, and Tamalpais Avenue. The SMART rail corridor runs north to south directly through the the Transit Center, and crosses Second and Third Streets.

E. The Transit Center is the main passenger transit terminal for Marin County, providing essential transit services to over 9,000 customers daily and facilitating travel and transfers throughout Marin County, to San Francisco, Contra Costa, and Sonoma Counties. The Transit Center accommodates transportation services provided by the District, Marin Transit, Sonoma County Transit, Greyhound Bus Lines, the Marin Airporter and the Sonoma Airporter. The continued and efficient operation of the Transit

Center is a crucial concern of District and the other transportation service providers operating there, and of their customers.

F. The streets surrounding the Downtown San Rafael SMART Station and the Transit Center are among the busiest streets in the City of San Rafael. Second Street and Third Street are the City's main east-west traffic corridors south of Puerto Suello Hill, providing a primary access between Highway 101 and West Marin, Fairfax, and San Anselmo as well as to Downtown San Rafael. The offramp from Highway 101 South into Downtown San Rafael feeds directly into Hetherton Street, which, four blocks farther south, feeds directly into the onramp to Highway 101 South from Downtown San Rafael. The smooth and efficient flow of traffic in this area is a vital concern to the City of San Rafael and its residents, businesses, and visitors, as well as to the transit operators whose buses use the City's streets, and transit passengers.

G. SMART is also proceeding with the design and construction of the improvements needed to extend its passenger rail service system the 2.2 miles from the Downtown San Rafael SMART Station to a location near the District's Larkspur Ferry Terminal in Larkspur (the "SMART Larkspur Extension Project").

H. Because the SMART rail corridor in San Rafael runs through the Transit Center, the SMART Larkspur Extension Project will require replacement of the Transit Center and its transit operations to an existing and/or new site in downtown San Rafael. The City and the District have cooperated to develop several options for the replacement Transit Center, more specifically identified in the March 2017 San Rafael Transit Center Relocation Study Final Report, all of which are within close proximity of the current Transit Center and the Downtown San Rafael SMART Station; and the District, as lead agency, will soon be undertaking the environmental analysis and design for the permanent replacement facility.

I. The District has worked with the City, SMART, and other transit agencies to design an "Interim Transit Center" for transit operations. The Interim Transit Center will be designed and constructed by SMART in association with its construction of the SMART Larkspur Extension Project. It will serve as the main passenger transit terminal in Marin County until such time as the permanent replacement of the Transit Center is constructed and occupied.

J. The City and District desire to memorialize herein their intention and agreements for cooperating on the environmental review, planning and approval of the Transit Center Replacement Project (hereafter, the "Project").

NOW, THEREFORE, the City and the District agree as follows:

AGREEMENT

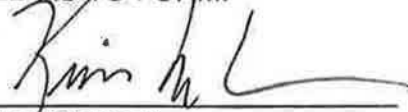
1. The District shall be the lead agency for purposes of environmental review of the Project under the California Environmental Quality Act ("CEQA").
2. The City shall be a responsible agency for purposes of environmental review of the Project under CEQA.
3. The District and the City shall cooperate to develop and consider, to the extent feasible, an additional alternative for the replacement Transit Center, besides those identified in the March 2017 Report.
4. In planning and developing specific Project features, the District shall meet and confer with the City's Community Development Department staff concerning consistency of the proposed Project with the City's General Plan, Station Area Plan, and Zoning Ordinance.
5. The parties agree that the selected alternative must be approved by the City Council.
6. In consideration of the obligations undertaken by District herein, City shall waive standard application and hearing fees for City review of the Project, and shall streamline any District applications, as applicable, to the City for work required in or affecting the public right-of-way or other public property.

