



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office

**Prepared by: Andrew Hening,
Director of Homeless Planning and Outreach**

City Manager Approval: _____

TOPIC: DOWNTOWN STREETS TEAM

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR AGREEMENT WITH THE DOWNTOWN STREETS TEAM FOR HOMELESS SUPPORT SERVICES IN FISCAL YEARS 2021-2022 and 2022-2023 IN AN AMOUNT NOT TO EXCEED \$200,000

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a two-year agreement with the Downtown Streets Team for homeless support services, for the period of July 1, 2021 through June 30, 2023.

BACKGROUND: Downtown Streets Team (DST) is a San Jose-based work experience program that helps people experiencing homelessness regain self-sufficiency while also providing volunteer opportunities to improve and beautify our local community. San Rafael was DST’s first branch outside of Santa Clara County, and the program now operates throughout the Bay Area, including Sacramento and the Central Valley. DST has now been in San Rafael for nearly eight years and is currently in year three of a three-year contract with the City.

To initially launch DST in San Rafael, the City cobbled together a coalition of funders, including the County of Marin, Marin General, Kaiser, Sutter, and Marin Community Foundation. These entities were initially transferring money to the City, and then the City was administering that funding to DST. In initial discussions with DST prior to launching in San Rafael, DST believed it could gradually raise money through earned income contracts (i.e. providing cleanup and other support services for local businesses), thus offsetting the need for ongoing monies from the original funding coalition, including the City itself.

As the original philanthropic partners began to drop off (the County of Marin ultimately created its own contract with DST), DST was able to secure a handful of earned income contracts, but it was not at the level originally envisioned. Moreover, because of increased homelessness issues in the community, the City entered into additional contracts with DST for additional cleanup and outreach services (e.g. Davidson Middle School and the Mahon Creek Trail). All of these efforts were consolidated in Year 5 (FY17-18), with the City paying \$125,000 for “16,000 hours of cleanup work as directed by the City”, as well as “at least 25 Team Members [obtaining] employment”.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

Moving into FY18-19, staff recommended building on what was working – flexible team deployment, high expectations for deliverables, and one contract and scope – while moving away from what was not – the City’s contribution was not going down and annual negotiations made revenue unpredictable for DST.

To that end, the City and DST developed a new contractual framework whereby:

- DST would move to a three-year contract. FY18-19 would continue at \$125k, but in the subsequent two years the contract amount would decrease by \$25k each year (i.e. \$100k in FY19-20 and \$75k in FY20-21).
- The City would benchmark performance outcomes at 17,500 hours of cleanup per year and 25 jobs per year (a total of 75 jobs over three years). This would ensure DST would continue to perform at its FY17-18 level even as funding gradually declined.
- The City created a new requirement for DST to work with the City and the Chamber's East San Rafael Working Group to create a new pilot East San Rafael team.

FY21-22 is the first time the City has revisited this new framework.

ANALYSIS: Since first launching in San Rafael in July 2013, DST has been a critical resource for helping the City accomplish its goals of decreasing the overall number of people experiencing homelessness in San Rafael and improving the quality of life for all residents.

The original contract with DST provided for 12 Team Member slots (Downtown Streets Team estimates that approximately three people move through each slot each year). After significantly exceeding the initial job and volunteer hour targets, each successive year the City raised the bar (see Figure 1 – Downtown Streets Team Performance, FY13-14 through FY17-18).

Figure 1 – Downtown Streets Team Performance, FY13-14 through FY17-18

Contract Requirements	Year 1 (FY13-14)	Year 2 (FY14-15)	Year 3 (FY15-16)	Year 4 (FY16-17)	Year 5 (FY17-18)
Target – Jobs	8	15	20	25	25
Actual – Jobs	23	22	16	18	26
Target – Volunteer Hours	8,700	12,000	12,494	15,988	16,000
Actual – Volunteer Hours	12,458	16,031	14,333	14,774	15,710

Moving into the current three-year contract, DST, like all service providers in Marin County, was significantly impacted by the COVID-19 pandemic. While the team’s traditional metrics around jobs and volunteers have declined to their lowest levels of the past eight years, that does not mean DST has not been hard at work in the community (see Figure 2 – Downtown Streets Team Performance, FY18-19 through FY20-21).