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

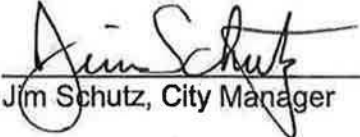
GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

By: 
Denis J. Mulligan, General Manager

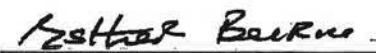
APPROVED AS TO FORM:

By: 
District Counsel

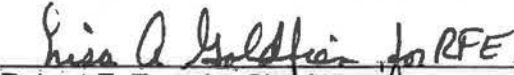
CITY OF SAN RAFAEL

By: 
Jim Schutz, City Manager

ATTEST:

By: 
Esther Beirne, City Clerk

APPROVED AS TO FORM:

By: 
Robert F. Epstein, City Attorney

San Rafael Bicycle Pedestrian Advisory Committee
c/o City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

April 13, 2021

San Rafael City Council
1400 Fifth Avenue
San Rafael, CA 94901

Re: Recommendations regarding Site Alternatives for San Rafael Transit Center's Relocation

Dear Mayor and Councilmembers:

San Rafael completed and adopted its most recent update of San Rafael's Bicycle Pedestrian Master Plan (BPMP) in 2018. During that planning process, the City considered hundreds of comments through its survey and public outreach efforts. The relocation of San Rafael's Transit Center creates an important opportunity for the City to address the top two goals in the 2018 BPMP: 1) safety and 2) connectivity for bicyclists and pedestrians.

Safety

According to the BPMP, between 2009 and 2016, 65% of all pedestrian-involved collisions (averaging 36/year) occurred downtown. The corridors with the greatest occurrence of both bicycle and pedestrian-involved collisions per mile were along Second, Third, and Fourth Streets and collisions were particularly high at intersections with Hetherton Street and Tamalpais Avenue. As these intersections are within the footprints of the alternatives being considered for the relocation of the Transit Center, this is a critical time to prioritize and invest in safety countermeasures at pedestrian crossings and bicycle intersections such as those listed in the BPMP and to work with the Golden Gate Bridge, Highway and Transportation District (GGBHTD) to do so.

The BPMP recognizes that tracking progress towards its goals is crucial to its success. One of the first strategies in prioritizing and implementing the safety improvements in the plan was to adopt a "Vision Zero" policy for eliminating all bicycle- and pedestrian-involved severe injuries and fatalities and establish a baseline for comparison by 2020. As this milestone has not yet been accomplished, now would be a good time to prioritize it especially in this area.

In keeping with the intent of the BPMP, the future location and circulation pattern around the transit center should maximize protection of pedestrians and bicyclists from vehicle traffic. Project elements that would support the BPMP include consideration of provision of barriers

between bikeways and vehicle lanes, protected-permissive signal phasing, and adequately sized boarding areas to minimize conflict between pedestrians, bicyclists, and transit riders.

Connectivity

According to the 2018 BPMP, some of Marin Transit's most heavily used bus routes are in the Canal neighborhood. Creating direct bike and pedestrian routes to stops along those routes, including to the Transit Center, will help improve access for high-frequency bus system users. Part of prioritizing safety could be to develop a "Safe Routes to Transit" approach for all ages and abilities to the new Transit Center location.

In its very first BPMP, adopted in 2001, the City identified the need for N-S bicycle routes. The 2011 BPMP update called for a series of projects identifying the need for the North-South Greenway through San Rafael. The 2018 BPMP identified gaps that exist in the bike network downtown and at connections to the existing Transit Center and rated the segment between Second Street and Mission Avenue along West Tamalpais one of its highest priority projects. That is to say that over the past 20 years, completion of a North-South Greenway through downtown has been a priority in all BPMP plans. Significant segments towards this goal have been completed, the most recent being the multiuse path along West Francisco from Irwin to Second Street. The Transit Center relocation creates an opportunity for ultimately completing the connection from Second Street to Mission Avenue. Also, importantly, improving regional bicycle and pedestrian networks is included in the first policy in San Rafael's Draft 2040 General Plan update Mobility Element.

In our advisory capacity, we urge you to use this opportunity to work with GGBHTD to create a safer and more connected downtown, identifying safe pathways to transit for all users, prioritizing safe intersections, and completing the North-South Greenway from Second Street to Mission Avenue.

Thank you for your consideration of these comments.

Sincerely,

Kate Powers
Chair, San Rafael BPAC



April 14, 2021

Honorable Mayor and San Rafael City Council Members

Dear Mayor Kate Colin and Members of San Rafael City Council:

We understand that you are scheduled to hear a presentation from Golden Gate Bridge, Highway and Transportation District (GGBHTD) staff on the status of the San Rafael Transit Center Project at the April 19 San Rafael City Council meeting. The District plans to issue its Draft EIR report in June of this year, which will include a preferred site. Because this is a project that will impact San Rafael and serve Marin transit users for many years to come, we encourage the City to work closely with GGBHTD officials to agree on a preferred site prior to the release of the Draft EIR.

The COVID-19 virus had a devastating effect on transit systems and their riders. Transit officials project that it will take many years to restore ridership to levels that existed before the virus. However, in areas where transit serves those without viable alternatives, the ridership rate is expected to return sooner and even increase. Prior to COVID-19, the San Rafael Transit Center was one of busiest transit centers in the Bay Area serving 9,000 riders a day. A large percentage of the users were from the Canal Neighborhood.

The District's three location options include the Under the Freeway Alternative, the 4th Street Gateway Alternative and the Whistlestop Block Alternative.

We believe the location of the new Transit Center should

- a. Serve as a central hub for transit users, and be safe, comfortable, and attractive;
- b. Be designed with good vehicle traffic circulation, both for transit-related vehicles entering and leaving the site, vehicles dropping off users at the site, and vehicles traveling near the site;
- c. Be designed to be responsive and adaptable to sea level rise, in keeping with State and local sea level rise projections and in accordance with the planned life expectancy of the infrastructure;

- d. Be designed to incorporate energy conservation measures such as solar panels and electric charging stations for e-bicycles;
- e. Be located to minimize dangerous pedestrian crossings of highly trafficked major streets;
- f. Be more than just a replacement of the existing Transit Center; it should be something better with placemaking design;
- g. Be designed as the gateway to San Rafael's Downtown Area;
- h. Be integrated with San Rafael Station Area Plan components;
- i. Be designed to accommodate future expansion and innovations in modes of travel;
- j. Include areas large enough to safely accommodate pedestrian and bicycle access;
- k. Provide for adequate "Kiss and Ride" drop-off and pick-up areas.

The Under the Freeway Alternative

We believe the Under the Freeway Alternative does not meet these objectives. Furthermore, we are concerned that this option, being the least desirable of the three, will negatively impact the many minority transit users who live in the Canal Neighborhood and use the Transit Center. The site would be a more dangerous and less comfortable station for the low-income people who are the predominate users of public transit. This may result in grounds for a Title VI lawsuit by transit and equity advocates.

Additionally, we have environmental concerns about having to cover the creek in that area, which would result in the loss of creek habitat. Also, transit users going to or from the SMART Station would have to walk across a busy Hetherton Street.

This property would remain under the control of Caltrans who could request Golden Gate Transit to vacate the site, necessitating another search for a new site. Should this happen, it would be likely that the sites in the area available now would have been developed for other uses, and the Transit Center buses would need to be relocated to City streets which would result in significant impact on City traffic.

Finally, placing the Transit Center at the site is considerably more expensive, with a projected \$60-\$85 million cost compared to the \$40-\$55 million cost for the two other alternative sites.

The 4th Street Alternative

The 4th Street Gateway Alternative also does not meet the above objectives. It would take up two City blocks bordered by Hetherton Street, Third Street, Tamalpais Ave, and Fifth Avenue and prohibit right turns from Hetherton Street to Fourth Street, which is a major concern of the San Rafael business community. Passengers would have to cross Fourth Street to make some transfers. Finally, this Alternative would utilize an extra City block that could be used for other purposes.

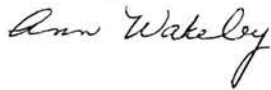
The Whistlestop Block Alternative

We believe the Whistlestop Block Alternative provides the most flexibility in serving the needs of transit users while integrating the Transit Center with Downtown. It best meets the objectives that we have laid out. It places the Transit Center on one block in an open and safe area. Passengers do not have to cross any street to make transfers. The use of the Whistlestop building creates a pedestrian-friendly information and retail center.

We recommend that the City work with GGBHTD staff to adopt a public review design process in which San Rafael citizens and Transit Center users will be able to provide input on things such as placemaking and public art. This would occur after the Project EIR is approved and the Transit Center site chosen.