For the first few months of the pandemic, DST was one of the only organizations providing in-the-field outreach. During that time, staff was still engaged with every single Team Member every day. DST called them every day, went to their camps to check on them if they didn't answer or didn't have a phone, and brought resources, including providing basic needs stipends so Team Members didn't have to worry about food insecurity. Staff also increased outreach efforts throughout San Rafael to individuals not on the Team, including leading outreach efforts under the 101 viaduct. DST responded to urgent calls and complaints from community members about encampment debris, after Teams were done for the day, providing an extension to City response capacity. DST also expanded shower capacity to include an additional site in San Rafael, which resulted in San Rafael being the only city in the county with more than one shower site during the pandemic. DST also provided charging stations at showers to help mitigate tampering with electrical outlets in the downtown corridor, and DST also offered food distribution through partnering with SF/Marin Food Bank.

Figure 2 – Downtown Streets Team Performance, FY18-19 through FY20-21

Contract Requirements	Year 6 (FY18-19)	Year 7 (FY19-20)	Year 8 (FY20-21)
Target – Jobs	25	25	25
Actual – Jobs	24	12	5*
Target – Volunteer Hours	17,500	17,500	17,500
Actual – Volunteer Hours	13,308	10,441	7,954*

** FY20-21 includes nine months of data*

Finally, it's worth briefly noting that earlier this year, DST received funding from the Emergency Solutions Coronavirus Grant (ESG-CV) to provide dedicated outreach services in the Canal two days per week (including hiring a staff member who is fluent in Spanish). While this funding is short-term and arose out of the pandemic, it will continue to support DST's expansion into East San Rafael.

Similar to the previous contract scope review three years ago, staff recommends building on what is working while moving away from what has not been working. Specifically, staff is recommending:

- Continuing with a multi-year contract to ensure predictability for the City and DST.
- Continuing to expand DST's service offerings into the Canal neighborhood. The new proposed contract will require DST to maintain a minimum of 20 Team Members at any given time, with half of the team based in Downtown and the other half based in East San Rafael.
- Focusing on the work experience program, employment, and peer-to-peer outreach. Numerous city departments, from Sustainability to Public Works, have endorsed the complementary nature of Team Members' work in the community with some of the core goals and functions of these departments and divisions.

Finally, while DST's San Rafael branch has maintained a strong, positive reputation since its launch eight years ago, in recent years DST as an organization has come under increased scrutiny. For example, in December of 2019, a series of news article alleged former DST employees had been subjected to discrimination, a toxic workplace culture, and that management may have used funding for inappropriate purposes. DST's Board of Directors conducted an investigation and found that many allegations could not be substantiated, yet a number of cities and towns have investigated these allegations, including most recently the City of Sacramento, which recommended requiring that DST:

- Develop a process to ensure all employees, including management, acknowledge the employee handbook annually.
- have a policy in place to address any potential conflicts of interest among staff, particularly among family members, and provide employees with instructions on how to file a complaint or report inappropriate behavior related to these key management employees.
- Reevaluate internal investigative procedure policy to ensure the policy meets best practices on how subsequent complaints will be addressed.

Staff is recommending that these provisions be added to the San Rafael contract as well.

FISCAL IMPACT: The not-to-exceed cost of this agreement is \$200,000, with a cap of \$100,000 per fiscal year. There are sufficient resources appropriated in the Homeless Initiative program within the City's FY21-22 Draft General Fund Operating Budget to support this agreement. Sufficient funding for year two of the contract will be included in the following year's budget.

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

1. Adopt a resolution authorizing the City Manager to enter into an agreement with the Downtown Streets Team.
2. Request changes to the Resolution.
3. Reject the Resolution.