The League of Women Voters of Marin will continue to monitor and provide input on this important project.

Sincerely,



Ann Wakeley
President

CC:

Marin County Board of Supervisors
Patty Garbarino, Board Member GGBHTD
Alice Fredericks, Board Member GGBHTD
Denis Mulligan, General Manager- GGBHTD
Ron Downing, Planning Director, GGBHTD
Raymond Santiago, Project Manager, GGBHTD
Jim Schutz, San Rafael City Manager
Nancy Whelan, General Manager- Marin Transit
Robert Betts, Marin Transit, Director of Operations and Planning
Ann Richman, Executive Director, Transportation Authority of Marin



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Economic Development

**Prepared by: Danielle O’Leary,
Economic Development Director**

City Manager Approval: _____

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

TOPIC: ECONOMIC RECOVERY

SUBJECT: INFORMATIONAL REPORT ON BUSINESS RECOVERY IN SAN RAFAEL

RECOMMENDATION: Accept report and provide feedback on COVID-19 economic recovery planning.

BACKGROUND:

Over the last year, Marin County has been under COVID-19 public health orders, while also moving through the reopening tiers based on the state’s [Blueprint for a Safer Economy](#).

In the early stages of the COVID-19 pandemic, the County of Marin developed a reopening initiative called [Marin Recovers](#). This initiative brought together local government, business, and industry stakeholders to develop reopening protocols that included cleaning and social distancing requirements, along with COVID-19 modified workplace guidance for workers and customers.

In addition to managing the public health and safety challenges of COVID-19, city staff presented an [informational report](#) to the City Council describing the financial impacts of COVID-19 on city services. The report discussed projected revenue losses for fiscal year 2020-2021, along with a COVID-19 Economic Recovery Plan (CERP) that communicated budget and fiscal impacts, service impacts, and economic recovery efforts.

A synopsis of the early phases of the economic recovery efforts included:

- **San Rafael COVID-19 Disaster Relief Grants:** This grant program was achieved by partnering with the San Rafael Chamber Education Foundation, the City of San Rafael, the County of Marin, and the Downtown Business Improvement District, along with donations from local businesses totaling \$250,000 in grant funding. The Disaster Relief Grant Funds were dispersed to a diverse mix of businesses throughout San Rafael including childcare, restaurants, personal services, health and wellness, retail, automotive, professional, and industrial industries. Over 67 disaster relief grants were given in the early months of the pandemic.

FOR CITY CLERK ONLY

File

Council Meeting:

Disposition:

- **Marin Recovers Support:** The City of San Rafael worked with the County of Marin and local industry groups to develop [reopening protocols](#) to help local businesses understand and implement the COVID-19 public health requirements. City staff also helped create the online public health poster program where businesses could easily download COVID-19 public health signage for their windows in English and Spanish. Mayor Kate and city staff continue to meet with the Marin Recovers working group as we move through the recovery.
- **Promoting COVID-19 Business Resources & Relief Programs:** Knowing what federal, state, and local business relief programs were available was a priority. The City created and maintained a COVID-19 business relief web presence on the City's website. The information communicated available business support programs including the Economic Injury Distress Loans (EIDL), Cares Act - Payroll Protection Plan (PPP), California business grant/loan programs, and the state's Great Plates food delivery program. The City also maintained funding support for the Small Business Development Center (SBDC) to provide free technical assistance for San Rafael businesses. The City's code enforcement manager also provided businesses with supportive compliance visits to make sure businesses could meet mandatory COVID-19 public health requirements.
- **Vulnerable population support:** City staff supported the County's Canal Emergency Response Team by helping to provide testing support, Public Health Service Announcements (PSAs), business partnerships and outreach, supportive code compliance visits, [Canal WiFi](#) access project, and disbursement of the CDBG-CV (Community Development Block Grant – Coronavirus) funds for rental assistance and business loans and grants programs. CDBG-CV funds could have been used for other programming purposes. However, it was important to the City and City Council to prioritize these funds for rental and business assistance. In addition, city staff and City Council supported a collaborative partnership with the Canal Alliance and formed the [Canal Policy Working Group \(CPWG\)](#) to support residents and businesses in the Canal who were experiencing a disproportionate affect from the COVID-19 pandemic.
- **Curbside Pick-up & Drop-off/Downtown Parklets & Outdoor Dining:** The City departments of Public Works, Parking Services, Police, Fire, Community Development, and Economic Development expedited downtown curbside customer pick-up and drop-off locations to help businesses pivot to a new way of providing goods and services. City staff reviewed and adapted outdoor dining and parklet processes to help restaurants meet new public health order requirements. Criteria for city approval of a temporary or semi-permanent outdoor dining space sought to maintain 70% of on-street metered parking on any given block. If 70% was not possible, the City would still consider allowing a permit if 70% could be maintained in a 3-block radius, and at least one parking garage or lot is within one block of the business. See attachment for illustration.
- **Marketing & Program Support:** Creating opportunities for street closures to help local businesses meet public health requirements and social distancing mandates was important for the financial viability of some of our local businesses. Public health orders encouraged outdoor commerce for increased safety during the pandemic. In response, the City, in partnership with the Downtown Business Improvement District and the San Rafael Chamber of Commerce, created a new program called [Dining Under the Lights](#) (DUTL). This program closes Fourth Street on Thursday and Friday evenings to vehicular traffic and allows businesses to conduct commerce outside. DUTL had over 40 businesses

participate in the first program, and now over 48 businesses have signed on for the current program. In addition, the City's economic development team promoted Shop San Rafael marketing campaigns on social media, free weekend parking in downtown garages, and launched the [Life in San Rafael](#) website and social media campaign to encourage residents to support San Rafael businesses. The City also created a business [GIS mapping](#) feature which highlighted which San Rafael businesses were open and what COVID-19 safety features they offered, for example: curbside pick-up and drop-off, meals to-go, or modified business hours.

- **MCCMC (Marin County Council of Mayors & Councilmembers) Economic Recovery Committee:** Mayor Kate and San Anselmo Mayor Colbert have been chairing the MCCMC Recovery Committee meetings. These county-wide recovery meetings started in April 2020 and enable cities and towns to share information related to the recovery. It also gave jurisdictions the opportunity to learn and share best practices. In the coming months, there will be two symposiums one focused on outdoor parklets and the second on creative ways to fill empty commercial spaces.

ANALYSIS:

Marin County continues to move through the State's reopening stages and County vaccination rates are making great progress. As the next phases of the pandemic and recovery unfold, the City of San Rafael continues to monitor and adjust ongoing programs to help San Rafael businesses.

Most recently, city staff helped support a business survey effort conducted by the business collaborative Keep Marin Working (KMW) to get an assessment of San Rafael businesses. In late February and early March, the KMW group surveyed businesses throughout the County on the impacts of COVID-19. The results illustrated major financial struggles for businesses throughout the County. Of the 1,191 businesses surveyed, 78% percent had seen declines in revenue causing concern for their financial viability. Over 58% reported using personal savings, credit cards, and borrowing from family members to be able to continue business operations.

Almost 70% of respondents stated their business decreased by 10% or more, with more than 35% stating revenues were down more than 50%. When asked what their businesses needed to survive, surprisingly 25% of businesses responded they could maintain operations for six months if they received a grant of \$5,000 or less, while 21% felt that \$20,000-\$50,000 would be necessary to survive. Based on these survey results, the KMW group is recommending the County of Marin consider another county-wide business grant relief program to help sustain local businesses as the pandemic continues to persist.

In addition to participating in the KMW efforts, the City of San Rafael has ongoing economic recovery objectives broken out in the following timeframes:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

Short-term Objective: Help business stay afloat	January – June 2021 (underway)
<p><i>Strategies:</i></p> <ol style="list-style-type: none"> 1. Connect with local businesses on a personal level and get input. 2. Communicate to residents ways to shop and support San Rafael businesses. 3. Ensure information on available loans/grants (SBDC, CDBG, PPP/CARES) is easily accessible on the city website. 4. Help support KMW survey efforts by sharing and promoting the survey to San Rafael businesses. 	<p><i>Tactics:</i></p> <ol style="list-style-type: none"> 1. Mayor Kate’s Walkabout & Business Survey, to date 263 business visitations 2. <i>Shop San Rafael</i> marketing campaigns and <i>Life in San Rafael</i> business features. 3. Create business resources webpage on City’s website, to have all relevant information in one easy-to-navigate place. 4. Shared and promoted KMA survey with all San Rafael business license holders.