RECOMMENDED ACTION: Adopt Resolution.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a two-year agreement with the Downtown Streets Team for homeless support services in fiscal years 2021-2022 and 2022-2023 in an amount not to exceed \$200,000
2. Draft Agreement

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
A TWO-YEAR AGREEMENT WITH THE DOWNTOWN STREETS
TEAM FOR HOMELESS SUPPORT SERVICES IN FISCAL YEARS 2021-2022 AND
2022-2023 IN AN AMOUNT NOT TO EXCEED \$200,000**

WHEREAS, on February 19, 2013, the San Rafael City Council authorized the City Manager to enter into an agreement with Downtown Streets, Inc. to implement a volunteer work experience program for homeless persons called the “Downtown Streets Team”; and

WHEREAS, the City has renewed the agreement for the operation of the Downtown Streets Team each year since 2013, and desires to continue the program in Fiscal Years 2021-2022 and 2022-2023; and

WHEREAS, there are sufficient funds in the Homeless Initiative Program within the City’s Fiscal Year 2021-2022 General Fund Operating Budget to support the proposed contract;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute an Agreement with Downtown Streets, Inc., dba Downtown Streets Team, to provide a two-year volunteer work experience program for people experiencing homelessness, at a cost not to exceed \$200,000, in the form included with the staff report for this Resolution, subject to final approval as to form by the City Attorney; and

BE IT FURTHER RESOLVED, that the City Council hereby waives competitive bidding with respect to this agreement, pursuant to San Rafael Municipal Code Section 2.55.100(C), based upon the prior experience that the Downtown Streets Team has gained in performing similar services for the City since July 1, 2013, their ability to seamlessly continue such services for the City, and the lack of other qualified organizations that could effectively operate a similar program in the City.

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 7th day of June 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

AGREEMENT

FOR IMPLEMENTATION AND MANAGEMENT OF A VOLUNTEER WORK PROGRAM SERVING THE HOMELESS (The Downtown Streets Team)

THIS AGREEMENT is made and entered into this 24th day of May 2021, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and DOWNTOWN STREETS, INC., a 501(c)(3) organization (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the 2019 Marin County Homeless Point-in-Time Count indicated there were 1,034 people experiencing homelessness throughout the County, including 255 people experiencing homelessness in San Rafael; and

WHEREAS, the **CITY**, the Downtown Business Improvement District and other members of the community desire to assist persons experiencing homelessness to rebuild their lives and engage in a meaningful contribution to the San Rafael community; and

WHEREAS, the **CONTRACTOR** has the experience and expertise to implement and manage a volunteer work experience program in partnership with the **CITY**, its business community and local non-profits that serve the homeless; and

WHEREAS, the **CITY** entered into an agreement with the **CONTRACTOR** in June 2013 to implement and manage a volunteer work program for persons experiencing homelessness, called "The Downtown Streets Team"; and

WHEREAS, the **CITY** has in subsequent years entered into successive agreements with the **CONTRACTOR** for management of the Downtown Streets Team program; and

WHEREAS, the **CITY** now desires to enter into an agreement with **CONTRACTOR** to implement and manage the Downtown Streets Team program for fiscal years 2021-2022 and 2022-2023;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION**

A. **CITY**. The City Manager shall be the representative of the **CITY** for all purposes under this Agreement. The **CITY's** homelessness program manager is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR**. **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for

CONTRACTOR. Karen Strolia is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR.** Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason; the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR

CONTRACTOR shall perform the duties and/or provide services as described in Exhibit "A" attached and incorporated herein.

3. DUTIES OF CITY

CITY shall cooperate with **CONTRACTOR** in the performance of this Agreement and shall compensate **CONTRACTOR** as provided herein.

4. COMPENSATION

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** an amount NOT to exceed \$100,000 per fiscal year, including reimbursement of the cost of local business license taxes as described in Section 20.

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

5. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2021 and shall end on June 30, 2023.

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 ten (10) 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 notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

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

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents described in paragraph 7 below, shall be delivered to **CITY** as soon as possible, but not later than thirty (30)

days after termination.