As we move through the summer, fall and winter months, our efforts will shift to our mid-term objectives of helping businesses transition through reopening stages and working on assessing and reducing storefront vacancies.

Mid-term Objectives: Help businesses transition through reopening stages, reduce storefront vacancies, strengthen San Rafael’s economic resilience.	June-December 2021
<p><i>Strategies:</i></p> <ol style="list-style-type: none"> 1. Connect with local businesses on a personal level, get input. 2. Continue <i>Shop San Rafael</i> campaigns and business support programs. 3. Reduce storefront vacancies on Fourth Street. 4. Begin creating a Strategic Economic Development Plan for San Rafael. 5. Monitor new federal government programs from the American Rescue Plan and the American Jobs Plan. 	<p><i>Tactics:</i></p> <ol style="list-style-type: none"> 1. Mayor Kate’s GEM (Going the Extra Mile) business visits. 2. COVID-19 outdoor dining, DUTL Programming, Farmers Market and <i>Life in San Rafael</i> Business features. 3. Connect with commercial real estate professionals to understand leasing trends and vacancies. 4. Research options for Strategic Economic Development Plan and begin Plan. 5. Support rollout of new federal stimulus funding and programming.

In closing, economic recovery planning will be amended as needed due to the changing nature of the pandemic. Staff’s intention for this update item is to receive Council comments on recovery planning efforts.

FISCAL IMPACT:

This is an information report, there are no fiscal impacts to accepting the report and providing feedback to staff.

OPTIONS:

1. Accept information recovery update and provide feedback to staff.
2. Take no action.

RECOMMENDED ACTION:

Accept informational recovery planning progress report.

ATTACHMENTS:

1. COVID-19 Outdoor Dining Criteria



Downtown San Rafael

COVID On-Street Parking Spaces for Outdoor Dining

www.cityofsanrafael.org/covid-outdoor-dining

Types of On-Street Parking Spaces for Outdoor Dining

Temporary: metal barricades, planters only - may include tents or canopies. Tables directly on street surface

Semi-permanent: construction of wood, metal, etc. walls, platform or overhead structure (roof or trellis). Building permit only required for any constructed overhead roof or trellis.

Permanent: Parklet already approved and constructed prior to COVID as a part of the City's permanent parklet program.

Criteria for City approval of a **Temporary** or **Semi-permanent** outdoor dining space

70% of on-street metered parking on that block remains available for vehicles: The City seeks to maintain 70% of a block's current on-street metered parking still available for vehicle parking, after any parking spaces are converted to outdoor dining areas. Approval will be granted to a restaurant/bar to utilize 1-2 parking spaces for outdoor dining if this condition is met.





If above criteria is **not met, approval for an outdoor dining area may still be granted if:**

1) >70% of on-street metered parking on a 3-block average (the block at question and one block in either direction) remains available for vehicle parking.

-and-

2) At least one public parking garage or lot is within 1 block of the block at question.

Map Legend

-  Available parking
-  Temporary (barricades only)
-  Semi-permanent
-  Permanent parklet

4th Street: Tamalpais to Lincoln
14 total spaces

100% spaces remain available



4th Street: Lincoln to Cijos
22 total spaces

- George's (1)
- Lotus (2)
- Theresa & Johnny's (2)
- Caribbean Spices (2)