7. OWNERSHIP OF DOCUMENTS

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

8. INSPECTION AND AUDIT

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents directly related to **CONTRACTOR'S** performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY

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

10. INSURANCE.

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

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

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

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

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per

accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

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

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

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

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

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

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

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

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

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

requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

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

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

11. INDEMNIFICATION.

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

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

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

15. NOTICES.

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

TO CITY: Homelessness Program Manager
City of San Rafael
1400 Fifth Avenue
San Rafael CA 94915-1560

TO CONTRACTOR: Eileen Richardson, President & CEO
Downtown Streets Team
1671 The Alameda Suite 306
San Jose, CA 95126

16. INDEPENDENT CONTRACTOR.

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

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

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

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

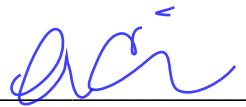
This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: 
Name: Eileen Richardson
Title: Pres & CEO

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

ATTEST:

and

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Programs and Services covered under this contract:

Operation of San Rafael Downtown Streets Team:

- A. Contractor will continue the Volunteer Work Experience Program and Workforce Development Services launched in 2013 in San Rafael.
- B. The program will serve people experiencing homelessness in San Rafael, including people in emergency shelter, rapid rehousing, and/or other supportive housing programs in San Rafael (hereinafter "Team Members").
- C. Contractor will establish two bases of operation for the Volunteer Work Experience Program, one in Downtown and one in the Canal neighborhood, each with an approximately equal number of Team Members.
- D. Contractor will provide support services to assist Team Members in transitioning to permanent employment. Such services may include: job search classes and personalized job search support, employment development, developing internship placements, developing mentor opportunities, and case management for employment related activities.
- E. Contractor will support Team Members to graduate to other community programs.
- F. Contractor will work closely with case managers at partner agencies including the Ritter Center, the St. Vincent de Paul Society of Marin, Community Action Marin, Homeward Bound of Marin, and the County of Marin to ensure services to individual Team Members are coordinated.
- G. Contractor will conduct outreach to businesses in order to create and expedite employment placements for Team Members.
- H. Contractor will provide monthly progress reports using a template provided by the City.
- I. Contractor will regularly coordinate with the City of San Rafael on program operation, including periodic check-ins with City staff (quarterly or more frequent), as well as joining City meetings such as the Health and Safety Coordinating Committee and/or San Rafael by-name-list meetings (as needed).
- J. Contractor will meet at least once during each fiscal year of this Agreement with a subcommittee of City Councilmembers, the City Manager, and other appropriate City staff for a performance and program review.
- K. Contractor will ensure it is complying with state and federal policies, guidance, and laws regarding Human Resource best practices and requirements for creating a safe and professional workplace for staff members and Team Members.

Downtown Streets Team Program Outcomes & Measures:

1) Employment Outcomes

- a. 25 Team Members will obtain employment in each fiscal year.
- b. 100% of such Team Members will retain employment for at least three (3) months.
- c. 75% of such Team Members retaining employment for at least three (3) months will then retain employment for six (6) months.
- d. 50% such Team Members retaining employment for at least three (3) months will then retain employment for twelve (12) months.

2) Work Experience Outcomes

- a. Team Members will remove blight from areas throughout San Rafael as demonstrated by before and after photos and quantified trash statistics.
- b. Contractor will maintain a minimum team size of 20 Team Members, with at least 10 based in Downtown and 10 based in the Canal neighborhood.

3) Community Relationship Outcomes

- a. Contractor will work to improve business and community perceptions of people experiencing homelessness.

4) Team Member Growth Outcomes

- a. Contractor will conduct quarterly anonymous surveying to collect self-reported data from Team Members.
 - i. 50% of Team Members with a mental health condition will seek out or remain in treatment.
 - ii. 50% of Team Members with a substance abuse issue will seek out or remain in treatment.
 - iii. 50% of Team Members who have had an interaction with law enforcement/the criminal justice system will have reduced or zero interactions after joining the team.
 - iv. 75% of Team Members will feel respected and heard by staff.
 - v. 75% of Team Members will report improved self-esteem and feelings of self-worth.
 - vi. Contractor will provide quarterly housing status data on Team Members
 - vii. Contractor will provide quarterly “time in program” data on Team Members (i.e. 0-3 Months, 4-6 Months, 6-12 months, 1-2 years, longer than 2 years).

5) Organizational Performance

- a. Contractor will develop a process to ensure the employee handbook is reviewed for quality and distributed annually.
- b. Contractor will develop a process to ensure all employees, including management, acknowledge the employee handbook annually.
- c. Contractor will have a policy in place to address any potential conflicts of interest among staff, particularly among family members, and will employees with instructions on how to file a complaint or report inappropriate behavior related to these key management employees.
- d. Contractor will have an investigative procedure policy