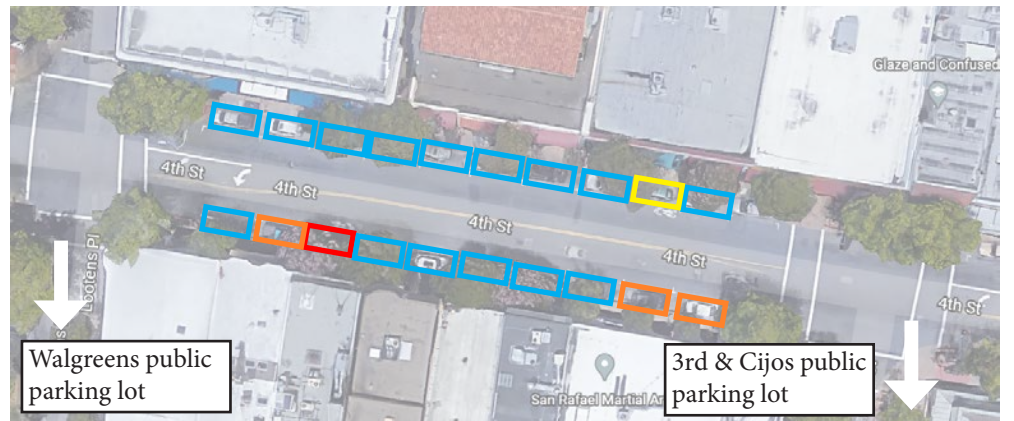
68% spaces remain available
78% available in 3-block average



4th Street: Cijos to Lootens
20 total spaces

- Double Rainbow (1)
- Bangkok Thai (2)
- Vin Antico (2)

75% spaces remain available



4th Street: Lootens to A Street
20 total spaces

- Taj of Marin (2)

90% spaces remain available



4th Street: A to B Street
13 total spaces

Stateroom (2)
Aroma (1)

77% spaces remain available



4th Street: B to C Street
22 total spaces

Amicis (1)
Yet Wah (2)
My Thai (2)

77% spaces remain available



4th Street: C to D Street
22 total spaces

100% spaces remain available



4th Street: D to E Street
15 total spaces

Cafe del Soul (1)

93% spaces remain available



4th Street: E to Shaver Street
11 total spaces

Shiro Kuma (2)

82% spaces remain available



4th Street: Shaver to F Street
22 total spaces

The Kitchen Table (2)

91% spaces remain available



4th Street: F to G Street
11 total spaces

Johnny Doughnuts (1)

Pint Size (1)

Whipper Snapper (1)

72% spaces remain available

86% available in 3-block average



4th Street: El Camino to 4th
16 total spaces

Pond Farm (2)

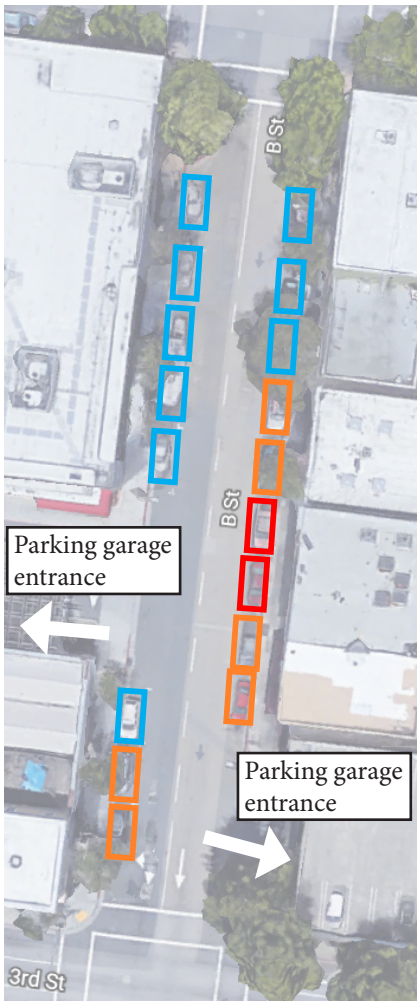
88% spaces remain available



B Street: 4th to 3rd Street
17 total spaces

- Libation (4)
- Pupusaria (2)
- Revel & Roost (2)

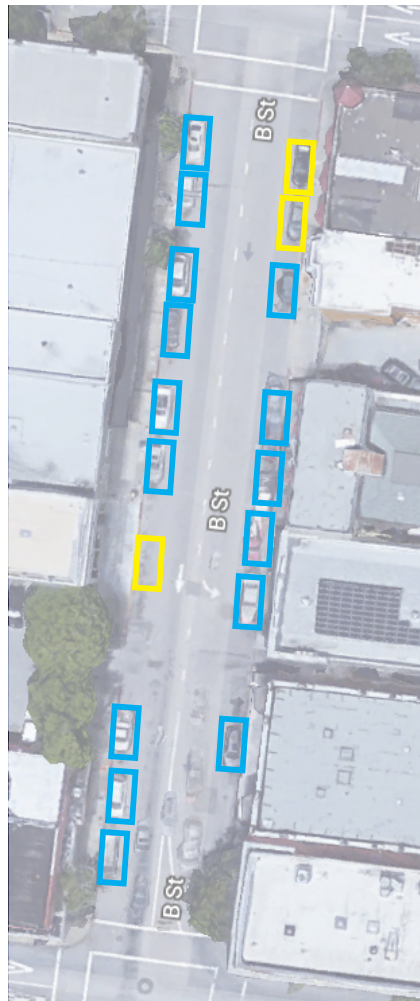
53% spaces remain available
82% available in 3-block average



B Street: 4th to 3rd Street
18 total spaces

- California Gold (2)
- Uchiwa Ramen (1) - not currently set up

83% spaces remain available



Lincoln: 4th to 3rd Street
15 total spaces

- Gala Mexican (2)
- Los Moles (2)

73% spaces remain available



C Street: 5th to 4th Street

12 total spaces

Tam Commons (2)

La Vier (1)

75% spaces remain available





**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AGENDA REPORT**

Department: Finance Department

Prepared by: Nadine Atieh Hade,
Finance Director

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'AS'.

TOPIC: SUCCESSOR AGENCY QUARTERLY INVESTMENT REPORT

**SUBJECT: ACCEPTANCE OF SUCCESSOR AGENCY QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDING MARCH 31, 2021**

RECOMMENDATION: Accept investment report for the quarter ending March 31, 2021, as presented.

BACKGROUND: Pursuant to the State of California Government Code Section 53601 and the City's investment policy, last approved by the City Council on [June 15, 2020](#), staff provides the governing body a quarterly report on the Successor Agency's investment activities and liquidity.

ANALYSIS: The Successor Agency checking account had a balance of \$39,674 at quarter-end. These funds were available for the administration of the activities of the Agency, as well as for approved agency commitments.

FISCAL IMPACT: No financial impact occurs by adopting the report.

RECOMENDATION: Accept investment report for the quarter ending March 31, 2021, as presented.

ATTACHMENT:

1. Successor Agency Cash & Investment Report January through March 2021.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

TREASURER'S CERTIFICATION

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH SUCCESSOR AGENCY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE SUCCESSOR AGENCY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD, SUBJECT TO OVERSIGHT BOARD APPROVAL OF OBLIGATIONS AND THE SUBSEQUENT TIMELY COUNTY DISBURSEMENT OF FUNDS.



Nadine Atieh Hade
Finance Director

SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS

QUARTER ENDED 3/31/2021

ISSUER	PURCHASE TYPE	PURCHASE DATE	MATURITY DATE	YIELD	PURCHASE PRICE	PAR VALUE	MARKET VALUE	Days to Maturity	% OF TOTAL	AS OF
<i>CASH ACCOUNTS:</i>										
WESTAMERICA	DD	N/A	N/A		\$ 39,674.25	\$ 39,674.25	\$ 39,674.25	1	100.00%	1/31/2021
WESTAMERICA	DD	N/A	N/A		\$ 39,674.25	\$ 39,674.25	\$ 39,674.25	1	100.00%	2/28/2021
WESTAMERICA	DD	N/A	N/A		\$ 39,674.25	\$ 39,674.25	\$ 39,674.25	1	100.00%	3/31/2021
TOTAL INVESTMENTS					\$ -	\$ -	\$ -			
TOTAL CASH & INVESTMENTS - QUARTER-END BALANCE					\$ 39,674.25	\$ 39,674.25	\$ 39,674.25		100.00%	

% Portfolio held 1 year or less

100%

TYPE:

DD - Demand Deposit